



Greg G. Allen, Clerk
Forsyth County, Georgia

**IN THE SUPERIOR COURT OF FORSYTH COUNTY
STATE OF GEORGIA**

ALEC PETERS,)
)
 Plaintiff,)
)
 v.)
)
 PAUL JENKINS,)
 META STUDIOS LLC, and)
 META STUDIOS ATL LLC)
)
 Defendants.)

Civil Action File No.: TBD

Jury Trial Demanded

VERIFIED COMPLAINT

COMES NOW Plaintiff ALEC PETERS, by and through counsel, and hereby shows this Honorable Court the following:

JURISDICTION AND VENUE

1.

This is a civil action arising under Georgia Code § 51-5-4 (Libel and Slander).

2.

Venue is proper because Defendant PAUL JENKINS resides in Forsyth County, Georgia; and Defendants META STUDIOS LLC, and META STUDIOS ATL LLC are principally owned and controlled by Mr. Jenkins and have their principal office address in Forsyth County, Georgia.

PARTIES

3.

Plaintiff ALEC PETERS is a resident of Gwinnett County, Georgia and the principal owner and operator of the non-profit film production company Axanar Productions, Inc., the for-profit film production company Ares Productions Inc., and the film studio known as Ares Studios, Inc., all with their principal office address at 248 East Crogan Street, Suite 301, Lawrenceville, GA 30046 (referred to collectively as “Mr. Peters”).

4.

Mr. Peters has been engaged in the film production business at least since 2014.

5.

On information and belief, Defendant PAUL JENKINS is a resident of Forsyth County residing at 6580 Polo Fields Parkway, Cumming, GA 30040 and the principal owner and operator of Defendants META STUDIOS LLC and META STUDIOS ATL LLC with their principal office address at 6580 Polo Fields Parkway, Cumming, GA 30040 (referred to collectively as “Mr. Jenkins”).

6.

On information and belief, Mr. Jenkin provides media content and production services as Meta Studios LLC and META Studios ATL LLC.

7.

On information and belief, Mr. Jenkin has provided media content and production services since at least 2016.

FACTUAL ALLEGATIONS

8.

Mr. Peters has at all relevant times been the dominant author of the non-profit Star Trek fan film series known as “Axanar.”

9.

Axanar Productions, Inc. has at all relevant times been the principal producer of Axanar.

10.

As a Star Trek fan film series, many (but not all) cast and crew members contribute to the Axanar production on a voluntary, non-paid basis to enjoy their enthusiasm for the Star Trek subject matter and gain experience in film acting, directing, shooting, editing, costume design, theatrical makeup, music production, and related skills.

11.

Each episode of Axanar incurs hard costs in the range of tens of thousands of dollars for paid cast and crew, costumes, equipment, supplies, utilities, etc.

12.

Mr. Peters uses publication of the Axanar episodes to assist in the solicitation of contributions to offset the hard costs of the Axanar episodes.

13.

Axanar has been a successful serial film production since 2014 garnering considerable popularity and following in the Star Trek fan community, presently including over 4.5 million views on YouTube and over 90,000 subscribers to the Axanar YouTube channel.

14.

In October 2017, Mr. Peters invited Mr. Jenkins to join the Axanar team on a voluntary, non-paid basis.

15.

On information and belief, Mr. Jenkins knowingly joined the Axanar team in October 2017 on a voluntary, non-paid basis.

16.

On information and belief, Mr. Jenkins was aware when he joined the Axanar team that Axanar was a non-profit venture; that many Axanar team members chose to contribute to the production on a voluntary, non-paid basis; that significant hard costs were required to produce Axanar episodes; and that Mr. Peters was in the practice of using publication of the Axanar episodes to assist in the solicitation of contributions to offset the hard costs of production.

17.

Mr. Peters and Mr. Jenkins never agreed to monetary compensation for Mr. Jenkins, who was enthusiastic about joining the Axanar team without monetary compensation.

18.

Mr. Peters never raised requested monetary compensation or raised monetary compensation as an issue prior to his termination from the Axanar team.

19.

Mr. Jenkins was part of the Axanar team from October 2017 until June 18, 2020, when Mr. Peters terminated his participation.

20.

Throughout the period from October 2017 until June 18, 2020, Mr. Jenkins worked on the Axanar team on a voluntary, non-paid basis without requesting or receiving monetary compensation.

21.

On information and belief, Mr. Jenkins knew at all relevant times that Mr. Peters intended to publish the Axanar episodes that Mr. Jenkins contributed, and to use publication of the episodes to assist in the solicitation of contributions to offset the hard costs of the production.

22.

On information and belief, Mr. Jenkins knew at all relevant times that the Axanar production would likely suffer a significant financial loss if the episodes that Mr. Jenkins contributed to could not be published and used to assist in the solicitation of contributions to offset the hard costs of the production.

23.

Although not required to do so, Mr. Peters allowed Mr. Jenkins free use the Ares production studio, equipment, costumes and supplies for several days for projects unrelated to Axanar for Mr. Jenkin's own benefit as a "thank you" for his contribution to the Axanar production.

24.

Mr. Jenkins contributed to two Axanar episodes entitled “AXANAR: The Four Years War Parts IV and V” (the “Parts IV and V Episodes”) by editing a preexisting script authored by Mr. Peters and directing the filming of the episodes.

25.

On information and belief, Mr. Jenkins did not have professional experience as a film director prior to directing the Parts IV and V Episodes.

26.

Mr. Jenkins did not request and did not enter into any written agreement concerning compensation, work for hire, authorship, or copyright ownership pertaining to the Parts IV and V Episodes.

27.

Mr. Peters paid the hard costs of the Parts IV and V Episodes without monetary contribution from Mr. Jenkins.

28.

Mr. Peters exercised control over which tasks were assigned to Mr. Jenkins relating to the Axanar production.

29.

Mr. Peters exercised control over the performance of Mr. Jenkins' tasks as director including, without limitation, the selection of the location and timing of filming, selection of the filming crew, and production of visual effects.

30.

Mr. Peters exercised control over the ability to terminate Mr. Jenkins' participation on the Axanar team.

31.

Mr. Peters exercised control over the production of the Parts IV and V Episodes including, without limitation, selection of the studio, production team, actors, sets, set decoration, props, equipment and costumes involved in the production of the Parts IV and V Episodes.

32.

Mr. Peters retains control over final decisions regarding the content of the Parts IV and V Episodes including, without limitation, editing of the raw film footage, visual effects, and music.

33.

Mr. Peters retains control over film credit attribution for the Parts IV and V Episodes.

34.

Mr. Peters offered and Mr. Jenkins accepted “co-writer” and “director” film credit attribution for his assigned contributions to the Parts IV and V Episodes.

35.

Mr. Peters did not offer or agree to give Mr. Jenkins joint-authorship or co-ownership of the Parts IV and V Episodes.

36.

On information and belief, Mr. Jenkins at all relevant times understood and agreed that he would not receive joint-authorship or co-ownership of the Parts IV and V Episodes.

37.

Mr. Jenkins did not serve as “co-producer” for the Parts IV and V Episodes.

38.

Mr. Peters did not offer or agree to give Mr. Jenkins “co-producer” film credit attribution for the Parts IV and V Episodes.

39.

On information and belief, Mr. Jenkins at all relevant times understood that he would not receive “co-producer” film credit attribution for the Parts IV and V Episodes.

40.

Although the Parts IV and V Episodes were filmed on October 4 to 6, 2019, Mr. Jenkins failed to provide Mr. Peters with his “director’s selects” of the raw film footage, which is the customary first step in the editing process.

41.

Although Mr. Peters requested the “director’s selects” for the Parts IV and V Episodes on multiple occasions, Mr. Jenkins failed to deliver them.

42.

Mr. Jenkins did not complete the role of “director” for the Parts IV and V Episodes because he failed to provide Mr. Peters with the “director’s selects” for the episodes.

43.

On information and belief, Mr. Jenkins failed to perform the work necessary to prepare the “director’s selects” for the Parts IV and V Episodes.

44.

On May 15 and 17, 2020, Mr. Peters sent certain Axanar team members emails containing his plan to shoot additional Axanar episodes.

45.

On May 18, 2020, Mr. Jenkins responded with a profanity laced, demeaning email stating that “I don’t have the time nor energy to do s[] right now” and effectively demanded that the new episodes would have to be a “META co-production” as a condition of Mr. Jenkins’ involvement.

46.

Through an email dated June 18, 2020, Mr. Peters terminated Mr. Jenkins’ participation on the Axanar production team.

47.

Since his termination, Mr. Jenkins has insisted that a purported copyright held by Mr. Jenkins prevents Axanar from independently publishing the Parts IV and V Episodes because Mr. Jenkins purportedly “has not been compensated” for his contribution to the episodes.

48.

On information and belief, Mr. Jenkins contends that he is a “joint author” and therefore a co-owner of the Parts IV and V Episodes under U.S. Copyright law and threatens to sue Mr. Peters for copyright

infringement if he publishes the episodes without paying monetary compensation to Mr. Jenkins.

49.

A straightforward application of established U.S. Copyright law to the relevant facts does not confer on Mr. Jenkins joint authorship or co-ownership of the Parts IV and V Episodes.

50.

Even if Mr. Jenkins' claim to joint authorship was correct, his legal claims and threats would still be objectively baseless as obviously contrary to established U.S. Copyright law, a hallmark of which holds that one joint author cannot prevent another joint author from independently publishing the joint work or sue another joint author for copyright infringement of the joint work. 17 U.S.C. 201; *Comty. for Creative Non-Violence (C.C.N.V.) v. Reid*, 490 U.S. 730 (1989).

51.

Mr. Jenkins has persisted in his objectively baseless legal claims and threats even after his legal counsel was informed in writing of the correct understanding of U.S. Copyright law holding that one joint author cannot prevent another joint author from independently publishing the joint work or sue another joint author for copyright infringement of the joint work (without

prejudice to the fact that Mr. Peters maintains that Mr. Jenkins is not a joint author or co-owner of the Parts IV and V Episodes).

52.

On information and belief, Mr. Jenkins has undertaken a campaign of knowingly unjustified and objectively baseless legal claims and threats to intimidate Mr. Peters from publishing the Parts IV and V Episodes for the purpose of delaying the publication of the episodes and undermining Mr. Peters' ability to use publication of the episodes to assist in the solicitation of donations to cover the hard costs of production of the episodes.

53.

On August 8, 2020, Mr. Jenkins published a written statement styled "FOR IMMEDIATELY RELEASE" (the "Jenkins Public Statement") at least on Mr. Jenkins' Facebook page, which has a significant following in the Star Trek fan community.

54.

As of August 10, 2020, the Jenkins Public Statement had received 25 "likes" and 10 comments demonstrating distribution of the statement to multiple individuals other than Mr. Peters.

55.

The Jenkins Public Statement includes false statements calculated to injure Mr. Peters in his trade or profession including, without limitation, a false contention that META Studios was credited as “co-producer” of the Parts IV and V Episodes, and that the episodes “will not be used by the *Axanar* project as these materials are protected by [Mr. Jenkins’] copyright.”

56.

The Jenkins Public Statement includes additional false and overtly defamatory charges calculated to injure Mr. Peters in his trade or profession including, without limitation, impugning Mr. Peters’ “transparency, accountability and integrity” and ability to produce a “beautiful” film in his trade or profession as a film producer.

57.

On information and belief, Mr. Jenkins knew that statements in the Jenkins Public Statement were false, defamatory, and calculated to injure Mr. Peters in his trade or profession when he published the statement.

58.

On August 10, 2020, undersigned counsel for Mr. Peters sent a written demand to Mr. Jenkins’ counsel explaining the correct

understanding of joint authorship under U.S. Copyright law allowing each joint author to independently publish a joint work, and demanding that Mr. Jenkins take down all publication of the Jenkins Public Statement under his control and cease and desist from additional trade slander.

59.

The Jenkins Public Statement continues to be published at least on Mr. Jenkins' Facebook page.

60.

On information and belief, Mr. Jenkins published and continues to publish the Jenkins Public Statement for the calculated purpose of injuring Mr. Peters in his trade or profession as a film producer.

61.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement in a calculated effort to dissuade potential donors to contributing to Axanar.

62.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement in a calculated effort to destroy Axanar as a continuing Star Trek fan film series.

COUNT ONE

VIOLATION OF GEORGIA CODE 51-5-4

63.

The allegations of paragraphs 1-62 are realleged and incorporated herein by reference.

64.

Georgia Code 51-5-4(a) states that slander or oral defamation consists in ... (3) making charges against another in reference to his trade, office, or profession, calculated to injure him therein; and Georgia Code 51-5-4(b) states that in the situations described in paragraphs (1) through (3) of subsection (a) of this Code section, damage is inferred.

65.

The Jenkins Public Statement has been published to multiple people in the Star Trek fan community as shown on Mr. Jenkin's Facebook page.

66.

The Jenkins Public Statement constitutes a continuing violation of Georgia Code 51-5-4(a)(3) commonly referred to as trade slander.

67.

Mr. Jenkins' actions were, and continue to be, intentional and taken in bad faith.

68.

Mr. Jenkins has indicated through his continuing violation of Georgia Code 51-5-4 that, despite written notice of his violation, he will not stop slandering Mr. Peters unless judicially enjoined from doing so.

69.

As a result of Mr. Jenkins' actions, Mr. Peters has suffered injury in his trade or profession, monetary loss, emotional pain and suffering, inconvenience, mental anguish, and loss of enjoyment of life.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendants as follows:

1. Compensatory damages against Defendants in an amount inferred from Defendants' conduct;
2. Punitive damages in an amount sufficient to punish Defendants and deter Defendants and others from engaging in similar conduct;
3. An Order of this Honorable Court:
 - (a) requiring Defendants to take down all publications of the Jenkins Public Statement under their control,
 - (b) enjoining Defendants from future publication or transmission of the Jenkins Public Statement,

(c) ordering Defendants to publish a retraction of the Jenkins Public Statement in the same manner and for at least the same duration as Defendants' publication of the statement,

(c) ordering Defendants to publish an apology for the Jenkins Public Statement in the same manner and at least for the same duration as Defendants' publication of the statement, and

(d) enjoining Defendants from future trade slander of Plaintiff;

4. Costs of suit;
5. Attorneys' fees; and
6. Such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all causes so triable.

Dated: August 14, 2020.

/s/ Michael J. Mehrman
Georgia Bar No. 500975

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