

EXHIBIT 2 TO OKI DECLARATION

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PARAMOUNT PICTURES
11 CORPORATION and CBS STUDIOS
INC.
12

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 PARAMOUNT PICTURES
CORPORATION, a Delaware
17 corporation; and CBS STUDIOS INC.,
a Delaware corporation,

18 Plaintiffs,

19 v.

20 AXANAR PRODUCTIONS, INC., a
21 California corporation; ALEC PETERS,
an individual, and DOES 1-20,

22 Defendants.
23

Case No.: 2:15-cv-09938-RGK-E

**PARAMOUNT PICTURES
CORPORATION'S AMENDED
RESPONSES TO
INTERROGATORIES, SET ONE
(NOS. 4, 5, 8 AND 9)**

1 PROPOUNDING PARTY: Defendants Axanar Productions, Inc. and Alec
2 Peters

3 RESPONDING PARTY: Plaintiff Paramount Pictures Corporation

4 SET NO.: ONE

5 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure,
6 Plaintiff Paramount Pictures Corporation (“Paramount”), by and through its
7 attorneys, Loeb & Loeb LLP, hereby responds to Defendants’ First Set of
8 Interrogatories (the “Interrogatories”) to Paramount, as follows:

9 **RESPONSES TO INTERROGATORIES**

10 **INTERROGATORY NO. 4:**

11 Identify every Star Trek Copyrighted Work that You claim has been infringed
12 by the *Axanar* Motion Picture.

13 **RESPONSE TO INTERROGATORY NO. 4:**

14 Paramount incorporates the General Objections as though fully set forth
15 herein. Paramount further objects to this Interrogatory on the grounds that it is
16 overly broad and unduly burdensome. Paramount further objects to this
17 Interrogatory as premature in light of the fact that discovery in this case is ongoing.
18 Subject to and without waiving the foregoing objections or General Objections,
19 Paramount responds as follows:

- 20 1. *The Original Series* episode “Whom Gods Destroy” (Reg. No. RE-769-
- 21 427,LP-44-729).
- 22 2. *The Original Series* episode “The Cage” (Reg. No. PA 314-430).
- 23 3. *The Original Series* episode “Errand of Mercy” (Reg. No. PA-58-283).
- 24 4. *The Original Series* episode “The Savage Curtain” (Reg. No. RE-769-
- 25 425, LP-44-372).
- 26 5. *Enterprise* episode “Shockwave, Part II” (Reg. No. PA-1-134-204).
- 27 6. *Enterprise* pilot episode “Broken Bow” (Reg. No. PA-1-072-515).
- 28 7. *Enterprise* episode “The Expanse” (Reg. No. PA-1-205-604).

- 1 8. *Enterprise* episode “Kir’shara” (Reg. No. PA-1-257-200).
- 2 9. *Enterprise* episode “Two Days and Two Nights” (Reg. No. PA-1-102-
- 3 974).
- 4 10. *Star Trek–The Motion Picture* (PA 58-633).
- 5 11. *Star Trek III The Search for Spock* (PA 214-571).
- 6 12. *Star Trek IV: The Voyage Home* (PA 313-406).
- 7 13. *Star Trek* (PA 1-626-900).
- 8 14. *Star Trek: The Role Playing Game - The Four Years War*
- 9 15. *Star Trek: The Role Playing Game - Return to Axanar*

10 Additionally, Defendants have infringed Plaintiffs’ copyrighted characters,
 11 including Vulcans, Klingons, Starfleet Captains, Garth of Izar, Soval, Chang, the
 12 U.S.S. Enterprise, Klingon ships, and Federation ships.

13 **INTERROGATORY NO. 5:**

14 Identify every Star Trek Copyrighted Work that You claim has been infringed
 15 by any version of the *Axanar* Script.

16 **RESPONSE TO INTERROGATORY NO. 5:**

17 Paramount incorporates the General Objections as though fully set forth
 18 herein. Paramount further objects to this Interrogatory on the grounds that it is
 19 overly broad and unduly burdensome. Paramount further objects to this
 20 Interrogatory as premature in light of the fact that discovery in this case is ongoing.
 21 Subject to and without waiving the foregoing objections or General Objections,
 22 Paramount responds as follows:

- 23 1. *The Original Series* episode “Whom Gods Destroy” (Reg. No. RE-769-
- 24 427,LP-44-729).
- 25 2. *The Original Series* episode “The Cage” (Reg. No. PA 314-430).
- 26 3. *The Original Series* episode “Errand of Mercy” (Reg. No. PA-58-283).
- 27 4. *The Original Series* episode “The Savage Curtain” (Reg. No. RE-769-
- 28 425, LP-44-372).

- 1 5. *Enterprise* episode “Shockwave, Part II” (Reg. No. PA-1-134-204).
- 2 6. *Enterprise* pilot episode “Broken Bow” (Reg. No. PA-1-072-515).
- 3 7. *Enterprise* episode “The Expanse” (Reg. No. PA-1-205-604).
- 4 8. *Enterprise* episode “Kir’shara” (Reg. No. PA-1-257-200).
- 5 9. *Enterprise* episode “Two Days and Two Nights” (Reg. No. PA-1-102-
- 6 974).
- 7 10. *Star Trek–The Motion Picture* (PA 58-633).
- 8 11. *Star Trek III The Search for Spock* (PA 214-571).
- 9 12. *Star Trek IV: The Voyage Home* (PA 313-406).
- 10 13. *Star Trek* (PA 1-626-900).
- 11 14. *Star Trek: The Role Playing Game - The Four Years War*
- 12 15. *Star Trek: The Role Playing Game - Return to Axanar*

13 In addition to the infringing elements already copied into the *Axanar Works*,
 14 on information and belief, the *Axanar Script* also infringes:

- 15 a. *Star Trek VI–The Undiscovered Country* (PA 558-359).
- 16 b. *The Original Series* episode “Journey to Babel” (Reg. No. RE-
- 17 714-288, LP-50-341).
- 18 c. *Star Trek: The Next Generation* episode “Sarek” (Registration
- 19 No. PA-501-117).
- 20 d. *Star Trek: The Next Generation* episode “Unification, Part I”
- 21 (Registration No. PA-573-177).
- 22 e. *The Animated Series* episode “The Counter-Clock Incident.”
- 23 f. *Deep Space Nine Series*.

24 Additionally, Defendants have infringed Plaintiffs’ copyrighted characters,
 25 including Vulcans, Klingons, Starfleet Captains, Garth of Izar, Soval, Chang, the
 26 U.S.S. *Enterprise*, Klingon ships, and Federation ships.

1 **INTERROGATORY NO. 8:**

2 Identify and describe the harm or injury You claim to have suffered as a result
3 of Defendants' actions as alleged in the FAC.

4 **RESPONSE TO INTERROGATORY NO. 8:**

5 Defendant Alec Peters raised over \$1 million from Star Trek fans, based on
6 his announced intent to create an "independent Star Trek film." Mr. Peters called
7 his independent Star Trek film, "*Star Trek: Axanar*." Mr. Peters took the funds
8 obtained from fans of Plaintiffs' Star Trek intellectual property and he produced and
9 released a twenty-minute film entitled "*Star Trek: Prelude to Axanar*." After the
10 completion and release of this twenty-minute film, Mr. Peters continued to raise
11 money from fans of Plaintiffs' intellectual property, and he paid himself, and his
12 then-girlfriend, tens of thousands of dollars in "salary" in connection with his
13 Axanar project. Mr. Peters also took the money obtained from fans and rented out a
14 studio in Valencia, California. Mr. Peters' stated intent in doing so was to create a
15 film studio (using funds from Star Trek fans) that he could utilize in the future to
16 create for-profit projects. Mr. Peters' production team generated a marketing plan
17 for his project stating that the first goal of Axanar Productions (Mr. Peters'
18 corporation) was to complete the *Star Trek: Axanar* film, while the second
19 "objective" of Axanar Productions was to "create and develop new models of
20 sponsorship and funding that will help Axanar productions generate profits on low
21 budget productions." Robert Meyer Burnett testified that this was an objective that
22 he had discussed with Alec Peters and the co-writer of the feature-length *Star Trek:*
23 *Axanar* screenplay, Bill Hunt, stated, while he was working on the film, that "my
24 understanding has been that we're trying to make the best independent professional
25 Star Trek feature film that's ever been done, and – in the process – to help build a
26 successful independent filmmaking studio that benefits us all."

27 Thus, Mr. Peters' stated goal was to create an "independent" "professional"
28 Star Trek film that was of a quality that could compete with Plaintiffs' intellectual

1 property, and Mr. Peters additionally hoped to continue to raise money from
2 consumers of Plaintiffs’ licensed intellectual property so that he could continue to
3 create, and profit from, Plaintiffs’ intellectual property.

4 Mr. Peters personally profited from Plaintiffs’ intellectual property by paying
5 himself with funds raised from consumers of Plaintiffs’ intellectual property and by
6 spending tens of thousands of dollars of those funds on his own personal expenses.
7 Mr. Peters used fan-raised funds to pay for the tires on his Lexus, to service his car,
8 to pay for his gas, each and every week for nearly two years, to pay for his
9 girlfriend’s gas for the same time period, to pay for two years of personal phone
10 bills for himself, his girlfriend and Robert Meyer Burnett, to pay for his health
11 insurance, his car insurance, his annual AAA memberships, his TSA airport pre-
12 check fee, and his personal travel to conventions, both in the United States and
13 internationally. Mr. Peters also used these funds to pay for tens of thousands of
14 dollars in restaurant meals. Mr. Peters and his girlfriend were provided with debit
15 cards that they used to pay for these expenses from the Axanar Productions account
16 – which account was populated with funds contributed by Star Trek fans. Further,
17 Mr. Peters’ company, Propworx, is housed in the studio facility that was rented and
18 built out using funds from Star Trek fans. Propworx has not paid any rent to Axanar
19 Productions for its use of this facility.

20 These funds, which Alec Peters personally profited from, were raised from
21 consumers of Plaintiffs’ intellectual property. Instead of purchasing licensed Star
22 Trek products, these consumers donated to Mr. Peters’ “independent Star Trek film”
23 project. Any dollar that a donor spends on Axanar is a dollar that they do not have
24 for authorized Star Trek merchandise or products.

25 Additionally, if the activity by Defendants becomes widespread, or if Mr.
26 Peters was permitted to continue to create Star Trek productions from his studio
27 paid for with fan funds, this conduct would have a direct economic impact on
28

1 Plaintiffs by virtue of the fact that there would be professional Star Trek films
2 competing with authorized Star Trek movies and television series.

3 Moreover, if viewers are viewing Axanar for free, they may not be
4 downloading or viewing the Star Trek films or television series.

5 Further, emails turned over by Christian Gossett, the director of *Star Trek:
6 Prelude to Axanar*, show that Mr. Peters met with Netflix and Amazon regarding
7 Axanar Productions. Mr. Peters was exploring methods by which he could
8 distribute high-quality Star Trek content, without a license, in order to enable him to
9 continue to personally profit from Plaintiffs' intellectual property.

10 The unrestricted and widespread conduct of the sort engaged in by the
11 Defendants in this case would result in a substantially adverse impact on the market
12 for Plaintiffs' products. This was Mr. Peters' stated intent, in fact, as he planned to
13 use the funds raised from Star Trek fans to build out a for-profit studio and to
14 continue to profit himself by creating additional productions of "independent" and
15 "professional Star Trek" films.

16 Mr. Peters' conduct also damages the market for derivative works, and
17 Plaintiffs have already created and licensed derivative works that include the
18 characters misappropriated by Defendants. These works include the published
19 novel, *Garth of Izar*, as well as the licensed works "The Four Years War" and
20 "Return To Axanar" which were included as part of Star Trek: The Role Playing
21 Game.

22 Indeed, for fifty years, Plaintiffs have continuously used the intellectual
23 property and characters from *The Original Series* to create new, authorized
24 derivative works, whether in the form of television series, feature films, or novels.

25 **INTERROGATORY NO. 9:**

26 Identify and describe the damages that You seek for each cause of action
27 asserted in the FAC, including by identifying and describing the method(s) used to
28 compute these damages.

1 **RESPONSE TO INTERROGATORY NO. 9:**

2 Pursuant to 17 U.S.C. § 504(c), Paramount is entitled to recover statutory
3 damages of up to \$150,000 for each infringing act by Defendants for the three
4 claims alleged for copyright infringement. The works alleged to be infringed are
5 included in the First Amended Complaint in this action and are further identified in
6 the interrogatory responses served by Plaintiffs. Mr. Peters' conduct in connection
7 with infringing Plaintiffs' works has been willful, in that he deliberately sought to
8 trade off Plaintiffs' intellectual property, repeatedly proclaimed that he was not
9 creating a "fan film" but was instead creating a "professional, independent Star Trek
10 film." Mr. Peters also stated that the quality of his Axanar works would rival
11 Plaintiffs' productions. Mr. Peters also appears to have attempted to create a
12 business relationship with Netflix and Amazon based on his infringing *Star Trek:*
13 *Axanar* project and, although Christian Gossett, the director of *Star Trek: Prelude to*
14 *Axanar*, testified that Mr. Peters told him about these meetings, and Mr. Gossett
15 produced a document showing that such meetings occurred, Mr. Peters has not
16 turned over any documents relating to his negotiations with these entities.

17 Mr. Peters was also fully aware of the infringing nature of his activities, as
18 over the course of several years, Mr. Peters (a trained attorney) repeatedly sent CBS
19 notices informing CBS that Mr. Peters believed that other entities and fan film
20 creators were engaging in "infringing" conduct. Again, Mr. Peters did not turn over
21 these communications in discovery, although CBS did.


22 Paramount further states that, in the alternative and at its election, pursuant to
23 17 U.S.C. § 504(b), Paramount is entitled to recover its actual damages and any of
24 Defendants' profits that are attributable to the infringement, the exact amount of
25 which actual damages and profits is currently unknown to Paramount and is subject
26 to Paramount's continuing investigation and discovery into the nature and extent of
27 Defendants' violations of the Copyright Act. Paramount has been able to determine
28 that Mr. Peters raised approximately \$1.5 million from donors in order to create *Star*

1 *Trek: Prelude to Axanar*, and to engage in production activities relating to the
2 planned full-length independent Star Trek film, *Star Trek: Axanar*. It is unclear
3 from Mr. Peters' discovery responses and documents produced to date how much of
4 those funds were used to pay himself, but Paramount is entitled to recover, as profits
5 relating to the infringing activity, all of those funds, including the amounts paid to
6 Mr. Peters, his girlfriend, and for his travel, gas, meals, tires and other personal
7 expenses as listed on Bates Nos. AX 30915-31129.

8 Paramount further states that, pursuant to 17 U.S.C. § 505 and/or other
9 applicable law, it seeks an award of its reasonable attorneys' fees and full costs of
10 this action, which fees and costs continue to accrue and cannot be computed at this
11 time.

12
13 Dated: October 28, 2016

LOEB & LOEB LLP
JONATHAN ZAVIN
DAVID GROSSMAN
JENNIFER JASON

14
15
16 By: 
17 David Grossman
18 Attorneys for Plaintiffs
19 PARAMOUNT PICTURES
20 CORPORATION and CBS STUDIOS
21 INC.
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PROOF OF SERVICE

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I, Kathryn M. Arnote, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Blvd., Suite 2200, Los Angeles, CA 90067.

On October 28, 2016, I caused a true copy of the **PARAMOUNT PICTURES CORPORATION'S AMENDED RESPONSES TO INTERROGATORIES, SET ONE (NOS. 4, 5, 8 AND 9)** to be served on the parties in this cause as follows:

(VIA MESSENGER SERVICE – PERSONAL DELIVERY) by giving the above-named document, for personal delivery on the party set forth below, to Nationwide Legal, Inc., a registered process service, having its principal place of business in the County of Los Angeles, State of California, and whose telephone number is (213) 249-9999, and whose business address is 1609 James M. Wood Blvd., Los Angeles, California 90015.

Erin R. Ranahan, Esq.
Kelly N. Oki, Esq.
Diana Hughes Leiden, Esq.
Winston & Strawn LLP
333 South Grand Avenue
Los Angeles, CA 90071

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 28, 2016, at Los Angeles, California.


Kathryn M. Arnote