
Alec Peters and Axanar Productions v. Robert Meyer Burnett

Jonathan Lane <jonathan@fanfilmfactor.com>

Mon, Apr 29, 2019 at 1:23 PM

To: "Torin A. Dorros" [REDACTED]

Dear Mr. Dorros, Mr. Dever, and everyone else who seems to have been invited to this party:

Please forgive my lack of legal knowledge and terminology. I leave that to my lovely wife who practices employment litigation here in Los Angeles. I, on the other hand, am just a humble Star Trek fan with a blog and a desire to see this conflict resolved with as little carnage as possible.

Mr. Dorros, I can't speak for Alec Peters (nor would I ever consider doing so!), but I do personally appreciate the time and effort you have put into analyzing Mr. Peters proposed settlement agreement. Like you, I feel that this matter would be best resolved outside of the courtroom, and this is one of the reasons why I have been trying--in my own clumsy way--to act as a catalyst in encouraging discussions between Mr. Peters and Mr. Burnett (both of whom I consider good friends). To this end, I've also been in contact with Mr. Bawden, who like me, had been "caught in the middle" of this conflict without being able to keep it from exploding into a full-on lawsuit. That pretty much sums up my involvement to this point.

Although my wife has advised me fully disengage from these proceedings, I am encouraged to discover how amenable your side seems to be to many of the items suggested by Mr. Peters in his proposed settlement...despite some "minor housekeeping" which might need to be incorporated into the proposed text of the submitted agreement. In short, I think the two parties are much closer than either of them suspects.

That said, I would just like to insert one unsolicited non-legal but logistical observation. In the second item of your analysis, dealing with Paragraph 1 of the settlement offer, you rightly state that Mr. Peters' description of the assets demanded is "overbroad and vague." However, this may be an unavoidable hurdle and one which will need to be dealt with realistically before moving forward. As an editor, director, and whatever additional capacities that Mr. Burnett worked within Axanar Productions, Mr. Burnett was given a great deal of autonomy to compile, collect, categorize, and sort his own assets. And as I understand it, no full or comprehensive summary of digital files was ever supplied to Mr. Peters. Therefore, I do not believe Mr. Peters would be able to provide a list of specific files that he wants. More likely, the request/demand would need to be phrased something similar to the following example: "All raw footage shot of X, Y, and Z," "All visual FX, sketches, animatics, and other related graphics files relating to work undertaken on CGI shots intended for the Axanar productions," "The original master video files for Prelude to Axanar," "Footage of all interviews conducted with people associated or involved with any of the Axanar productions shot between such-and-such dates," etc.

I am certain such a list could be compiled, but it would, of necessity, be limited in its specificity, as Mr. Peters does not know how many digital files exist, their names, dates, sizes, duration, etc. I would hope there is an acceptable middle-ground between "overbroad and vague" and "detailed and specific" that both parties can agree to. I do know that, as recently as last summer, I discussed with Mr. Burnett the option of my driving to Pasadena with a large capacity hard drive (or two or three or however many were sufficient) to hold all of the files that Mr. Peters needed. I (and/or Mr. Bawden) would pay for the drive(s) and the postage, and this albatross could be removed from the neck of Mr. Burnett. I was told by Mr. Burnett that the total amount of storage for the files in question would need to be 6-8 TB, as that was about the capacity of the two drives he had supposedly left in Mr. Peters' office prior to the latter's relocation to Georgia. This implies to me that Mr. Burnett is already aware of which files Mr. Peters wants/needs, even if I know that, legally, you would want to cross all t's and dot all i's with respect to ensuring that all expected files are delivered to the satisfaction of both parties.

My hope is that there might somehow be a way, legally, to phrase such an asset list that allows for the transfer of files with enough flexibility to avoid a full itemized list of files required. If so, then perhaps the most problematic aspect of this settlement would be resolved, allowing the other items to fall into place with minor legal adjustments.

As I said, like you, Mr. Dorros, I believe that the best outcome for everyone involved (except perhaps, your accounts receivable department) is to bring this matter to a rapid resolution without the need for time-consuming and costly discovery, motions, and litigation in one and perhaps even two different states.

I thank you for your time and attention.

- Jonathan Lane

On 4/29/19 10:38 AM, Torin A. Dorros wrote:

Dear Mr. Dever:

Please kindly see the attached correspondence.

Please understand that I recognize copying some of the other parties copied on this email is unusual, however upon review of the letter and the attached exhibit I believe the reasoning will become more clear. I am more than happy to explore "unique" out of the box methods to achieve resolution, and given Mr. Peters has seemingly decided to include or pull in these other parties into the settlement process, if such will assist in moving the "settlement ball" forward all the better.

All the best,

Torin

Torin A. Dorros

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