

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:20-cv-2842-MSK-MEH

FALLEN PRODUCTIONS, INC., et al,

Plaintiffs,

v.

WILLIAM NELSON, and  
RYAN FLATTERY

Defendants.

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**BRIEF IN REPLY TO MINUTE ORDER [DOC. #55]**

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Plaintiffs FALLEN PRODUCTIONS, INC., HUNTER KILLER PRODUCTIONS, INC., RAMBO V PRODUCTIONS, INC., LHF PRODUCTIONS, INC., MILLENNIUM FUNDING, INC., HB PRODUCTIONS, INC., STOIC PRODUCTIONS, INC., VOLTAGE HOLDINGS, LLC, GUNFIGHTER PRODUCTIONS, LLC, SF FILMS, LLC, DEFINITION DELAWARE, LLC, AFTER PRODUCTIONS, LLC, MORGAN CREEK PRODUCTIONS, INC., and LAUNDRY FILMS, INC. (“Plaintiffs”), through their counsel Kerry S. Culpepper, submit this Brief in response to this Court’s Minute Order [Doc. #55] of Jan. 26, 2021.

The Plaintiffs agree that this matter should be closed provided that the Court maintains jurisdiction of this matter until Nov. 23, 2021 to enforce the settlement agreement between Plaintiffs and Defendant FLATTERY, and further until Nov. 20, 2025 to enforce the settlement agreement between Plaintiffs and Defendant NELSON.

Detailed Explanation of the Extraordinary Circumstances Necessitating the Court retain

### Jurisdiction

The settlement agreement between Plaintiffs and Defendant FLATTERY requires him to make six monthly payments to Plaintiff MORGAN CREEK PRODUCTIONS, INC. between January 15, 2021 and June 15, 2021. See Exhibit “1”.

The settlement agreement between Plaintiffs and Defendant NELSON requires him to make a minimum payment to Plaintiffs monthly for more than five years. See Exhibit “2”.

These generous arrangements were made in view of the impact the novel coronavirus has had on the employment situation of Defendants and further hardships currently endured by Defendant NELSON.

If the Court declines to retain jurisdiction to enforce such settlement agreements, Plaintiffs would have to keep cases open until the Defendant could make the required payments or, alternatively, demand a complete payment. However, the impact of the novel coronavirus on the United States economy cannot be understated. With this in view, Plaintiffs respectfully submit that either approach would be unconstructive, unnecessarily consume valuable judicial resources and be counterproductive to resolution of this and further matters.

Accordingly, the Plaintiffs respectfully request that this Court maintain jurisdiction to enforce the settlement agreements with Defendants FLATTERY and NELSON per the respective joint stipulations. Plaintiff no longer requests the Court to retain jurisdiction over now dismissed Defendant MOODY because he has fully complied with the financial terms of the settlement agreement.

DATED: Kailua-Kona, Hawaii, Jan. 26, 2021.

/s/ Kerry S. Culpepper

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