

March 1, 2019

Via E-Mail Only: mdever@fdmlaw.com

H. Michael Dever, Esq.
5555 Glenridge Connector, NE
Suite 925, Glenridge Highlands
Atlanta, Georgia 30342-4728

Re: Alec Peters and Axanar Productions, Inc. v. Robert Meyer Burnett

Dear Mr. Dever:

Dorros Law is retained counsel for Mr. Robert Meyer Burnett ("Burnett" or our "Client"). Please kindly direct all communications related to the above captioned matter to my attention. Further, Mr. Alec Peters ("Peters") has seemingly authorized my direct communication with him personally regarding this matter, however I want to confirm whether that is in fact his desire. Please confirm whether I should be handling this matter with you or Mr. Peters directly.

Further, I would respectfully request that you instruct and advise Mr. Peters to refrain from further defamatory and/or threatening language directed toward Mr. Burnett. Among other very serious and concerning comments, Mr. Peters has on numerous occasions publicly and/or to third persons stated, including in writing, that Mr. Burnett is a "thief" and that he has "stolen" money and/or property—these statements are flatly false. He has also on countless other times made other derogatory and defamatory statements and comments about Mr. Burnett to third parties and/or publicly. Indeed, in an October 13, 2018 email, Mr. Peters also recently wrote, "I am going to fucking ruin [Mr. Burnett] and destroy his reputation." It is thus quite evident that his comments were directed at causing direct harm and damage to Mr. Burnett. You should be aware that such e-mail was in fact directed to Mr. Burnett's business partner and thus Mr. Peters may also face various claims by such individual related to any damages caused by Mr. Peters' conduct relative to such person's business opportunities and/or business relationship with Mr. Burnett.

Understandably, Mr. Peter's conduct exposes him to serious and substantial liability for defamation, intentional and/or negligent infliction of emotional distress, intentional and/or negligent interference with prospective business opportunities/relations, violation of unfair business practice laws such as, without limitation, California Bus. & Prof. Code §§ 17200 et seq., and other claims. Of course such is not an exhaustive list of claims that may be pursued against Mr. Peters, however we did want to put your client on notice and again demand that he immediately refrain from such conduct.

Moreover, Mr. Burnett has significant employment law claims against Mr. Peters and Axanar Productions, Inc. ("Axanar Productions") for unpaid wages, unpaid rest and meal breaks, unpaid overtime and other related claims, including without limitation Cal. Bus. & Prof. Code §§ 17200. Mr. Burnett provided substantial services to Mr. Peters and/or Axanar Productions, for which he was not compensated or not fully compensated. Those claims carry with them significant financial penalties assessable on top of the actual monies not paid. We also have significant concerns that Mr. Peters and/or Axanar Productions have misappropriated and/or are using without authorization Mr. Burnett's intellectual property, which give rise to further claims for which they would be liable. Among other issues, we have no evidence of any assignment of Mr. Burnett's ownership rights in various works and intellectual property which Mr. Peters and/or Axanar Productions appear to be using, marketing, and commercially exploiting.

Please understand that our investigation is ongoing, however it is abundantly evident that there are substantial viable claims that Mr. Burnett can and will pursue as against Mr. Peters and Axanar Productions. To

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that end we are attaching hereto a Litigation Hold Notice which we would request that you carefully explain to your client and ensure that he (and Axanar Productions, Inc.) adhere to its requirements and instructions.

With the above said, we do acknowledge that Mr. Peters has provided Mr. Burnett a purported Settlement Agreement relative to the action recently filed in Georgia State Court. (See **Exhibit "1"**.) While Mr. Burnett has not been served with the Summons and Complaint¹, we are aware of the action, given it, like the majority of issues and information related to the Axanar project, has been publicly disclosed and discussed by Mr. Peters and others on social media and other public forums. As a formality, all allegations and claims made in or related to the action are denied, however we do not see the concept of early resolution as unreasonable and thus thank Mr. Peters for his proposed settlement concept.

Upon a very cursory review it is clear that we will need to drastically revise the proposed agreement/document to make it suitable as a Settlement Agreement—and there are a number of provisions that simply do not work as drafted from a legal perspective, leaving aside that they may be unconscionably one sided—however the overarching concept of releasing all claims against Mr. Burnett for no monetary payment is certainly something we can discuss with Mr. Burnett.² Please understand that, even if we were to assume Mr. Peters' and Axanar Productions' alleged claims against Mr. Burnett (the "Axanar Claims") were meritorious, a point we certainly do not concede, Mr. Burnett's claims against Mr. Peters and Axanar Productions ("Burnett's Claims") far outweigh the Axanar Claims. We thus of course will need to discuss whether a monetary "walk away" for both sides makes sense, or, based upon the severity of the Burnett Claims, whether some financial compensation will be required to be made by Mr. Peters and/or Axanar Productions to Mr. Burnett.

Regardless, we will review the purported settlement agreement in more detail and get back to you in due course with comments and/or revisions if Mr. Burnett is agreeable to look toward resolution at this time.

Very Truly Yours,

DORROS LAW

Torin A. Dorros
Torin A. Dorros

¹ To be clear, we do not have authority to accept service on behalf of Mr. Burnett. Please do not attempt to serve this firm with the Summons and Complaint. Mr. Peters and Axanar Productions will need to comply with the relevant service statutes to effectuate proper service. As such, at this time, we will not address the numerous defects, procedural and substantive, that exist relative to the currently filed action.

² As you may be aware, in mid-September 2018, Mr. Peters previously raised these issues through his California collections attorney. At that time we similarly indicated that resolution options could be explored, however we explicitly, and on several occasions, requested evidence of the alleged loans and other allegations to be able to appropriately discuss settlement concepts with our Client. We received zero substantive response to our requests. Ultimately, in early October 2018, we were informed that we "will likely be hearing from other counsel in the near future."

LITIGATION HOLD NOTICE AND INSTRUCTIONS

To: Alec Peters and Axanar Productions, Inc. and each of its parents, subsidiaries, affiliates, and successors in interest

You and/or your company(s)/business(es) (“You”), have been identified as a relevant party/person/entity related to significant concerns that have arisen regarding the facts, circumstances, and matters related to issues identified in the above correspondence, including without limitation those related to the action now pending in George State Court (Peters v. Burnett, Case No. 19-C-01085-S4); the financing and production of Axanar; Peters’ and/or Axanar Productions’ employment practices, including without limitation the employment and/or payment of Burnett; the personal and business relationship between Peters and Burnett; Peters’ relationship to Axanar Productions and related entities; the Axanar project; the business operations of Peters and/or Axanar Productions; Peters’ and/or Axanar Productions’ finances and taxes; Peters’ and Axanar Productions’ business relationship with other persons, businesses, or third parties related to Axanar, Star Trek, the entertainment industry, and/or movie, television, or graphic novel related props or memorabilia; the funding and financing of Axanar and the donors that funded or financed Axanar; the corporate structure and/or business model of Axanar Productions and its affiliates and/or subsidiaries, parents, and/or successors in interest; the CBS/Paramount v. Peters/Axanar Productions lawsuit; advertising, marketing, and/or commercialization of Axanar or any aspect of or work related to Axanar, including on or through Kickstarter, Indigogo, Patreon, YouTube, Facebook, Instagram, or other sources or platforms; and other conduct referenced in the above correspondence and/or prior correspondences between the parties and/or their counsel (“Matters”). As such, we request that You read and carefully adhere to the instructions provided herein this Litigation Hold Notice.

The purpose of this correspondence is to ensure that no evidence, or potential evidence, relating to the Matters is lost, altered, deleted, or destroyed. The law requires that, once litigation is foreseeable all potential parties (and requested third parties) must maintain all and not destroy any potentially relevant documents, information and data even if that means holding documents, information and data well beyond minimum periods set out by law or Your or company record-retention policies. Destruction, deletion, loss, or alteration of evidence can cause a party to lose possible claims and/or defenses, not to mention subject the party (and/or third party) to civil and criminal penalties.

In connection with the Matters, You, the parties, and third parties duly notified hereby, have a legal obligation to preserve all relevant documents, information and data. As indicated, the law requires preservation of all documents, information and data relating to or concerning the matters referenced herein, including, without limitation, any subject matter related to the Matters and Your and third parties’ acts and conduct related to the Matters. To the extent You may have a question as to whether any documents, information, and data falls under the scope of this Litigation Hold Notice you should take a broad approach and assume that such documents, information, and/or data are covered by this Litigation Hold Notice and therefore should ensure that such documents, information, and data is preserved, as outlined herein.

“Documents, information, and data” as used herein means not only hard copy documents, communications, and correspondence, but also all electronically stored information (“ESI”), audio recordings, videotapes, e-mails, text messages, instant messages, social media posts, social media messages, word processing documents, spreadsheets, databases, calendars, telephone logs, Internet usage files, voicemail, and all other electronically stored information (including metadata) maintained, created, received, indexed, and/or otherwise recorded, logged, or stored by You, the parties, and/or third parties on computer systems. Sources of the documents and data include, without limitation, all hard copy documents and files, computer hard drives, computer servers, removable media (e.g., CDs, DVDs and flash drives), laptop computers, PDAs, Blackberry devices, cell phones, smartphones, online storage accounts such as Google Drive, OneDrive, Dropbox, Box, etc., social media and online accounts such as Facebook, Instagram, Snapchat, Vimeo, and YouTube, etc., and any other locations where hard copy and/or electronic data is or may be stored. Keep in mind that any of the above-mentioned sources of relevant information may include personal computers You or Your employees use or have access to at home, or other locations. It also includes inaccessible storage media, such as back-up tapes which may contain relevant electronic information that does not exist in any other form. The above should not be deemed an all-inclusive list of sources of documents, information, and data—Your obligation is to preserve all documents, information, and data.

In order to comply with Your legal obligations, You, the parties (and notified third parties) must immediately preserve not only all existing paper copies of documents, including drafts and revisions, but also all electronically stored information, including drafts and revisions, in its existing electronic format (along with all metadata) that relate or pertain to, without limitation, the matters and issues described or referenced above. In order to comply with this Litigation Hold Notice, You should immediately suspend deletion, overwriting, or any other possible destruction or modification of documents, information, and data related to the Matters, as well as suspend Your current document destruction policy and/or automatic deletion function on Your computers, servers, or other electronic devices.

EXHIBIT "1"

SETTLEMENT AGREEMENT

This settlement agreement is between Alec Peters (hereinafter PETERS), Robert Meyer Burnett (hereinafter BURNETT) to settle the current litigation in Georgia by PETERS.

1. BURNETT will provide copies of all the Axanar related digital assets in his possession that PETERS does not have on the three hard drives that have previously been provided to PETERS. Screenshots of the three hard drives directories are attached to show what is currently in possession of PETERS. For clarification, Axanar related digital assets shall be any material related to Prelude to Axanar, The Vulcan Scene, the "Heroes" Vignette, The "Origins" Blu-ray project, all VFX from Tobias Richer and all work from Territory VFX, all Behind the Scenes video, all trailers produced, and any and all other video taken by BURNETT or any others, relating to Axanar or Alec Peters, on the OWC provided RAID arrays, or any other hard drive or disk of any kind in the possession of BURNETT. This shall include any footage, including both raw footage and edited material.

2. BURNETT specifically acknowledges the loan of \$31,550 from Peters during 2015 & 2015, receipt of compensation of \$ 3,000 per month for his work on Axanar from 6/1/2015 – 2/15/2016, receipt of \$5,000 for delivery of the "Origins" Blu-ray disk, as well as being in possession of equipment, specifically two OWC-donated RAID Arrays as well as a Panasonic camera and other equipment belonging to Axanar Productions. PETERS agrees to drop all of claims against BURNETT, whether monetary or otherwise, including all claims for debt, equipment, intellectual property or defamation.

3. BURNETT will agree not to file suit against PETERS for any reason, including any claims for money, damage done to his reputation, etc.

4. The Parties hereby agree that they will not, directly or indirectly publicly disparage, in print or in any other media (including but not limited to social media), or in any public speaking platform, any of the other Parties or their employees or agents, that may harm the business interests of any of the other Parties, including, without limitation, making any such remarks involving or referring to any of the Parties' business practices. The term disparagement shall not include the recital of any factual information that is in the public record.

6. The Non-Disclosure Agreement dated 5/26/2015, and signed by BURNETT is hereby incorporated into this document.

7. BURNETT may not make any claim to ownership of any Axanar material in any way, shape or form, and may make no copyright or other claims of authorship or ownership.

8. BURNETT may not distribute, publish or share with others to share, ANY Axanar material. He may not produce any documentary about Axanar, or any part of the production. All Axanar and Alec Peters related videos shall be removed from any and all YouTube channels or websites BURNETT controls, including all videos that include disparaging and defamatory statements about Peters. Any Axanar videos are acknowledged to belong to PETERS and Axanar Productions.

10. Upon signing of this agreement, and completion of the terms of section 1 above, Peters shall drop the lawsuit currently pending in Georgia.

11. Any breach of this agreement shall be resolved in the Georgia State Courts of Fulton County, GA, or the United States District Court for the Northern District of Georgia and the parties do hereby consent to the jurisdiction of these courts.

SIGNED

Alec Peters

Date

Robert Meyer Burnett

Date