



Greg G. Allen, Clerk  
Forsyth County, Georgia

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

<b>ALEC PETERS,</b>	)	
	)	<b>Civil Action File No.: 20CV-1257-3</b>
<b>Plaintiff,</b>	)	
	)	<b><u>Jury Trial Demanded</u></b>
<b>v.</b>	)	
	)	
<b>PAUL JENKINS,</b>	)	
<b>META STUDIOS LLC, and</b>	)	
<b>META STUDIOS ATL LLC</b>	)	
	)	
<b>Defendants.</b>	)	

**FIRST AMENDED 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 § 51-5-1 *et seq.* (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 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. and the film studio known as Ares Studios, Inc., with their principal office in Lawrenceville, Georgia (referred to collectively as “Mr. Peters”).

4.

Alec 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, Cumming, Georgia and the principal owner and operator of Defendants META STUDIOS LLC and META STUDIOS ATL LLC with their principal office in Forsyth County, Cumming, Georgia (referred to collectively as “Mr. Jenkins”).

6.

On information and belief, Paul Jenkin provides media content and production services as Meta Studios LLC and META Studios ATL LLC and personally controls the operations of these entities.

7.

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

### **FACTUAL ALLEGATIONS**

8.

Alec Peters has at all relevant times been the dominant author of the non-profit Star Trek fan film production 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 production, 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 is in the practice of releasing the Axanar episodes and related trailers for public viewing to assist in the solicitation of contributions to offset the hard costs of the Axanar episodes.

13.

Axanar has been a successful 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 releasing the Axanar episodes and related trailers for public viewing 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 for his roles on the Axanar team, and Mr. Jenkins was enthusiastic about joining the Axanar team without monetary compensation.

18.

Mr. Jenkins never requested monetary compensation, rendered an invoice, or raised monetary compensation as an issue relating to his roles on the Axanar team 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.

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.

22.

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 portions of the episodes.

23.

On information and belief, Mr. Jenkins knew at all relevant times that Mr. Peters intended to release the Parts IV and V Episodes and related trailers for public viewing, and to use the releases to assist in the solicitation of contributions to offset the hard costs of the production.

24.

On information and belief, Mr. Jenkins knew at all relevant times that the Axanar production would likely suffer a significant financial loss if the Parts IV and V Episodes and related trailers could not be released for

public viewing and used to assist in the solicitation of contributions to offset the hard costs of the production.

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 Parts IV and V Episodes.

29.

Mr. Peters exercised control over the performance of Mr. Jenkins' tasks as director of those portions of the Parts IV and V Episodes filmed under his direction 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 including, without limitation, Mr. Jenkins' roles as script editor and director of the portions of the Parts IV and V Episodes that had not yet been filmed.

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, music 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 portions of 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 portions of the Parts IV and V Episodes filmed on October 4 to 6, 2019, on multiple occasions, Mr. Jenkins failed to deliver them.

42.

Mr. Jenkins did not complete the role of “director” for the portions of the Parts IV and V Episodes filmed on October 4 to 6, 2019, 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 portions of the Parts IV and V Episodes filmed on October 4 to 6, 2019.

44.

On May 15 and 17, 2020, Mr. Peters sent certain Axanar team members emails containing his plan to shoot additional scenes for the Parts IV and V Episodes.

45.

On May 18, 2020, Mr. Jenkins knowingly or with reckless disregard for the truth responded with a false, profanity laced, and defamatory email sent to Mr. Peters and others which was calculated to damage Mr. Peters in his trade or profession stating, among other things, that “I don’t have the time nor energy to do s[ ] right now”; “You have absolutely no knowledge in this arena”; and effectively demanding that the Parts IV and V Episodes would have to be a “META co-production” as a condition of Mr. Jenkins’ continued involvement.

46.

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

47.

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

48.

On information and belief, Mr. Jenkins contends that Paul Jenkins 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 releases the episodes for public viewing 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 or using the joint work or sue another joint author for copyright infringement of the joint work (absent a governing assignment). 17 U.S.C. 201; *Cmty. 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 (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 knowingly or with reckless disregard for the truth has undertaken a campaign of unjustified and objectively baseless legal claims and threats to intimidate Mr. Peters from publishing the Parts IV and V Episodes for the purpose of preventing or delaying the release of the episodes and associated trailers for public viewing, and thereby undermining Mr. Peters' ability to use the release of the episodes and associated trailers to assist in the solicitation of donations to cover the hard costs of production of the episodes.

53.

On August 8, 2020, Mr. Jenkins knowingly or with reckless disregard for the truth published a false and defamatory written statement styled “FOR IMMEDIATELY RELEASE” (the “Jenkins Public Statement”) at least on Mr. Jenkins’ and Meta Studios’ Facebook pages, which have a significant following in the Star Trek fan community.

54.

The Jenkins Public Statement includes the following paragraph, which includes false and defamatory charges calculated to injure Mr. Peters in his trade or profession:

Atlanta, GA (August 8, 2120) - META Studios and its employees, including founder Paul Jenkin, are no longer associated with the Star Trek fan film *Axanar* led by Alec Peters. Paul’s credits on the project included co-writer and director, and META Studios was credited as the film’s co-producer; however, due to conflicts with META Studios’ core values of transparency, accountability, and integrity, we have removed ourselves from the credits. Paul’s rewritten *Axanar* script and all scenes filmed to date will not be used by *Axanar* project as these materials are protected by copyright. Paul Jenkins and META Studios will be removed from *Axanar* publications, websites, live streaming, social media, and the like, and no longer be used to bolster the solicitation of project donations.

55.

As of August 10, 2020, the Jenkins Public Statement had received 25 “likes” and 10 comments on Mr. Jenkins’ Facebook page demonstrating distribution of the statement to multiple individuals other than Mr. Peters.

56.

The Jenkins Public Statement refers to Alec Peters by name and 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 [Paul Jenkins’] copyright.”

57.

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.”

58.

On information and belief, the Jenkins Public Statement is calculated to undermine Mr. Peters’ plans, which had been previously communicated to Mr. Jenkins, to raise monetary donations to fund the hard costs of filming

additional scenes to complete the Parts IV and V Episodes, and thereby undermine Mr. Peters' ability to complete the episodes.

59.

The Jenkins Public Statement has been reproduced on "fanfilmfactor.com" where it has received hundreds of additional views.

60.

The Jenkins Public Statement has been discussed the email service "Axamonitor Daily" which included the comment, "Why it matters: Unable to use Jenkins' script and the footage he shot under META's auspices, Axanar may have suffered a deathblow. Without the script, Peters can't proceed with his planned film shoots without exposing himself legally. The situation effectively erases three years of work on the production."

61.

On information and belief, Mr. Jenkins knowingly or with reckless disregard for the truth published the Jenkins Public Statement for the calculated purpose of injuring Mr. Peters in his trade or profession.

62.

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, and demanding



that Mr. Jenkins take down all publications of the Jenkins Public Statement under his control and cease and desist from additional trade slander.

63.

The Jenkins Public Statement continues to be published at least on Mr. Jenkins' and Meta Studios' Facebook pages, which remain under Mr. Jenkins' control.

64.

On information and belief, Mr. Jenkins published the Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 for the calculated purpose of injuring Mr. Peters in his trade or profession as a film producer.

65.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 in a calculated effort to dissuade potential donors to contributing to Axanar.

66.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement and his email to Mr. Peters and others dated May

18, 2020 in a calculated effort to destroy Axanar as a continuing Star Trek fan film production.

**COUNT ONE**

**VIOLATION OF GEORGIA CODE § 51-5-1 ET SEQ. (Libel)**

67.

The allegations of paragraphs 1-65 are realleged and incorporated herein by reference.

68.

Georgia Code § 51-5-1 states (a) A libel is a false and malicious defamation of another, expressed in print, writing, pictures, or signs, tending to injure the reputation of the person and exposing him to public hatred, contempt, or ridicule; (b) The publication of the libelous matter is essential to recovery.

69.

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.

70.

The definition of slander under Georgia Code § 51-5-4 has been incorporated into the definition of libel, and a published charge made against another in reference to his trade, office, or profession, calculated to injure him therein, although embodied in the definition of slander, also gives rise to an action for libel under Georgia Code § 51-5-1 *et seq.*

71.

The Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020, have been published in writing and communicated to multiple people in addition to Mr. Peters.

72.

Mr. Jenkins published the Jenkins Public Statement and sent his email dated May 18, 2020 to multiple people in addition to Mr. Peters knowing that these statements were false or with reckless disregard for the truth to intentionally injure Mr. Peters in his trade, occupation or business.

73.

The Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 constitute libel in violation of Georgia Code § 51-5-1 *et seq.*

74.

The Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 tends to injure Mr. Peters in his trade, occupation or business and therefore constitutes libel *per se* in violation of Georgia Code § 51-5-1 *et seq.*

75.

Damages are inferred and presumed because the Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 are libel *per se* that tends to injure Mr. Peters in his trade, occupation or business.

76.

Malice is inferred and presumed because the Jenkins Public Statement and his email to Mr. Peters and others dated May 18, 2020 is libel *per se* that tends to injure Mr. Peters in his trade, occupation or business.

77.

The Jenkins Public Statement constitutes a continuing libel *per se*.

78.

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

79.

Mr. Jenkins has indicated through his continuing libel that, despite written notice of his violation, he will not stop libeling Mr. Peters unless judicially enjoined from doing so.

80.

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 correction 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 libel of Plaintiff in reference to his trade, occupation or business as a film producer;

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.

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

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STATE OF GEORGIA

ALEC PETERS,

Plaintiff,

v.

PAUL JENKINS,  
META STUDIOS LLC, and  
META STUDIOS ATL LLC

Defendants.

)  
) Civil Action File No.: 20CV-1257-3

) Jury Trial Demanded

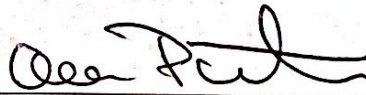
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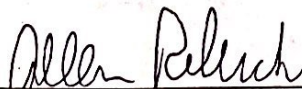
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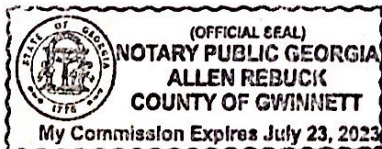
Personally appeared before me the undersigned Plaintiff who, after being duly sworn, states that the facts set forth in the foregoing FIRST AMENDED VERIFIED COMPLAINT are true and correct, and the facts alleged "on information and belief" are believed to be true and correct.

Sworn to and subscribed before me this

1 day of September, 2020.

  
\_\_\_\_\_  
Alec Peters

  
\_\_\_\_\_  
NOTARY  
My Commission Expires 7/23/2023



verified  
GP PL  
is JD