

## **CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT**

This CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT (the “Settlement Agreement”) is made and entered into by and between PARAMOUNT PICTURES CORPORATION (“Paramount”), and CBS STUDIOS INC. (“CBS”) (individually and collectively the “Plaintiffs”), on the one hand and ALEC PETERS (“Peters”) and AXANAR PRODUCTIONS, INC. (“Axanar Productions”) (individually and collectively the “Defendants”) on the other hand. Each may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WHEREAS, on December 29, 2015, Plaintiffs filed an action against Defendants for copyright infringement and declaratory relief in the United States District Court for the Central District of California, Case No. 2:15-cv-09938-RGK-E (the “Lawsuit”);

WHEREAS, on May 23, 2016, Defendants filed a counterclaim for declaratory relief in the Lawsuit;

WHEREAS, the Parties hereto desire to settle and compromise any and all disputes arising out of or related to the Lawsuit;

WHEREAS, this Settlement Agreement does not constitute an admission of liability by any Party;

NOW, THEREFORE, in consideration of and reliance upon the terms set forth herein, the Parties agree as follows:

### **1. SETTLEMENT AND DISMISSAL OF LAWSUIT.**

Within seven (7) days after the execution of this Settlement Agreement, the parties will submit a joint stipulation dismissing the claims with prejudice, without costs or fees to any party, asserted by each of them in the Lawsuit.

**2. RELEASES.**

Except as to obligations set forth in this Settlement Agreement, the parties release each other as follows:

**2.1** Plaintiffs, on their own behalf and on behalf of their corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, insurers, representatives, predecessors, successors, heirs, and assigns, fully and forever release and discharge the Defendants, and each of their shareholders, corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, representatives, associates, directors, officers, affiliates, partners, insurers, predecessors, successors, heirs, licensees, assigns, and any and all entities related to, or affiliated with the Defendants, past and present, and any and all previous actions by, through, or in concert with any of them, from any and all claims, demands, defenses, liens, actions, suits, causes of actions, obligations, controversies, attorneys' fees and costs, expenses, damages, judgments, orders or liabilities of whatever kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law, equity or otherwise at any time prior to and including the date of this Settlement Agreement, concerning any of the claims that were or could have been asserted in connection with this Lawsuit, or any activities of the Parties or their counsel in connection with the Lawsuit (collectively, "Plaintiffs' Released Claims"). Nothing herein shall release Defendants from any promise, undertaking, or representation in this Settlement Agreement.

**2.2** The Defendants, on their own behalf and on behalf of their corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, insurers, representatives, predecessors, successors, heirs, and assigns, forever

release and discharge Plaintiffs, and each of their shareholders, corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, representatives, associates, directors, officers, partners, insurers, predecessors, successors, heirs, licensees, assigns, and any and all entities related to, or affiliated with Plaintiffs, past and present (the “Plaintiff Released Parties”), and any and all previous actions by, through, or in concert with any of them, from any and all claims, demands, defenses, liens, actions, suits, causes of actions, obligations, controversies, attorneys’ fees and costs, expenses, damages, judgments, orders or liabilities of whatever kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law, equity or otherwise at any time prior to and including the date of this Settlement Agreement, concerning any of the claims that were or could have been asserted in connection with this Lawsuit, or any activities of the Parties or their counsel in connection with the Lawsuit (“Defendants’ Released Claims”). Nothing herein shall release Plaintiffs from any promise, undertaking, or representation in this Settlement Agreement.

**2.3** The Parties agree that each of them is fully aware of the provisions of California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

To the extent applicable, the Parties hereto, and each of them, voluntarily waive the provisions of California Civil Code Section 1542, with respect to the claims released above.

**3. NON-DISPARAGEMENT.**

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 information that is in the public record.

**4. DISTRIBUTION OF PRELUDE TO AXANAR**

The Plaintiffs agree that Defendants can continue to distribute the short film entitled *Prelude to Axanar by*: (a) streaming or exhibiting on YouTube; and (b) at film festivals and conventions, provided that Defendants are not permitted to exhibit, market, or promote *Prelude to Axanar* at any official Star Trek events or conventions; provided any such distribution set forth in (a) or (b) of this Paragraph 4 shall be on a completely non-commercial basis. For this purpose, non-commercial means that absolutely no money is paid to or made by Defendants or anyone else from such distribution, including but not limited to placement of any ads in connection with its distribution, the collection of any ad revenue, revenue from ticket sales, or compensation or reimbursement of expenses. Except as provided in this Paragraph 4 and Paragraph 5.11 hereafter, Defendants agree that any other form of distribution by Defendants of *Prelude to Axanar* shall constitute a material breach of this Agreement.

**5. COMPLETION OF AXANAR.**

Defendants have previously developed scripts for a full length film entitled "Axanar," which contains numerous copyrighted elements from Plaintiffs copyrighted Star Trek Works. Defendants agree that they shall not make Axanar as a full length film or any other film

utilizing Plaintiffs' copyrighted Star Trek works, except in accordance with Plaintiffs published guidelines for fan films ("Guidelines"), published in June of 2016, (as may be updated from time to time), which are attached hereto as Exhibit A, and were taken from:

<http://www.startrek.com/fan-films>. However, notwithstanding the foregoing, Plaintiffs agree to permit Defendants to complete two fifteen-minute segments of their Axanar motion picture (the "Permitted Axanar Segments"). These Permitted Axanar Segments shall conform to the Guidelines in all respect, except that for the Permitted Axanar Segments only, the following conditions apply. To the extent that these conditions vary from the Guidelines, these conditions shall control:

**5.1** Defendants agree to refrain from using "Star Trek" in the title or subtitle of the Permitted Axanar Segments. At the beginning and/or end of each Permitted Axanar Segment, Defendants are permitted but not required to state "A Star Trek Fan Production." However, any such subtitle may not be in immediate proximity to the title "Axanar."

**5.2** Consistent with the Guidelines, the Permitted Axanar Segments must display the following disclaimer in the on-screen credits of the productions and on any marketing material (whether print, digital or otherwise, including but not limited to the production website or page hosting the production: "Star Trek and all related marks, logos and characters are solely owned by CBS Studios Inc. This fan production is not endorsed by, sponsored by, nor affiliated with CBS, Paramount Pictures, or any other Star Trek franchise, and is a non-commercial fan-made film intended for recreational use. No commercial exhibition or distribution is permitted. No alleged independent rights will be asserted against CBS or Paramount Pictures."

**5.3** Defendants may not use "Star Trek" or any confusingly similar mark on or in connection with any promotions, marketing, banners, post cards, blogs, panels or festivals

involving “Axanar” in any medium. Defendants may not use confusingly similar Star Trek stylized font, lettering, logos, or designs in connection with any title, subtitle, or promotional material in any medium. Defendants may continue to use the current Axanar star logo on *Prelude to Axanar*, and may use this same logo on the Permitted Axanar Segments but other than that shall cease all use of this logo.

**5.4** Defendants must cease use of “Star Trek” or any confusingly similar mark in domain names and discontinue the use of “Star Trek” and the term “official” in social media accounts, including on Facebook and Twitter. This includes but is not limited to the following websites and social media accounts: <http://www.youtube.com/startrekaxanar>; <http://www.youtube.com/startrekaxanarofficial>; <https://www.facebook.com/StarTrekAxanar> ; <https://www.instagram.com/startrekaxanar/>; <https://twitter.com/startrekaxanar>; and <https://www.youtube.com/user/startrekaxanar>. Within seven (7) days of the execution of this Settlement Agreement, Defendants must contact all websites and social media they control (including but not limited to the above websites and social media) in which the Star Trek name appears, and have the Star Trek name (in any form) removed from the URL. Such name change must be completed within sixty (60) days after the execution of this agreement. Plaintiffs will, if requested by Defendants, reasonably cooperate with Defendants’ efforts by communicating (through phone calls, emails and/or letters) to any such website or social media to aid in the change of the name. If Star Trek has not been removed from the URL of a website within sixty (60) days after the execution of this Agreement, Defendants must assign to CBS any such domain names or social media accounts incorporating “Star Trek,” and cooperate with CBS to effectuate the intent of this paragraph. Defendants may not use any Star Trek fonts, logos, or

photographs in any medium for any auctions in connection with Propworx or any other business in which Defendants are involved.

**5.5** The Permitted Axanar Segments may use the services of Robert Meyer Burnett, Gary Graham, Kate Vernon, Richard Hatch and J.G. Hertzler. Defendants will not use the services of any other actors that have previously worked on any authorized Star Trek production.

**5.6** Neither Robert Meyer Burnett, nor Peters, or anyone else on the production team of the Permitted Axanar Segments will be compensated for any services in connection with the making of the Permitted Axanar Segments.

**5.7** Defendants will refrain from creating any reproductions of any of Plaintiffs' Star Trek works in the Permitted Axanar Segments, and agree that they will not create scenes intended to mimic scenes in the Star Trek works.

**5.8** Defendants will not attempt to register *Axanar*, the Axanar Works, or the Permitted Axanar Segments under copyright or trademark law, or claim independent or exclusive rights against Plaintiffs.

**5.9** Defendants may not themselves, or authorize, induce or license others (directly or indirectly) to, create, manufacture or distribute, any merchandise that is tied to Star Trek, or based on, related to, confusingly similar, or derivative of Star Trek or the elements therein to exploit or raise money for, *Prelude to Axanar*, the Permitted Axanar Segments, or the Documentary described in Paragraph 6 hereinafter, or for any other purpose. To the extent that Defendants sell existing props or costumes used in the production of the Axanar Works, the items themselves, packaging and/or promotion thereof must be prominently identified as "Axanar Fan Production" and may not include the terms Star Trek or the term "official."

**5.10** Defendants will only distribute, exhibit or perform the Permitted Axanar Segments by: (a) streaming or exhibiting them on YouTube; (b) by the distribution of recorded copies in accordance with this Paragraph 5.10 and Paragraph 5.11 and (c) at film festivals and conventions, provided that Defendants are not permitted to exhibit, market, or promote Permitted Axanar Segments at any official Star Trek events or conventions; provided that any such method of distribution as set forth in (a), (b) or (c) of this Paragraph 5.10 shall be on a completely non-commercial basis. For this purpose, non-commercial means that absolutely no money is paid to or made by Defendants or anyone else from such distribution, including but not limited to placement of any ads in connection with its distribution, or the collection of any ad revenue, revenue from ticket sales, or compensation or reimbursement of expenses. Defendants agree that the methods of distribution described in this Paragraph 5.10 and Paragraph 5.11 shall be the only means of distribution of the Permitted Axanar Segments, and that any other form of distribution by Defendants shall constitute copyright infringement of Plaintiffs' copyrights.

**5.11** Defendants will distribute or give away any existing DVDs and Blu-Rays of *Prelude to Axanar* or the Permitted Axanar Segments as perks to those persons who have donated towards the making of *Prelude to Axanar* or the Permitted Axanar Segments as of the time of the execution of the Settlement Agreement. Defendants will only manufacture additional DVDs and Blu-Rays as perks to satisfy those owed to such existing donors. Within 15 days of the execution of this Settlement Agreement, Defendants must provide Plaintiffs with an accounting of donor numbers and discs produced, distributed, and yet to be distributed. All discs must be distributed to the donors within six (6) months after the release of the Permitted Axanar Segments. Except for ten (10) archival copies of *Prelude to Axanar* and the Permitted Axanar Segments which may be retained by Defendants for their personal use, any remaining inventory



of DVDs shall be turned over to Plaintiffs for destruction within thirty (30) days of the end of the six (6) month period.

**5.12** Defendants shall not explicitly or impliedly hold themselves out to, or tell any third parties, that Defendants have a relationship with Plaintiffs, collaborated or are willing to collaborate with Plaintiffs, or doing any work for or are prepared to provide other forms of assistance to Plaintiffs in the future.

**5.13** Defendants agree that they will, jointly with Plaintiffs, release to the press and other media a joint statement in the form annexed hereto as Exhibit B.

**5.14** For any of Defendants' future fan film production that uses original or distinctive elements from the Star Trek universe (that are not a legally protected parody, satire, or documentary that complies with Paragraph 6 below), Defendants will honor any fan film guidelines that are released by Plaintiffs, including but not limited to the Guidelines.

**5.15** Defendants will not use Star Trek or any confusingly similar mark or Axanar in the same of any studio space, or any Star Trek or Axanar elements (including, for example, logos, images, sets, character names, species' names, costumes, props) in the promotion of the leasing of the space, or in the space itself.

**5.16** Defendants will not publicly fundraise for the Permitted Axanar Segments, nor accept any publicly-raised funds from others through crowdfunding websites (including, for example Indiegogo, Kickstarter, or GoFundMe) or any other public website (including, for example, Axanarproductions.com or other third party websites) or any social media accounts, including but not limited to any posting on Facebook pages (regardless of whether the account is public or considered a private group). For avoidance of doubt, Defendants may accept donations solicited privately to fund the Permitted Axanar Segments through email, mail, private Facebook

messages (not posted on any wall), or phone, and may speak directly to other private individuals, so long as no public statements or requests are made with respect to fundraising, including but not limited to public statements or requests at Star Trek or Comic Con conventions, or any other convention or public gathering. For the avoidance of doubt, Defendants shall remove all statements, requests, postings, solicitations or requests to donate (or such terms as “donate” or “click here to contact for donations” or similar terms or statements) from all public websites, including any of Defendants websites. On the condition that all of the restrictions in this Paragraph are followed by Defendants, Plaintiffs will not object if more money is privately raised for the Permitted Axanar Segments than would otherwise be allowed under the Guidelines.

**5.17** The Permitted Axanar Segments may not be released within three (3) months before or one (1) month after the release of the first episode of the upcoming television series, *Star Trek: Discovery* While that series is scheduled to debut in May of 2017, in the event that the debut changes from May 2017, Defendants will not release the Permitted Axanar Segments within three (3) months before one (1) month after the release of the first episode of *Star Trek: Discovery*, as long as there is a public announcement about the change to the release date made at least sixty (60) days before May 2017, or any other future altered release date.

**6. DOCUMENTARY.**

With respect to any documentary that Defendants create or participate in (whether by interview, producing, directing, distributing, promoting or other means) regarding the production of *Prelude to Axanar* and the Permitted Axanar Segments (“the Documentary”), Defendants agree:

a. The Documentary will not reveal any Confidential Information obtained in connection with the Lawsuit;

b. The Documentary will not discuss or depict any documents or testimony that has been designated as Confidential or Highly Confidential in the Lawsuit, will not discuss or disclose the content of any settlement communications from the Lawsuit, and will not discuss legal strategy or any statements made by the parties or their counsel regarding their legal positions in the Lawsuit, including but not limited to any statements or testimony from Justin Lin and J.J. Abrams relating to the Lawsuit;

c. The Documentary may refer to the fact that a lawsuit was filed, and to the fact that the Lawsuit was settled, without revealing any details of this Settlement Agreement or any of its terms. The Documentary may also explain that because of the lawsuit and the underlying dispute, production of the Permitted Axanar Segments was delayed, and the format changed. Other than the foregoing, the Documentary shall not discuss the lawsuit, and any such discussion shall be a breach of the confidentiality provision of this Settlement Agreement.

**6.1** The Documentary may not be released within three (3) months before or one (1) month after the release of the first episode of the upcoming television series, *Star Trek: Discovery*. While the series is currently scheduled to debut in May of 2017, in the event that the debut changes from May 2017, Defendants will not release the Documentary within three (3) months before or one (1) month after the release of the first episode of *Star Trek: Discovery*, as long as there is a public announcement about the change to the release date made at least sixty (60) days before May 2017, or any other future altered release date.

**6.2** The Documentary is subject to the same conditions and limitations as set forth in Section Paragraphs 5.1, 5.3, 5.9, 5.17 above.

**7. REPRESENTATIONS AND WARRANTIES.**

The Parties hereto, and each of them, further represent, warrant and agree with each other as follows:

**7.1** Each person and entity executing this Settlement Agreement has full power and authority to do so and all necessary resolutions and authorizations have been obtained.

**7.2** The warranties and representations contained in this Settlement Agreement shall survive its execution and performance.

**7.3** Each Party, and their attorneys, has made such investigation of the facts pertaining to this settlement, and all of the matters pertaining thereto, as they deem necessary.

**7.4** This Settlement Agreement is executed by each Party without relying upon any statement or representation by any other party or their representatives concerning the nature and extent of any injury and damages, or legal liability, except as specifically set forth herein.

**7.5** Each Party has received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Settlement Agreement, and prior to the execution of this Settlement Agreement, such party and their attorney reviewed this Settlement Agreement and made all desired changes.

**7.6** This Settlement Agreement has been carefully read by, the contents hereof are known and understood by, and is signed freely by each Party, and each Party is acting in the absence of coercion, duress or undue influence.

7.7 There have been no other representations, warranties, agreements or understandings between the Parties hereto with respect to the subject matter herein, other than as set forth in this Settlement Agreement.

7.8 Peters represents that prior to the execution of this Settlement Agreement he has reimbursed Axanar Productions for all previous compensation and reimbursement for personal expenses that he received from Axanar Productions.

7.9 Peters represents that the URLs, domain names and/or social media accounts listed I Paragraph 5.4 above, are the only URLs, domain names and/or social media accounts that he or Axanar Productions own or control which contain the name Star Trek, or any variant thereof.

**8. CONFIDENTIALITY.**

8.1 The terms of this Settlement Agreement and the statements, negotiations, and discussions leading up to or otherwise concerning this Settlement Agreement are strictly confidential, provided that the following will not be confidential:

- a. the fact of settlement;
- b. the fact that Defendants may continue to distribute *Prelude to Axanar* on YouTube consistent with the terms of Paragraph 4 of this Settlement Agreement; and
- c. the fact that Defendants may produce the Permitted Axanar Segments as two fifteen-minute segments to be distributed on YouTube consistent with the terms of Paragraph 5 of this Settlement Agreement.

8.2 Notwithstanding the foregoing, Defendants may disclose:

**a.** to actors, crew and donors and possible donors for the Permitted Axanar Segments that CBS and Paramount have allowed Defendants to use the services of Robert Meyer Burnett, Gary Graham, Kate Vernon, Richard Hatch and J.G. Hertzler, in connection with the Permitted Axanar Segments, but not for any other Star Trek “fan films” created by Defendants, consistent with the terms of Paragraphs 5.5 and 5.6 of this Settlement Agreement; and **b.** to those donors or possible donors for the Permitted Axanar Segments who are contacted in accordance with the methods that are acceptable under Paragraph 5.16 of this Settlement Agreement, that Defendants are prohibited from any public fundraising, from accepting any publically-raised funds from others and that no one may publicly fundraise on their behalf.

**8.3** Notwithstanding the foregoing, the Parties may disclose the terms of this Settlement Agreement:

- a.** As required to enforce its terms;
- b.** As necessary to inform legal counsel, financial advisors, tax preparers, and taxing authorities of the Parties’ legal and financial affairs, but only on a strict “need to know” basis and provided they comply with the obligations set forth in this Paragraph 8; or
- c.** If compelled to do so by legal process, including without limitation a subpoena duces tecum, or other court order or proceeding required by law.

**9. GENERAL PROVISIONS.**

**9.1** No supplement, modification, waiver or termination of this Settlement Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any of the provisions of this Settlement Agreement shall be deemed to constitute a waiver of any of the other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver. The failure to promptly exercise any remedy under this Settlement Agreement shall not be a waiver of such remedy or the ability to exercise that remedy at any later time.

**9.2** Each of the Parties hereto shall execute and deliver any and all necessary and reasonable additional papers, notarized documents, and other assurances and shall do any and all other acts and things necessary and reasonable in connection with the performance of their obligations hereunder and to carry out the intent of this Settlement Agreement.

**9.3** This Settlement Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, and each of them.

**9.4** This Settlement Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. Delivery of signature pages by facsimile or electronic image file shall be as effective as delivery as are original ink signatures.

**10. DISPUTE RESOLUTION.**

This Settlement Agreement shall be construed in accordance with, and be governed and enforced by, the laws of the State of California. In the event of a breach by any Party of this Agreement, the non-breaching Party shall send written notice of such breach to the allegedly breaching Party. If such breach is not completely cured within ten (10) business days

of the sending of such notice (which notice shall be sent by both e-mail and regular mail to the addresses provided below), the non-breaching party may commence a proceeding for such breach as provided in this paragraph.

The Parties agree that except as set forth herein, any controversy or claim arising out of or relating to this Settlement Agreement, or any breach thereof, including, without limitation, any controversy relating to the arbitrability of any dispute, shall be submitted to Arbitration with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any such arbitration shall be governed by California law, shall take place before a single arbitrator and will take place in Los Angeles, California. The arbitrator shall be selected in the following manner: JAMS will provide a list of ten (10) potential arbitrators to the Parties. Each Party may strike up to four (4) names from this list. With respect to the names not stricken by a Party, the Party shall rank the remaining potential arbitrators in order of preference, and return the list to JAMS. From the lists furnished by the Parties, JAMS shall select the arbitrator that was not stricken by any Party, and whose cumulative rank is highest among the Parties.

It is agreed that with respect to any violation by Defendants of this settlement agreement with respect to *Prelude to Axanar*, or the Permitted Axanar Segments, the Arbitrator shall be authorized to grant injunctive relief, including preliminary injunctive relief, and that such judgment of injunctive relief may be entered and enforced in any appropriate court of law. In any arbitration between the parties, the arbitrator shall award reasonable attorneys' fees and costs to the prevailing party. Further, notwithstanding anything to the contrary in the foregoing, if Defendants create any works using Star Trek copyrighted elements other than *Prelude to Axanar* and the Permitted Axanar Segments, any dispute regarding those works shall not be subject to this agreement to arbitrate; rather, any action involving such works shall only be



brought in the appropriate court, and the decision as to whether such dispute is arbitrable shall be made by the Court, and not by any arbitrator.

## **11. NOTICE PROVISION**

Any notices required to be sent under this Agreement shall be sent to the following addresses:

### To CBS

Mallory Levitt, Esq.  
CBS Corporation  
51 West 52nd Street  
New York, New York 10019-6188  
[mallory.levitt@cbs.com](mailto:mallory.levitt@cbs.com)

### To Paramount

Daniel Cooper, Esq.  
Paramount Pictures Corporation  
5555 Melrose Avenue  
Hollywood, CA 90038  
[daniel.cooper@paramount.com](mailto:daniel.cooper@paramount.com)

### To Alec Peters and Axanar Productions, Inc.

Sheldon E. Friedman  
Attorney At Law  
[sfriedman@fdmlaw.com](mailto:sfriedman@fdmlaw.com)  
Tel: 404.236.8604  
Fax: 404.236.8601  
Friedman, Dever & Merlin, LLC  
5555 Glenridge Connector, NE Suite 925  
Atlanta, Georgia 30342

And

[alec@propworx.com](mailto:alec@propworx.com)  
[alec@axanarproductions.com](mailto:alec@axanarproductions.com)  
[bawdenlareaupr@gmail.com](mailto:bawdenlareaupr@gmail.com)

**12. RETURN OR DESTRUCTION OF MATERIALS.**

Within thirty (30) days of the execution of this Settlement Agreement, the Parties and their counsel shall return all documents received in this action that were designated as “CONFIDENTIAL INFORMATION” or as “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” pursuant to the parties’ stipulated Protective Order. In lieu of returning all such material, counsel for the Parties may certify that all such documents have been destroyed. This paragraph shall not apply to work product of counsel, or to counsel’s copies of pleadings, briefs or declarations.

IN WITNESS WHEREOF, the parties hereto have approved and executed this agreement on the date set forth opposite their respective signatures.

**ACCEPTED AND AGREED:**

DATED: \_\_\_\_\_

PARAMOUNT PICTURES CORPORATION

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CBS STUDIOS INC.

By: \_\_\_\_\_

DATED: \_\_\_\_\_

AXANAR PRODUCTIONS, INC.

By: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
ALEC PETERS

