

April 12, 2019

Via E-Mail Only: mdever@fdmlaw.com

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

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

Dear Mr. Dever:

I wanted to follow up with you regarding my review of your client Alec Peters' ("Peters") proposed Settlement Agreement ("PSA"), which I attached to my prior correspondence dated March 1, 2019. For convenience I am also including a copy of the PSA with this correspondence as **Exhibit "1"**. I have not received any response from you to my prior correspondences. I would thus respectfully request a response as to whether I should be handling this matter through you or directly with Mr. Peters—I do believe it would be to the parties' benefit to have experienced counsel such as yourself involved in the process.

I now have had an opportunity to review Mr. Peters' PSA sent to me and my client Robert Meyer Burnett ("Burnett"). As I mentioned in my March 4, 2019 email (**Exhibit "2"**), I think we can agree that the document itself could not suffice as a proper settlement agreement—especially given that formal litigation in Georgia has already been initiated by Mr. Peters and Axanar Productions, Inc. ("Axanar Productions") against Mr. Burnett.¹ Please note that, while indeed Mr. Burnett appears to have been served with papers in the action—this should not be taken as a concession as to whether such service in fact is proper or sufficient and thus for the moment our position is that service is improper and/or insufficient—I do note that no proof of service has been filed with the Court (**Exhibit "3"**), and therefore Mr. Burnett's time to respond has not begun to run. See Ga. Code Ann. § 9-11-4 ("Return. The person serving the process shall make proof of such service with the court in the county in which the action is pending within five business days of the service date. **If the proof of service is not filed within five business days, the time for the party served to answer the process shall not begin to run until such proof of service is filed.**") (emphasis added.) However, consistent with my prior communications, I do not believe attempting to get the parties to early resolution is an unreasonable goal.

With that in mind, it appears from Mr. Peters' March 4, 2019 e-mail correspondence that, irrespective of the various allegations forwarded in the Georgia litigation Complaint, Mr. Peters is really only looking for the provision of certain alleged Axanar Productions digital assets. Indeed, Mr. Peters wrote, "The ONLY Thing Rob [Burnett] has to do is give us back the assets that belong to us." (**Exhibit "4"**.) Please understand that the actual terms of the PSA do not in fact read that way and, in my opinion, do not effectively provide for the necessary typical settlement protections that I believe all parties would likely want included so as to ensure that each party can truly "move on" once the agreement is executed. However, that does not mean we are opposed to the concept of a settlement which contemplates the provision of alleged Axanar Production assets to Mr. Peters for the release of any and all claims that he or Axanar Productions have, or may have, against Mr. Burnett.

To facilitate that type of resolution we will need some further critical information from Mr. Peters. Paragraph 1 of the PSA appears to reference certain items that Mr. Peters/Axanar Productions contends are alleged Axanar Production digital assets. Paragraph 1 reads as follows:

¹ Significantly, the PSA does not even include Axanar Productions as a party to the PSA—given Axanar Productions is a named Plaintiff in the Georgia litigation, it would need to be a party to the settlement agreement.

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. Screen caps 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.

Exhibit “1”, PSA, ¶1.) (emphasis added.) Notably, none of the referenced screenshots/screencaps were provided with the correspondence which included the PSA. At bare minimum we would need to see those screenshots—better yet, if such were accompanied by a detailed accounting in MS Word or Excel listing all of the alleged digital assets currently in Mr. Peters’ possession that would be very helpful and very well may assist in moving any resolution discussions along more expeditiously. Moreover, we will need a similar detailed accounting identifying each alleged digital asset that Mr. Peters claims he is missing or does not possess—as I am certain you can understand, without this information it will be difficult to ensure that the parties are on the same page for settlement purposes.

We also must go on record, that while it may or may not be true that Mr. Peters no longer has the demanded digital assets, evidence appears to indicate that Mr. Peters was in fact provided all of the demanded digital assets long ago. Mr. Burnett has multiple times indicated that he provided the digital assets to Mr. Peters on two hard drives at a time prior to Axanar Productions moving to Atlanta, Georgia. It is our understanding that these hard drives actually sat on the floor in Mr. Peters’ California Axanar Productions studio office for several weeks or months. Unfortunately, subsequent to the move to Georgia, it appears Mr. Peters can no longer locate these drives, which contained the very digital assets apparently constituting the true impetus for the Georgia litigation against Mr. Burnett. Indeed, Axanar Productions’ other officer, Diana Kingsbury, has indicated that Mr. Peters previously confirmed that Mr. Burnett had provided these hard drives to Mr. Peters. (**Exhibit “5”**.)

Notwithstanding the above, it is important to highlight that the definition or scope of alleged digital assets demanded in Paragraph 1 of the PSA is extraordinarily overbroad and encompasses far more material than would ever be deemed property or digital assets of Axanar Productions or Mr. Peters. That is not to say we are not willing to try to work with you and Mr. Peters on this issue, but understandably the fact that Mr. Peters wishes to claim some material is Axanar Productions material, assets, or intellectual property does not make it so.

As I mentioned in my March 4, 2019 e-mail, “some sort of resolution does not seem unreasonable—hopefully in the end your client will in fact be able to move forward with things and complete the Axanar project. Personally I, like many, thought Prelude was excellent—your client’s time may be better spent focusing on finishing the Axanar project itself rather than defaming and suing people. I truly do hope that the Axanar project will ultimately be completed . . .” (**Exhibit “2”**.) To that end, we are happy to try to work with you and Mr. Peters regarding the alleged digital assets, however we need to be very clear that we are not conceding that Axanar Productions or Mr. Peters has any ownership or other right in the various alleged assets. Rather, we simply would like to look toward a means of putting the parties’ disputes behind them to allow each to “move on” and hopefully also allow for the ultimate completion of the two fifteen-minute shorts/works contemplated or sanctioned under the *CBS v. Axanar* settlement agreement.

Therefore, to further the potential for resolution, please kindly forward to me, preferably in MS Word or Excel (accompanied by the referenced hard drive content screenshots) a detailed list identifying the various alleged Axanar Productions digital assets currently in Mr. Peters’/Axanar Productions’ possession. Please also provide a detailed accounting of the digital assets Mr. Peters is seeking and allegedly does not currently possess. As noted, the PSA is extremely overbroad and provides limited basis to understand exactly what Mr. Peters contends needs to be delivered. It is imperative that the parties are on the same page as to exactly what Mr. Peters is claiming he is missing—without that understanding it will be difficult for Mr. Burnett to determine if he has a duplicate copy of any of the alleged demanded digital assets which were previously provided to Mr. Peters.

Finally, I need to raise again the issue of Mr. Peters' defamatory comments and remarks toward Mr. Burnett. As one very recent example, during Mr. Peters' April 9, 2019 Axanar Confidential Episode 12 video posted and publicly available on at least YouTube (<https://www.youtube.com/watch?v=n3jYDrQVz2I>), at approximately 16:00-17:08 Mr. Peters states, "He [Robert Burnett] *stole* all the equipment from Axanar. He *stole* our camera, our hard drives, our computers, two computers . . . and he refuses to return all of the footage of Axanar that he worked on. . . . *Rob Burnett is a thief.* It's that simple." For the moment I will not go into detail as to the various and multiple other instances of quite clear defamation by Mr. Peters relative to Mr. Burnett, however I must again insist that you ensure that your client immediately cease and desist from any such further conduct and remove/take down any and all similar language, or content including similar language, from any location accessible by third parties, including without limitation, the Internet, YouTube, Facebook, Instagram, the Axanar Productions website, or otherwise. Necessarily, of course, all of our client's rights, remedies, claims, defenses, and otherwise are specifically reserved.

Please kindly provide me with the requested information within seven (7) days of the date of this letter—that will provide the parties sufficient time to begin and hopefully work through settlement concepts. I look forward to your response with the requested necessary information.

Very Truly Yours,

DORROS LAW



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