

From: Alan Elliott alanelliott@concordbicycle.com
Subject: Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781
Date: August 9, 2017 at 7:27 PM
To: Aldave, Walter N waldave@chubb.com



hi walter

Friday (8/11) between 2:00 PM – 3:00 PM ET is good.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

On Aug 9, 2017, at 7:26 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am available to talk on Friday (8/11) between 2:00 PM – 3:00 PM ET and Wednesday (8/16) between 1:00 PM – 5:00 PM ET. Please let me know if either of those days and times works for you.

Best,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

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From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:18 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Fwd: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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please let me know.

thank you.

-alan

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peace and love.

Begin forwarded message:

From: Winnie Wong <WWong@mmibi.com>
Date: July 6, 2017 at 4:32:28 PM PDT
To: Alan Elliot <alanelliott@concordbicycle.com>
Subject: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin /
Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Alan,

You are welcome to follow up with Walter directly – phone (860) 408-2529. See my email below. Thanks.

Winnie Wong
Senior Vice President
Momentous Insurance Brokerage, Inc.
5990 Sepulveda Blvd. Suite 550
Van Nuys, CA 91411
P: 818.933.2735 / F: 818.933.2793
E: WWong@mmibi.com
[Website](#) | [Blog](#)
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From: alan@alanelliott.net 
Subject: Re: AI's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781
Date: April 24, 2018 at 8:38 AM
To: Walter Aldave waldave@chubb.com



hi walter

are you around sometime today to talk on the phone with me about this? please let me know.

thank you.

-alan

phone: 323 988 9692

peace and love.



On Aug 9, 2017, at 7:30 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Alan,

I will await your call Friday at 2:00 PM ET.

Best,

Walt

CHUBB®

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

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From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:28 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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Walt

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E walter.aldave@chubb.com

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From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:18 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Fwd: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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From: Winnie Wong <WWong@mmibi.com>
Date: July 6, 2017 at 4:32:28 PM PDT
To: Alan Elliot <alanelliott@concordbicycle.com>
Subject: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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From: Alan Elliott alanelliott@concordbicycle.com 
Subject: Fwd: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781
Date: August 9, 2017 at 7:17 PM
To: waldave@chubb.com



hi walter

is there a good time to discuss this in the next few days?

please let me know.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

Begin forwarded message:

From: Winnie Wong <WWong@mmibi.com>
Date: July 6, 2017 at 4:32:28 PM PDT
To: Alan Elliot <alanelliott@concordbicycle.com>
Subject: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Alan,

You are welcome to follow up with Walter directly – phone (860) 408-2529. See my email below. Thanks.

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From: Winnie Wong
Sent: Tuesday, June 27, 2017 12:02 PM
To: 'waldave@chubb.com'
Cc: Nick Kozonis
Subject: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781
Importance: High

Walter,

I hope all is going well. Yesterday, I received the attached letter from an attorney representing Hiscox Insurance. They indicated that the Aretha Franklin lawsuit arose before the issuance of the policy.

I would really appreciate it if you would contact the insured Alan Elliott and have a legal response provided to him.

Thanks for all your help.

Winnie

From: alan elliott (ucla) [<mailto:alanelliott@q.ucla.edu>]

Sent: Monday, June 26, 2017 8:27 PM

To: Winnie Wong

Subject: Fwd: Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802]

let's please discuss tomorrow.

thank you.

-alan

[REDACTED]

phone: [323 988 9692](tel:3239889692)

peace and love.

Begin forwarded message:

From: "Cope, Victoria" <Victoria.Cope@clydeco.us>

Date: June 26, 2017 at 1:03:58 PM PDT

To: "alanelliott@g.ucla.edu" <alanelliott@g.ucla.edu>

Cc: "Bertschi, Scott" <Scott.Bertschi@clydeco.us>, "maria.clark@aon.com" <maria.clark@aon.com>, Bodden Tara <Tara.Bodden@HISCOX.com>

Subject: Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802]

Dear Mr. Elliott:

Please see the attached correspondence from Scott Bertschi in the above-referenced matter.

Should you have any questions or concerns, please do not hesitate to contact us.

Thank you,

Victoria Cope

Legal Administrative Assistant | Clyde & Co US LLP

Direct Dial: +1 404 410 3160 | **Mobile:** +1 404 374 5461



Hiscox_Amazing
Grace...17).pdf

From: alan elliott (ucla) alanelliott@g.ucla.edu 
Subject: Fwd: Amazing Grace
Date: September 1, 2017 at 5:25 PM
To: Walter Aldave waldave@chubb.com, Walter Aldave walter.aldave@chubb.com



hello walter

i am checking in to give you a bit more info:

<http://variety.com/2017/film/news/aretha-franklin-documentary-telluride-film-festival-screening-1202541316/>

(In 2015, Franklin sued to prevent a planned public screening of the film at the fest. In a complaint against Telluride filed in U.S. District Court in Colorado, the music icon contended that the 1972 footage “was taken with the express understanding that it would not be used commercially without agreement and consent by Ms. Franklin.” Plans to exhibit the movie, Franklin’s complaint read, were in violation of that (2103) quitclaim agreement she had with the film’s producer, Alan Elliott.)

and to see if there’s a time we might discuss this perhaps next week. please let me know.

thank you.

-alan

phone: 323 988 9692

peace and love.



Begin forwarded message:

From: alan elliott (ucla) <alanelliott@g.ucla.edu>
Subject: Amazing Grace
Date: August 11, 2017 at 11:21:46 AM PDT
To: Walter Aldave <waldave@chubb.com>, Walter Aldave <walter.aldave@chubb.com>

hello walter

thank you again for your time and consideration.

i will send a few emails with a lot of helpful informations.

below is the timeline and the virtual dossier can be found here:

<http://alsrecordsandtapes.com/amazinglaw/wbdocs/>

thank you-

alan

here is hiscox turning down of coverage:



Amazing Grace
- Frank...OC.pdf

here is the timeline:

Amazing Grace:

Amazing Grace basic timeline:

In 1972, Warner films filmed "Amazing Grace"- a documentary film of the recording of the album of the same name. Warners hired Academy Award nominated director Sydney Pollack. The film was made with a film crew, a gospel choir and in a church. All members of the production signed releases/contracts. Ms. Franklin was under "personal service contract" with Warner films.

The release of the documentary was either to be a feature film or a television special and was intended and the film is made mention of inside the film and is included in the album's liner notes.

The movie was unable to be finished due to technical problems (syncing audio and video).

153 mins of the 20+hours of shooting were able to be put together.

Warner Films and Atlantic Records used the 153 minutes in at least two films:

"Atlantic Records 25th Anniversary" in 1973

"Aretha Frankl: Queen of Soul; American Masters" in 1986

Both films are produced by Warner films. "American Masters" was produced by Ms. Franklin and released jointly by Atlantic Records and Warner Films.

in 2007, Warner Films gave me quitclaim.

in 2010, new technology allowed for sync between the film with the audio.

Major points:

The film was made as a promotional film- common at the time. (Aretha made similar films which are currently available, including "Soul Sister," "Live at the Concertgrabouw," "Live at the Fillmore"- all made between 1968-1972 and covered by the existing contract.) (<http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>) (<http://www.concertvault.com/aretha-franklin/fillmore-west-march-05-1971.html>) (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>)

In 1972, Atlantic Records (record company) and Warner Severn Arts (film company) were under Warner Communications

Why the film was not released in 1972:

The pre-digital limitation to sync the film and audio caused Warners to shelve the project in 1972. Over time, and with the sale of the music company, and because of the rerelease of the assets over time, the physical assets were spread out between the film and film companies. Many assets either needed sorting or could not be found when resurrection of the project began in 2007.

Granular Timeline:

In 1967, Aretha Franklin signed a recording contract with Atlantic Records.

In 1968, Aretha Franklin was the biggest artist at Atlantic Records and renegotiated a more wide ranging "personal services contract" that triangulates Ms. Franklin, Warner Films and Atlantic Records.

(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/judy%20noack%201998%20amazing%20grace.pdf>)

In January, 1972, Sydney Pollack, a film crew, musicians, choir and locations were hired (with unique documentation) by Warner Films to make "Amazing Grace."

(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazing%20releases%20church%20choir.pdf>)
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20legal%20pollack%20payment.pdf>)
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20cinemobile%20rental.pdf>)

The co-star of the film, Reverend James Cleveland says during filming that "If you see all these cameras around, they are getting it together for Warner Brothers."

In August, 1972, the "Amazing Grace" LP was released by Atlantic Records. Ms. Franklin has approval over liner notes and art as per the 1968 Warner/Atlantic contract. The back of the album reads:

"Look for the film by Sydney Pollack."

(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>)

In 1972, Mr. Pollack could not finish the film as the audio and film could not be put together to make a film.
([http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20memo%20for%20lip%20sync%20\\$\\$\\$.pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20memo%20for%20lip%20sync%20$$$.pdf))

In September, 1972, due to technical difficulties, Warner Films "wrote off" the film.
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20write%20off.pdf>)

Over the years, excerpts of the "Amazing Grace" film have been used; including but not limited to: "Atlantic 25: The History of Atlantic Records" in 1973
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/ATLANTAFILMFESTIVAL.tiff>); Aretha Franklin's American Masters: Aretha, the Queen of Soul in 1986 (produced by Ms. Franklin
(<http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>)). All usages are done in reliance of the 1968 agreement between Ms. Franklin, Atlantic and Warners, with Atlantic Records and Warner Films (owners and distributors of the above two films). Clips from "Amazing Grace" are used across countless media since the original release of the footage in 1973 without any further documentation.

In 2003, Time Warner sold the Warner Music Group. (From 1967 until 2003, Warner Films and Atlantic Records were under the Time Warner umbrella.)

In 2007, I gained quitclaim of all assets, including all contracts and releases for "Amazing Grace" from Warner Films. Warner Films could not locate Ms. Franklin's personal service contract. In my quitclaim, Warners asked for permission from Ms. Franklin. (<http://alsrecordsandtapes.com/amazinglaw/wbdocs/A-7,%202007%20Quitclaim%20Agreement.pdf>)

The 2011 agreement Ms. Franklin sued Mr. Elliott. Because Ms. Franklin claimed there was no contract and because we could not get access to her contract, a private settlement was reached without court jurisdiction.

In 2013, Warner Films discovered and provided (as per quitclaim) Ms. Franklin's contract to Mr. Elliott, providing proof of Ms. Franklin's legal permission to make the film.

In 2013, Warner Films discovered Ms. Franklin's contract. Warner Films affirmed that the 1968 contract fulfilled Ms. Franklin's permission. ([http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20\(Atlantic%20and%20Warner%20Bros.%20S even%20Arts\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20(Atlantic%20and%20Warner%20Bros.%20S even%20Arts).pdf))

After discovering the contract, Todd Musburger, attorney for Mr. Elliott, advised Arnold Reed, attorney for Ms. Franklin, that the 2011 settlement was no longer applicable as it could not be enforced due to the ongoing exploitation of the film assets by Warner Films and others (including Ms. Franklin). These film assets had, in fact, been exploited since 1972 by Warner Films, Atlantic Records and Ms. Franklin.

In April, 2015, Mr. Elliott advised Rick Levy, Ms. Franklin's agent, that Mr. Elliott would premiere the film at the Telluride Film Festival in September, 2015.

On August 20, 2015, Mr. Reed and Ms. Franklin's interview with the Detroit Free Press was published. In the article, Ms. Franklin said, "I love the film." Mr. Reed. (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>) The article

[http://www.247radio.com/aretha-franklin-possible-injunction-amazing-grace-toronto-2015-09-17/](#) The article states, two weeks before the Telluride Film Festival and three weeks prior to the Toronto Film Festival that "The film is already one of the most buzzed-about documentaries on the Toronto docket."

On September 4, 2015, Ms. Franklin received a 14 day injunction from the tenth circuit.

Continuance stipulations were entered which specifies "good faith negotiations."

The film was purchase by Lionsgate Films following the Toronto Film Festival in September, 2015.

Negotiations:

Between 2007 and the present, Mr. Elliott and his representatives have tried to negotiate with seven or more lawyers over four different law firms, five different agents across two different agencies, many different publicists/managers/friends of Ms. Franklin.

Ms. Franklin asked for 50% of film and \$1m advance but is not sharing record royalties. The film (me) does not share in record receipts (estimated by wmg as \$3-5m over five years).

After 15 consecutive months post-Telluride, 2015, on December 30, 2016, Ms. Franklin turned down \$1.125m and 50% of Mr. Elliott's shares in the film.

Errors from the hearing:

1.

- Q: "When did you become aware that this film would be shown at the Telluride Film Festival?"
- A (Ms. Franklin): A few days ago. I read about it online.

Truth: Ms. Franklin gave an interview with the Detroit Free Press two weeks prior in which they discussed the film being shown at the film festival. The headline reads: [Aretha Franklin considers legal action to halt film](#)

Further: Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed over the intervening time between the Elliott/Levy meeting.

Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

2.

- A (Ms. Franklin): They didn't have my approval... he was going to use my name and likeness and use my name to reap financial benefits.
- Q: You mentioned your name and likeness. Is that important to you?
- A (Ms. Franklin): Oh, absolutely. For them to show that film and to... ignore me where my name and reputation, my concern, would be terrible."

Ms. Franklin, in the Detroit Free Press interview, said, "I love the film."

3.

- Q: Do you allow people to videotape your concerts?
- A (Ms. Franklin): No, not without my approval.

In the liner notes for Ms. Franklin's "Amazing Grace" album (notes she has approval over contractually), it reads:"The recording of this album was filmed by Warner Brothers, Inc. with Sidney Pollack directing."

- warners selling the record company and not having contract
- warners/atlantic withholding the contract

4.

- In Ms. Franklin's affidavit, she claims in 3. that "The recording of "Amazing Grace" was videotaped."

There was a 16mm film crew with five cameras and an Oscar nominated director, Sydney Pollack.

While videotape is similar for film, the planning to have Mr. Pollack's, his crew, the coordinating and cooperation of Warner Films and Atlantic Records, the audio crew, the location planning, the setting up of lights, the planning and execution of contracts and setting up of obstreperous equipment of the day (1972) was a big undertaking.

5.

- In Ms. Franklin's affidavit, she claims in 5. that she "never gave permission... to any entity granting permission to use my name and likeness for commercial purposes with regards to the "Amazing Grace" film, or any film footage or audio recording..."

The audio recording of "Amazing Grace" has been the best selling Gospel album of all time since it's release by Atlantic Records in 1972, amongst many untruths about this statement.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-1\]%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-1]%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

6.

- In Ms. Franklin's affidavit, she claims in 8. that "In August 2015, I discovered that Mr. Elliott plans to show the film at the Toronto Film Festival. Mr. Elliott gave me no notice of his intent to show the film at the Toronto Film Festival. I found out after seeing it on the internet."
- In Ms. Franklin's affidavit, she claims in 9. that "On September 3, 2015, I discovered that Alan Elliott plans to show the film at the Telluride Film Festival"
- In Ms. Franklin's affidavit, she claims in 10. that "No representatives of the Toronto Film Festival or the Telluride Film Festival have contacted me regarding their planned showing of the film."

Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed continually over the intervening time between April 22, 2015 and the day Mr. Reed was fired days before the trial. Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

Ms. Franklin, in a published interview with the Detroit Free Press two weeks prior to the Telluride Film Festival, the article reads: "'Amazing Grace," which captures a star-studded gospel service headlined by Franklin in 1972, is scheduled to premiere on opening night of September's prestigious Toronto International Film Festival."

Ms. Franklin's lawyers, including Arnold Reed and David Bennett were both informed months before the festivals and Mr. Reed negotiated. Mr. Reed discussed the pending festivals in an interview with the Detroit Free Press.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-1\]%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-1]%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

7.

- In Ms. Franklin's affidavit, she claims in 11., that "I believe that the right as to when my concert footage should be seen publicly, and under what conditions, is a right that belongs to me. I have never given that right with respect to the 1972 concert to anyone else."

Ms. Franklin's contract is specific.

"4. All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property."

Artist grants to Company ... (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

This is the only contract which continues, since 1968, to be relied upon by Ms. Franklin, Atlantic Records and Warner Films.

Film of this specific concert has been used and licensed countless times by Ms. Franklin, Atlantic Records and Warner Films and continues to be displayed across all media as it has since 1973, including, but not limited to:

- commercial films
- documentary films
- television
- film clips
- YouTube

Aretha Franklin's personal service contract with Warner Films and Atlantic Records:

Warner Bros. and Atlantic Records continue to rely upon Ms. Franklin's personal service contract as they have for 49 years. The personal service contract covers all aspects of Ms. Franklin's "personal services" including film, tv, videos and recordings. This contract has been used to make LPs, Cds, Digital downloads, Videos, Cassettes, DVDs and whatever other coming reproductions. Ms. Franklin's personal service contract is what Warner Films, Atlantic Records and Ms. Franklin relied upon to make the film.

Ms. Franklin was always aware since the initial filming in 1972 of Warner Films' intent to make and distribute "Amazing Grace." She has never produced any documentation showing otherwise.

Ms. Franklin's contract is specific.

"4. All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property."

Artist grants to Company ... (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

(c) the sole and exclusive rights in, title to and ownership, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter know, obtained from recordings made here- under the performances embodied therein;

(d) the sole and exclusive right, if Company so desires, to to permit the public performances thereof, by means of radio broadcast or otherwise;"

Why the film was never released:

The reason the film was written off by Warner Brothers was because, due to technical difficulties, the film and music could not be put in sync. (document).

Telluride:

Ms. Franklin's contract, while hard to digest in an emergency session.

Atlantic Records refused Mr. Elliott access to Ms. Franklin's contract. Warner Films produced their copy of the personal service contract in 2013 after which Mr. Elliott, with the blessing of Warner Films, moved forward to finish the film for sale.

Plainly, there are releases for everyone in the production. The amount of information in terms of releases, contracts and planning are thorough and detailed. Every musician, choir member (even POTENTIAL choir members- those who could be possible replacements) are documented and accounted for with separate releases. Every 16 track tape, every 2 track tape, every piece of film was accounted for by, at the time, the largest film and music companies. Warners and Atlantic had a success a year prior with "Woodstock" and they were intent on duplicating a "synergy" between the film and music companies and had all ready used the blueprint (and would use it again and again).

Ms. Franklin presented to the court that she had no contract. However, after years of investigation, it is indisputable that Warner Films and Atlantic Records relied upon her personal services contract to make and distribute "Amazing Grace."

Fallout:

Ms. Franklin's offense rests on Warner Films mislabeling her contract when the company digitized it's paperwork from 40 years prior.

Ms. Franklin brought nuisance suits against Mr. Elliott, bullying him into agreements through threats, when in fact she had a contract which was being used the entire time and which she continues to collect on to this day.

Ms. Franklin took advantage of Mr. Elliott's lack of access to her contract.

- Detroit Free Press (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>):

"Franklin's attorney cast doubt on the validity of the 1972 contract Elliott said he has since turned up.

'The Titanic will surface before this letter surfaces,' said Reed, adding that he has advised Elliott's attorney not to proceed with the Toronto screening.

Such a contract would be irrelevant anyway, Reed said, because of the 2011 settlement agreement."

--

- every defense presented by Ms. Franklin has been done under false pretense:
 - she has a contract.
 - I would never have signed reed agreement if she had disclosed contract.
 - clearly every other thing is covered in ms franklin's contract. records, film, television.
 - wb either paid aretha the rate in the contract or considered it "promotional."
 - no responsibility to interpret what might have been negotiated- no proof there was any intended payment.
 - can't disentangle/carve out of this specific film- there is no other documents.
 - fillmore east is currently being sold.
 - abc documentary: 30 mins.: <http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>
 - american masters: <http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>
 - bob rooyens film "live at concertgebouw" (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>)(<http://www.jazzwax.com/2016/02/aretha-in-amsterdam-1968.html>)(http://www.openculture.com/2012/08/the_queen_of_soul_conquers_europe_aretha_franklin_in_amsterdam_1968.html)-12 songs... it's for sale now (<https://www.redbullet.nl/en/organisation/onset/>) (<http://www.northendhaarlem.nl/a-23574769/dvd-muziek/aretha-franklin-live-at-concertgebouw-1968-dvd/>)
 - 34 songs currently being "licensed" at reelin' in the years from the time under contract (http://reelinintheyears.com/database-search/?stage=show_results)
 - wgbh licenses (<http://reelinintheyears.com/wgbh-boston-and-reelin-in-the-years-productions-partner-to-license-music-footage/>)
- film from "Amazing Grace" is currently used- repeatedly. Countless. MTV, VH1, BET...
 - bet honors

- kennedy center honors
- photos are used from the filming.
- album liner notes- she has approval:
<http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>
- no further documentation- only WB contract.
- The film was unreleased because of technical difficulties: film could not be synced with music (show memo)
- agreed with representative to a contract.
 - Lionsgate
 - Concord
- re: Telluride:
 - six months advanced notice was given to her representatives prior to Telluride. (not when Telluride announced on that friday- as Franklin claimed)
 - Franklin's lawyer, Arnold Reed, validated the WB contract with my lawyer, Todd Musburger before Reed got fired.
 - settlement language in previous and present agreement specifies "good faith negotiations."
 - interview published by detroit free press two weeks before detailing knowledge of toronto film festival. weird legal reading.
 - she has breached agreements for "good faith" both in Telluride and in prior 2011 settlement.
- detroit free press article on broken agreements:
<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>
- History of shadiness: <http://www.deseretnews.com/article/681118/Refusal-to-pay-debts-tarnishing-Franklins-golden-image.html>
- Plainly, the film was made under contract with the full and complete compliance of Aretha Franklin.

Assets:

Because this recording was made for both the film and record companies, there was a thorough delineation and separation of assets.

Atlantic Records had one set of the 16 track audio recordings. Because they paid for all filming, Warner Films owned the film assets of "Amazing Grace." Warner Films also had another set of 16 track audio recordings (for use with the film).

All of the planning for "Amazing Grace" required high profile professional planning. Ms. Franklin was a big star for the record company and was working with an Academy Award nominated director (Sydney Pollack) for one of the largest film companies (Warner Films).

Post-Denver/Telluride:

Court ordered "good faith negotiations."

we have offered every permutation (she can buy film, i'll await her passing... or she can have a million dollars)...

what rights does she have to block the film?

possibilities:

- telluride should tell judge they want to show the movie.
- film is always being shown. wb is my partner.
- mediation.

court mandates good faith negotiations.

court documents as

unwind "respect" from ag?

why did the judge hear the case in the first place? there was no fire!

Why did the judge hear the case in the first place? there was no motion

mentioned toronto in article...

contract

- movie is still being shown
- hard to tug at thread
- fillmore
- precedent

fired lawyers

- arnold reed
- jonathan cantor

don wilson

respect

- she asked for

contract is there.

court documents:

For "Amazing Grace" Warner Films secured and relied upon many different contracts for each filmed cast and crew member, including the choir, the band, the church location and the film's director.

The documentation is thorough and intact.

It is equally clear that Warners and Ms. Franklin relied upon her personal service contract with Warner Films and Atlantic Records for her participation in the film.

the court ruling is too broad- the film was shown... is shown... and Elliott's partnership with warner brothers

In addition, Warner Seven Arts and Atlantic relied upon Ms. Franklin's contract on at least two occasions to distribute the film in different iterations, including "American Masters: the Queen of Soul" which Ms. Franklin produced.

In addition, Ms. Franklin's concerts from the Fillmore West are currently for sale at Wolfgang's Vault at http://www.concertvault.com/aretha-franklin/video/respect_1203725099.html.

other docs:

<http://www.wxyz.com/news/region/detroit/aretha-franklins-documents-recordings-found-by-man-in-detroit-home>

options:

- 1) she could buy the film from me.
- 2) i would not release it while she is alive if she would like to negotiate that.
- 3) go to court

thank you.

-alan

phone: 323 988 9692

peace and love.

thank you.

-alan

phone: 323 988 9692

peace and love.

From: Winnie Wong WWong@mmibi.com
Subject: RE: "amazing grace" insurance follow up...
Date: May 22, 2014 at 12:43 AM
To: alan elliott Alan@AlanElliott.net, Walter Adave waldave@chubb.com
Cc: Brian Musburger Brian@musburger.com, Todd W. Musburger todd@musburger.com



Hi Alan,

Walter is available on Friday - between 11:00 AM - 12:00 PM ET (8 AM PST) or 2:00 - 3:00 PM ET (11 AM PST).

11AM PST works best for me. Please let me know if this time works for everyone.

Kind regards, Winnie

Winnie Wong
P: 818.933.2735

From: alan elliott [mailto:Alan@AlanElliott.net]
Sent: Wednesday, May 21, 2014 4:59 PM
To: Winnie Wong; Walter Adave
Cc: Brian Musburger; Todd W. Musburger
Subject: "amazing grace" insurance follow up...

hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: 323 988 9692

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From: Todd Musburger todd@musburger.com
Subject: Re: "amazing grace" insurance follow up...
Date: May 22, 2014 at 5:01 AM
To: Winnie Wong WWong@mmibi.com
Cc: alan elliott Alan@alanelliott.net, Walter Adave waldave@chubb.com, Brian Musburger Brian@musburger.com



11:00 am PDT Friday works for us. Let's use our conference call in...Please call 712 432 1212, and use meeting ID 563 191 344. Thank you, Todd

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario
Suite 500
Chicago, Illinois 60611
312 664 2600

On Thu, May 22, 2014 at 2:42 AM, Winnie Wong <WWong@mmibi.com> wrote:

Hi Alan,

Walter is available on Friday - between 11:00 AM - 12:00 PM ET (8 AM PST) or 2:00 - 3:00 PM ET (11 AM PST).

11AM PST works best for me. Please let me know if this time works for everyone.

Kind regards, Winnie

Winnie Wong
P: [818.933.2735](tel:818.933.2735)

From: alan elliott [mailto:Alan@AlanElliott.net]
Sent: Wednesday, May 21, 2014 4:59 PM
To: Winnie Wong; Walter Adave
Cc: Brian Musburger; Todd W. Musburger
Subject: "amazing grace" insurance follow up...

hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: [323 988 9692](tel:323.988.9692)

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From: Alan Elliott alan@alanelliott.net

Subject: Re: "amazing grace" insurance follow up...

Date: May 22, 2014 at 9:39 AM

To: Winnie Wong WWong@mmibi.com

Cc: Walter Adave waldave@chubb.com, Brian Musburger Brian@musburger.com, Todd W. Musburger todd@musburger.com



hi everyone:

here is what works for me (all pst):

tomorrow: 8-9:30am

monday: all day

tuesday: 8-9am

wednesday: 8-11am

please let me know when's good.

thank you.

-alan

phone: 323 988 9692

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On May 22, 2014, at 12:42 AM, Winnie Wong <WWong@mmibi.com> wrote:

Hi Alan,

Walter is available on Friday - between 11:00 AM - 12:00 PM ET (8 AM PST) or 2:00 - 3:00 PM ET (11 AM PST).

11AM PST works best for me. Please let me know if this time works for everyone.

Kind regards, Winnie

Winnie Wong
P: 818.933.2735

From: alan elliott [<mailto:Alan@AlanElliott.net>]

Sent: Wednesday, May 21, 2014 4:59 PM

To: Winnie Wong; Walter Adave

Cc: Brian Musburger; Todd W. Musburger

Subject: "amazing grace" insurance follow up...

hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: 323 988 9692

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From: Todd Musburger todd@musburger.com
Subject: Re: "amazing grace" insurance follow up...
Date: May 22, 2014 at 9:52 AM
To: alan elliott Alan@alanelliott.net
Cc: Winnie Wong WWong@mmibi.com, Walter Adave waldave@chubb.com, Brian Musburger Brian@musburger.com



Tomorrow is now out...We could do Tuesday @ 10 am PDT, or Friday, the 30th anytime between 9 and 12 PDT

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario
Suite 500
Chicago, Illinois 60611
312 664 2600

On Thu, May 22, 2014 at 11:39 AM, alan elliott <Alan@alanelliott.net> wrote:
hi everyone:

here is what works for me (all pst):

tomorrow: 8-9:30am
monday: all day
tuesday: 8-9am
wednesday: 8-11am

please let me know when's good.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

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On May 22, 2014, at 12:42 AM, Winnie Wong <WWong@mmibi.com> wrote:

Hi Alan,

Walter is available on Friday - between 11:00 AM - 12:00 PM ET (8 AM PST) or 2:00 - 3:00 PM ET (11 AM PST).

11AM PST works best for me. Please let me know if this time works for everyone.

Kind regards, Winnie

Winnie Wong
P: [818.933.2735](tel:8189332735)

From: alan elliott [<mailto:Alan@AlanElliott.net>]
Sent: Wednesday, May 21, 2014 4:59 PM
To: Winnie Wong; Walter Adave

Cc: Brian Musburger; Todd W. Musburger
Subject: "amazing grace" insurance follow up...

hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

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From: Winnie Wong WWong@mmibi.com 
Subject: RE: "amazing grace" insurance follow up...
Date: May 22, 2014 at 12:22 PM
To: waldave@chubb.com, Alan Elliott Alan@AlanElliott.net
Cc: Brian Musburger Brian@musburger.com, Todd W. Musburger todd@musburger.com



Hi all, Tuesday at 11 am works for me.

Please advise.

Kind regards, Winnie

Winnie Wong
P: 818.933.2735

From: waldave@chubb.com [mailto:waldave@chubb.com]
Sent: Thursday, May 22, 2014 11:21 AM
To: Alan Elliott
Cc: Brian Musburger; Todd W. Musburger; Winnie Wong
Subject: Re: "amazing grace" insurance follow up...

8:00 AM PT or 11:00 AM PT on Tuesday work for me.

Thanks,

Walter Adave
Senior Claims Officer
Claims

Chubb & Son, a division of Federal Insurance Company
82 Hopmeadow Street, P.O. Box 2002
Phone: 860-408-2529 | Fax: 860-408-2464 | waldave@chubb.com
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▼ Alan Elliott ---05/22/2014 01:03:25 PM---how is 8 am/10 am/ 11 am on tuesday? thank you.

From: Alan Elliott <Alan@AlanElliott.net>
To: "Todd W. Musburger" <todd@musburger.com>, Brian Musburger <Brian@musburger.com>, Walter Adave <waldave@chubb.com>, Winnie Wong <WWong@mmibi.com>
Date: 05/22/2014 01:03 PM
Subject: Re: "amazing grace" insurance follow up...

how is 8 am/10 am/ 11 am on tuesday?

thank you.

-alan

phone: 323 988 9692

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On May 22, 2014, at 9:58 AM, Todd Musburger <todd@musburger.com> wrote:

My error...I should have written Tuesday @ 8 am PDT..

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario
Suite 500
Chicago, Illinois 60611
312 664 2600

On Thu, May 22, 2014 at 11:55 AM, Alan Elliott <Alan@alanelliott.net> wrote:
i can NOT do either.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

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On May 22, 2014, at 9:50 AM, Todd Musburger <todd@musburger.com> wrote:

Tomorrow is now out...We could do Tuesday @ 10 am PDT, or Friday, the 30th anytime between 9 and 12 PDT

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario

Suite 500
Chicago, Illinois 60611
312 664 2600

On Thu, May 22, 2014 at 11:39 AM, alan elliott
<Alan@alanelliott.net> wrote:

hi everyone:

here is what works for me (all pst):

tomorrow: 8-9:30am

monday: all day

tuesday: 8-9am

wednesday: 8-11am

please let me know when's good.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

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On May 22, 2014, at 12:42 AM, Winnie Wong
<WWong@mmibi.com> wrote:

Hi Alan,

Walter is available on Friday - between 11:00 AM - 12:00 PM ET
(8 AM PST) or 2:00 - 3:00 PM ET (11 AM PST).

11AM PST works best for me. Please let me know if this time
works for everyone.

Kind regards, Winnie

Winnie Wong
P: [818.933.2735](tel:8189332735)

From: alan elliott [<mailto:Alan@AlanElliott.net>]

Sent: Wednesday, May 21, 2014 4:59 PM
To: Winnie Wong; Walter Adave
Cc: Brian Musburger; Todd W. Musburger
Subject: "amazing grace" insurance follow up...

hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

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From: Winnie Wong WWong@mmibi.com
Subject: RE: "amazing grace" insurance follow up...
Date: May 22, 2014 at 1:58 PM
To: alan elliott Alan@AlanElliott.net
Cc: waldave@chubb.com, Brian Musburger Brian@musburger.com, Todd W. Musburger todd@musburger.com



Alan,

I am sorry to say that Tuesday 8 am is impossible for me...I have to drop my son off at school every day. Looks like you are available on Wednesday – how does 10am PST work? Please advise. Thanks.

Winnie Wong
P: 818.933.2735

From: alan elliott [mailto:Alan@AlanElliott.net]
Sent: Thursday, May 22, 2014 12:55 PM
To: Winnie Wong
Cc: waldave@chubb.com; Brian Musburger; Todd W. Musburger
Subject: Re: "amazing grace" insurance follow up...

(all pst) Tuesday at 8 works (NOT 11).

or...

monday: all day
tuesday: [8-9am](#)
wednesday: [8-11am](#)

thank you.

phone: 323 988 9692

Sent from a iPhone

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On May 22, 2014, at 12:22 PM, Winnie Wong <WWong@mmibi.com> wrote:

monday: all day
tuesday: 8-9am
wednesday: 8-11am

From: Alan Elliott alan@alanelliott.net
Subject: "amazing grace" insurance follow up...
Date: May 21, 2014 at 4:58 PM
To: Winnie Wong WWong@mmibi.com, Walter Adave waldave@chubb.com
Cc: Brian Musburger Brian@musburger.com, Todd W. Musburger todd@musburger.com



hi all

can we please coordinate a time to talk?

thank you.

-alan

phone: 323 988 9692

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From: Alan Elliott alan@alanelliott.net
Subject: Re: Amazing Grace Movie. LLC
Date: September 26, 2011 at 12:35 PM
To: Winnie Wong WWong@mmibi.com, Walter Adave waldave@chubb.com, George Rush george@gmrush.com
Cc: Rito Rivera rrivera@mmibi.com, Lisa Callif lisa@donaldsoncallif.com, Chris Perez chris@donaldsoncallif.com, Chiemi Karasawa chiemi@isotopefilms.com, Jeff Jampol jeff@jamincla.com
Bcc: JOSH Arce josh@brightlinedefense.org

so we all have it:
i have decided to make george rush our attorney (cc'd above for his email).
if you need george, his # is:
415.393.8005
thank you.

phone: 323 988 9692

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On Sep 23, 2011, at 1:09 PM, Winnie Wong wrote:

Hi Alan,

We've just spoken to the Chubb adjuster Walter Aldave. He will be call you shortly.

Kind regards, Winnie

From: Alan Elliott [mailto:alan@alanelliott.net]
Sent: Thursday, September 22, 2011 5:47 PM
To: Winnie Wong
Cc: Rito Rivera; Lisa Callif; Chris Perez; Chiemi Karasawa; Jeff Jampol
Subject: Re: Amazing Grace Movie. LLC

thank you.
there is a litigator who has been recommended:
george rush
(<http://www.gmrush.com/>)
please let me know if he would be ok'd.
thanks again.

phone: 323 988 9692

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On Sep 22, 2011, at 5:44 PM, Winnie Wong wrote:

Yes, Rito and I will check with the insurance carrier in the morning.

From: Alan Elliott [mailto:alan@alanelliott.net]
Sent: Thursday, September 22, 2011 5:41 PM
To: Winnie Wong
Cc: Rito Rivera; Lisa Callif; Chris Perez; Chiemi Karasawa; Jeff Jampol
Subject: Re: Amazing Grace Movie. LLC
Importance: High

yes, winnie.
and we talked too...
but isn't "next steps" that the insurance co. tells us a list of litigators or the like and then we get cracking?

phone: 323 988 9692

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On Sep 22, 2011, at 5:36 PM, Winnie Wong wrote:

Hi Alan,

We will follow up with the insurance adjuster tomorrow and advise ASAP.

Please note that I did call you the day the lawsuit had been received and sent the below email about the next steps.

Thanks. Winnie

-----Original Message-----

From: Winnie Wong
Sent: Tuesday, September 20, 2011, 10:36am
To: 'Lisa Callif'; 'Alan Elliott'; Chris Perez
Cc: Chiemi Karasawa; Jeff Jampol; Rito Rivera
Subject: FW: RE: Amazing Grace Movie. LLC

Hi Lisa,

We are reporting the claim to the Chubb insurance company. Once the claim is assigned and it is determined that coverage applies the insurance adjuster will provide a listing of panel attorneys.

If you have any questions, please feel free to contact Rito Rivera/Assistant Vice President:

Contact information:

Phone: 818.933.9861 / F: 818.453.9661

Email: rivera@mmibi.com

Kind regards, Winnie

From: Alan Elliott [<mailto:alan@alanelliott.net>]
Sent: Thursday, September 22, 2011 5:05 PM
To: Winnie Wong; Rito Rivera
Cc: Lisa Callif; Chris Perez; Chiemi Karasawa; Jeff Jampol
Subject: Re: Amazing Grace Movie. LLC

hi all.

i just want to remind folks that i haven't heard about any "next steps" and it has been a week.

i have heard that we can (hopefully) ask for an extension easily enough... and would welcome this option.

please advise as to how we can get this in gear.

thank you.

phone: 323 988 9692

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On Sep 20, 2011, at 10:36 AM, Winnie Wong wrote:

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If you have any questions, please feel free to contact Rito Rivera/Assistant Vice President:

Contact information:

Phone: 818.933.9861 / **F:** 818.453.9661

Email: rrivera@mmibi.com

Kind regards, Winnie

From: Lisa Callif [mailto:lisa@donaldsoncallif.com]
Sent: Tuesday, September 20, 2011 10:00 AM
To: 'Alan Elliott'; Winnie Wong; Chris Perez
Cc: Chiemi Karasawa; Jeff Jampol
Subject: RE: two things i need asap:

Hi Alan,

A defendant has 20 days to respond to a complaint in federal court. This can usually be easily extended by just asking the other lawyer for an extension. The fact that you may not have been served properly will also extend that time.

Next steps are for the insurer to appoint counsel.

Winnie, would it be possible to get a list of attorneys so we can choose?

Lisa A. Callif
Donaldson & Callif
400 S. Beverly Dr., Suite 400
Beverly Hills, CA 90212
O 310-277-8394
F 310-277-4870
lisa@donaldsoncallif.com

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From: Alan Elliott [mailto:alan@alanelliott.net]
Sent: Monday, September 19, 2011 6:42PM
To: Winnie Wong; Lisa Callif; Chris Perez
Cc: Chiemi Karasawa; Jeff Jampol
Subject: two things i need asap:

can you guys please let me know:

- 1) response time for the stuff that was filed
- 2) your thoughts on what next steps are

thank you.

phone: 323 988 9692

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Winnie Wong

Vice President

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<[image8ec6ee.jpg@0ce98a57.ce1c4b1d](#)>

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From: alan elliott Alan@AlanElliott.net 
Subject: amazing grace
Date: June 14, 2018 at 1:44 PM
To: Walter Aldave waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com



hi walter

thank you for your time today. i appreciate your patience and hope you can help make this make sense so chubb can properly defend me.

facts dictate that it would be wrong of chubb to take the position that there is no active claim to defend.

the fundamental premise of the order set forth in denver (<http://alsrecordsandtapes.com/amazinglaw/wbdocs/Franklin%20Injunction.pdf>) is to reach an agreement.

without the agreement, it is plainly stated in the order that we would reopen the case.

as we discussed, the order is basically an excuse to buy more time, and clearly, after more than three years awaiting finality and with absolutely no responsiveness in over a year from the other side, the case must get finished.

to this, the order specifies:

"... the proposed order contemplates administrative closure under D.C.COLO.LCIVR 41.2 , with the Parties having the right to reopen the case on good cause shown. In this instance, it would constitute good cause if the negotiations were to cease to be productive and Mr. Elliot desired to dispute the allegations of the Complaint, file his response, and litigate his defenses to Ms. Franklin's allegations."

the above is how the court DEFINES "good cause"- and when/why the case would need to be defended. clearly that definition has been met and plainly, we must defend the case.

in fact, the defense of the case is anticipated- and stated- multiple times within the order.

the first part of the order reads clearly:

"Plaintiff Aretha Franklin ("Plaintiff") and Defendant Alan Elliott ("Defendant") jointly move the Court to enter the attached Stipulated Order which enjoins the Defendant, Alan Elliott, from showing or screening certain film footage under the terms described in the Order, and also ask that the Court administratively close this case pursuant to local rule, while granting the Parties leave to reopen on good cause shown."

"It (the order) also addresses the Court's concerns about lack of progress by effectively taking the case off the docket, while giving the Parties the opportunity to reopen the case and restart the litigation for good cause."

i hope chubb will come to a logical, and humane, decision, and allow this to be defended.

thank you.

-alan

phone: 323 988 9692

peace and love.





From: alan elliott (ucla) alanelliott@g.ucla.edu 
Subject: Amazing Grace
Date: August 11, 2017 at 11:21 AM
To: Walter Aldave waldave@chubb.com, Walter Aldave walter.aldave@chubb.com



hello walter

thank you again for your time and consideration.

i will send a few emails with a lot of helpful informations.

below is the timeline and the virtual dossier can be found here:

<http://alsrecordsandtapes.com/amazinglaw/wbdocs/>

thank you-

alan

here is hiscox turning down of coverage:



Amazing Grace
- Frank...OC.pdf

here is the timeline:

Amazing Grace:

Amazing Grace basic timeline:

In 1972, Warner films filmed "Amazing Grace"- a documentary film of the recording of the album of the same name. Warners hired Academy Award nominated director Sydney Pollack. The film was made with a film crew, a gospel choir and in a church. All members of the production signed releases/contracts. Ms. Franklin was under "personal service contract" with Warner films.

The release of the documentary was either to be a feature film or a television special and was intended and the film is made mention of inside the film and is included in the album's liner notes.

The movie was unable to be finished due to technical problems (syncing audio and video).

153 mins of the 20+hours of shooting were able to be put together.

Warner Films and Atlantic Records used the 153 minutes in at least two films:
"Atlantic Records 25th Anniversary" in 1973
"Aretha Frankl: Queen of Soul; American Masters" in 1986

Both films are produced by Warner films. "American Masters" was produced by Ms. Franklin and released jointly by Atlantic Records and Warner Films.

in 2007, Warner Films gave me quitclaim.

in 2010, new technology allowed for sync between the film with the audio.

Major points:

The film was made as a promotional film- common at the time. (Aretha made similar films which are currently available, including "Soul Sister," "Live at the Concertgebouw," "Live at the Fillmore"- all made between 1968-1972 and covered by the existing contract.) (<http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>) (<http://www.concertvault.com/aretha-franklin/fillmore-west-march-05-1971.html>) (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>)

In 1972, Atlantic Records (record company) and Warner Severn Arts (film company) were under Warner Communications

Why the film was not released in 1972:

The pre-digital limitation to sync the film and audio caused Warners to shelve the project in 1972. Over time, and with the sale of the music company, and because of the rerelease of the assets over time, the physical assets were spread out between the film and film companies. Many assets either needed sorting or could not be found when resurrection of the project began in 2007.

Granular Timeline:

In 1967, Aretha Franklin signed a recording contract with Atlantic Records.

In 1968, Aretha Franklin was the biggest artist at Atlantic Records and renegotiated a more wide ranging "personal services contract" that triangulates Ms. Franklin, Warner Films and Atlantic Records. (<http://alsrecordsandtapes.com/amazinglaw/wbdocs/judy%20noack%201998%20amazing%20grace.pdf>)

In January, 1972, Sydney Pollack, a film crew, musicians, choir and locations were hired (with unique documentation) by Warner Films to make "Amazing Grace."
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazing%20releases%20church%20choir.pdf>)
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20legal%20pollack%20payment.pdf>)
(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20cinemobile%20rental.pdf>)

The co-star of the film, Reverend James Cleveland says during filming that "If you see all these cameras around, they are getting it together for Warner Brothers."

In August, 1972, the "Amazing Grace" LP was released by Atlantic Records. Ms. Franklin has approval over liner notes and art as per the 1968 Warner/Atlantic contract. The back of the album reads:

"Look for the film by Sydney Pollack."

(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>)

In 1972, Mr. Pollack could not finish the film as the audio and film could not be put together to make a film. ([http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20memo%20for%20lip%20sync%20\\$\\$\\$.pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20memo%20for%20lip%20sync%20$$$.pdf))

In September, 1972, due to technical difficulties, Warner Films "wrote off" the film. (<http://alsrecordsandtapes.com/amazinglaw/wbdocs/wb%20write%20off.pdf>)

Over the years, excerpts of the "Amazing Grace" film have been used; including but not limited to: "Atlantic 25: The History of Atlantic Records" in 1973

(<http://alsrecordsandtapes.com/amazinglaw/wbdocs/ATLANTAFILMFESTIVAL.tiff>); [Aretha Franklin's American Masters: Aretha, the Queen of Soul in 1986](#) (produced by Ms. Franklin (<http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>)). All usages are done in reliance of the 1968 agreement between Ms. Franklin, Atlantic and Warners, with Atlantic Records and Warner Films (owners and distributors of the above two films). Clips from "Amazing Grace" are used across countless media since the original release of the footage in 1973 without any further documentation.

In 2003, Time Warner sold the Warner Music Group. (From 1967 until 2003, Warner Films and Atlantic Records were under the Time Warner umbrella.)

In In 2007, I gained quitclaim of all assets, including all contracts and releases for "Amazing Grace" from Warner Films. Warner Films could not locate Ms. Franklin's personal service contract. In my quitclaim, Warners asked for permission from Ms. Franklin. (<http://alsrecordsandtapes.com/amazinglaw/wbdocs/A-7,%202007%20Quitclaim%20Agreement.pdf>)

The 2011 agreement Ms. Franklin sued Mr. Elliott. Because Ms. Franklin claimed there was no contract and because we could not get access to her contract, a private settlement was reached without court jurisdiction.

In 2013, Warner Films discovered and provided (as per quitclaim) Ms. Franklin's contract to Mr. Elliott, providing proof of Ms. Franklin's legal permission to make the film.

In 2013, Warner Films discovered Ms. Franklin's contract. Warner Films affirmed that the 1968 contract fulfilled Ms. Franklin's permission. ([http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20\(Atlantic%20and%20Warner%20Bros.%20Se](http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20(Atlantic%20and%20Warner%20Bros.%20Se)

After discovering the contract, Todd Musburger, attorney for Mr. Elliott, advised Arnold Reed, attorney for Ms. Franklin, that the 2011 settlement was no longer applicable as it could not be enforced due to the ongoing exploitation of the film assets by Warner Films and others (including Ms. Franklin). These film assets had, in fact, been exploited since 1972 by Warner Films, Atlantic Records and Ms. Franklin.

In April, 2015, Mr. Elliott advised Rick Levy, Ms. Franklin's agent, that Mr. Elliott would premiere the film at the Telluride Film Festival in September, 2015.

On August 20, 2015, Mr. Reed and Ms. Franklin's interview with the Detroit Free Press was published. In the article, Ms. Franklin said, "I love the film." Mr. Reed. (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>) The article states, two weeks before the Telluride Film Festival and three weeks prior to the Toronto Film Festival that "The film is already one of the most buzzed-about documentaries on the Toronto docket."

On September 4, 2015, Ms. Franklin received a 14 day injunction from the tenth circuit.

Continuance stipulations were entered which specifies "good faith negotiations."

The film was purchased by Lionsgate Films following the Toronto Film Festival in September, 2015.

Negotiations:

Between 2007 and the present, Mr. Elliott and his representatives have tried to negotiate with seven or more lawyers over four different law firms, five different agents across two different agencies, many different publicists/managers/friends of Ms. Franklin.

Ms. Franklin asked for 50% of film and \$1m advance but is not sharing record royalties. The film (me) does not share in record receipts (estimated by wmg as \$3-5m over five years).

After 15 consecutive months post-Telluride, 2015, on December 30, 2016, Ms. Franklin turned down \$1.125m and 50% of Mr. Elliott's shares in the film.

Errors from the hearing:

1.

- Q: "When did you become aware that this film would be shown at the Telluride Film Festival?"
- A (Ms. Franklin): A few days ago. I read about it online.

Truth: Ms. Franklin gave an interview with the Detroit Free Press two weeks prior in which they discussed the film being shown at the film festival. The headline reads: **Aretha Franklin considers legal action to halt film**

Further: Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed over the intervening time between the Elliott/Levy meeting.

Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

2.

- A (Ms. Franklin): They didn't have my approval... he was going to use my name and likeness and use my name to reap financial benefits.
- Q: You mentioned your name and likeness. Is that important to you?
- A (Ms. Franklin): Oh, absolutely. For them to show that film and to... ignore me where my name and reputation, my concern, would be terrible."

Ms. Franklin, in the Detroit Free Press interview, said, "I love the film."

3.

- Q: Do you allow people to videotape your concerts?
- A (Ms. Franklin): No, not without my approval.

In the liner notes for Ms. Franklin's "Amazing Grace" album (notes she has approval over contractually), it reads: "The recording of this album was filmed by Warner Brothers, Inc. with Sidney Pollack directing."

- warners selling the record company and not having contract
- warners/atlantic withholding the contract

4.

- In Ms. Franklin's affidavit, she claims in 3. that "The recording of "Amazing Grace" was videotaped."

There was a 16mm film crew with five cameras and an Oscar nominated director, Sydney Pollack.

While videotape is similar for film, the planning to have Mr. Pollack's, his crew, the coordinating and cooperation of Warner Films and Atlantic Records, the audio crew, the location planning, the setting up of lights, the planning and execution of contracts and setting up of obstreperous equipment of the day (1972) was a big undertaking.

5.

- In Ms. Franklin's affidavit, she claims in 5. that she "never gave permission... to any entity granting permission to use my name and likeness for commercial purposes with regards to the "Amazing Grace" film, or any film footage or audio recording..."

The audio recording of "Amazing Grace" has been the best selling Gospel album of all time since it's release by Atlantic Records in 1972, amongst many untruths about this statement.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-11\]20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-11]20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

6.

- In Ms. Franklin's affidavit, she claims in 8. that "In August 2015, I discovered that Mr. Elliott plans to show the film at the Toronto Film Festival. Mr. Elliott gave me no notice of his intent to show the film at the Toronto Film Festival. I found out after seeing it on the internet."
- In Ms. Franklin's affidavit, she claims in 9. that "On September 3, 2015, I discovered that Alan Elliott plans to show the film at the Telluride Film Festival"
- In Ms. Franklin's affidavit, she claims in 10. that "No representatives of the Toronto Film Festival or the Telluride Film Festival have contacted me regarding their planned showing of the film."

Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed continually over the intervening time between April 22, 2015 and the day Mr. Reed was fired days before the trial. Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

Ms. Franklin, in a published interview with the Detroit Free Press two weeks prior to the Telluride Film Festival, the article reads: "'Amazing Grace," which captures a star-studded gospel service headlined by Franklin in 1972, is scheduled to premiere on opening night of September's prestigious Toronto International Film Festival."

Ms. Franklin's lawyers, including Arnold Reed and David Bennett were both informed months before the festivals and Mr. Reed negotiated. Mr. Reed discussed the pending festivals in an interview with the Detroit

festivals and Mr. Reed negotiated. Mr. Reed discussed the pending festivals in an interview with the Detroit Free Press.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-1\]%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-1]%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

7.

- In Ms. Franklin's affidavit, she claims in 11., that "I believe that the right as to when my concert footage should be seen publicly, and under what conditions, is a right that belongs to me. I have never given that right with respect to the 1972 concert to anyone else."

Ms. Franklin's contract is specific.

"4. **All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ... (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

This is the only contract which continues, since 1968, to be relied upon by Ms. Franklin, Atlantic Records and Warner Films.

Film of this specific concert has been used and licensed countless times by Ms. Franklin, Atlantic Records and Warner Films and continues to be displayed across all media as it has since 1973, including, but not limited to:

- commercial films
- documentary films
- television
- film clips
- YouTube

Aretha Franklin's personal service contract with Warner Films and Atlantic Records:

Warner Bros. and Atlantic Records continue to rely upon Ms. Franklin's personal service contract as they have for 49 years. The personal service contract covers all aspects of Ms. Franklin's "personal services" including film, tv, videos and recordings. This contract has been used to make LPs, Cds, Digital downloads, Videos, Cassettes, DVDs and whatever other coming reproductions. Ms. Franklin's personal service contract is what Warner Films, Atlantic Records and Ms. Franklin relied upon to make the film.

Ms. Franklin was always aware since the initial filming in 1972 of Warner Films' intent to make and distribute "Amazing Grace." She has never produced any documentation showing otherwise.

Ms. Franklin's contract is specific.

"4. **All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ... (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

(c) the sole and exclusive rights in, title to and ownership, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter know, obtained from recordings made here- under the performances embodied therein;

(d) the sole and exclusive right, if Company so desires, to to permit the public performances thereof, by means of radio broadcast or otherwise;"

Why the film was never released:

Why the film was never released.

The reason the film was written off by Warner Brothers was because, due to technical difficulties, the film and music could not be put in sync. (document).

Telluride:

Ms. Franklin's contract, while hard to digest in an emergency session.

Atlantic Records refused Mr. Elliott access to Ms. Franklin's contract. Warner Films produced their copy of the personal service contract in 2013 after which Mr. Elliott, with the blessing of Warner Films, moved forward to finish the film for sale.

Plainly, there are releases for everyone in the production. The amount of information in terms of releases, contracts and planning are thorough and detailed. Every musician, choir member (even POTENTIAL choir members- those who could be possible replacements) are documented and accounted for with separate releases. Every 16 track tape, every 2 track tape, every piece of film was accounted for by, at the time, the largest film and music companies. Warners and Atlantic had a success a year prior with "Woodstock" and they were intent on duplicating a "synergy" between the film and music companies and had all ready used the blueprint (and would use it again and again).

Ms. Franklin presented to the court that she had no contract. However, after years of investigation, it is indisputable that Warner Films and Atlantic Records relied upon her personal services contract to make and distribute "Amazing Grace."

Fallout:

Ms. Franklin's offense rests on Warner Films mislabeling her contract when the company digitized it's paperwork from 40 years prior.

Ms. Franklin brought nuisance suits against Mr. Elliott, bullying him into agreements through threats, when in fact she had a contract which was being used the entire time and which she continues to collect on to this day.

Ms. Franklin took advantage of Mr. Elliott's lack of access to her contract.

- Detroit Free Press (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>):

"Franklin's attorney cast doubt on the validity of the 1972 contract Elliott said he has since turned up.

'The Titanic will surface before this letter surfaces,' said Reed, adding that he has advised Elliott's attorney not to proceed with the Toronto screening.

Such a contract would be irrelevant anyway, Reed said, because of the 2011 settlement agreement."

— —

- every defense presented by Ms. Franklin has been done under false pretense:
 - she has a contract.
 - I would never have signed reed agreement if she had disclosed contract.
 - clearly every other thing is covered in ms franklin's contract. records, film, television.
 - wb either paid aretha the rate in the contract or considered it "promotional."
 - no responsibility to interpret what might have been negotiated- no [proof there was any intended payment.](#)
 - can't disentangle/carve out of this specific film- there is no other documents.
 - fillmore east is currently being sold.
 - abc documentary: 30 mins.: <http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>
 - american masters: <http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>
 - bob rooyens film "live at concertgebouw" (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>) (<http://www.jazzwax.com/2016/02/aretha-in-amsterdam-1968.html>)

- (http://www.openculture.com/2012/08/the_queen_of_soul_conquers_europe_aretha_franklin_in_amsterdam_1968.html)-12 songs... it's for sale now
 - (<https://www.redbullet.nl/en/organisation/onset/>) (<http://www.northendhaarlem.nl/a-23574769/dvd-muziek/aretha-franklin-live-at-concertgebouw-1968-dvd/>)
 - 34 songs currently being "licensed" at reelin' in the years from the time under contract (http://reelintheyears.com/database-search/?stage=show_results)
 - wgbh licenses (<http://reelintheyears.com/wgbh-boston-and-reelin-in-the-years-productions-partner-to-license-music-footage/>)
- film from "Amazing Grace" is currently used- repeatedly. Countless. MTV, VH1, BET...
 - bet honors
 - kennedy center honors
 - photos are used from the filming.
 - album liner notes- she has approval: <http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>
- no further documentation- only WB contract.
- The film was unreleased because of technical difficulties: film could not be synced with music (show memo)
- agreed with representative to a contract.
 - Lionsgate
 - Concord
- re: Telluride:
 - six months advanced notice was given to her representatives prior to Telluride. (not when Telluride announced on that friday- as Franklin claimed)
 - Franklin's lawyer, Arnold Reed, validated the WB contract with my lawyer, Todd Musburger before Reed got fired.
 - settlement language in previous and present agreement specifies "good faith negotiations."
 - interview published by detroit free press two weeks before detailing knowledge of toronto film festival. weird legal reading.
 - she has breached agreements for "good faith" both in Telluride and in prior 2011 settlement.
- detroit free press article on broken agreements: <http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>
- History of shadiness: <http://www.deseretnews.com/article/681118/Refusal-to-pay-debts-tarnishing-Franklins-golden-image.html>
- Plainly, the film was made under contract with the full and complete compliance of Aretha Franklin.

Assets:

Because this recording was made for both the film and record companies, there was a thorough delineation and separation of assets.

Atlantic Records had one set of the 16 track audio recordings. Because they paid for all filming, Warner Films owned the film assets of "Amazing Grace." Warner Films also had another set of 16 track audio recordings (for use with the film).

All of the planning for "Amazing Grace" required high profile professional planning. Ms. Franklin was a big star for the record company and was working with an Academy Award nominated director (Sydney Pollack) for one of the largest film companies (Warner Films).

Post-Denver/Telluride:

Court ordered "good faith negotiations."

we have offered every permutation (she can buy film, i'll await her passing... or she can have a million dollars)...

what rights does she have to block the film?

possibilities:

- telluride should tell judge they want to show the movie.
- film is always being shown. wb is my partner.
- mediation

- mediation.

court mandates good faith negotiations.

court documents as

unwind "respect" from ag?

why did the judge hear the case in the first place? there was no fire!

mentioned toronto in article...

contract

- movie is still being shown
- hard to tug at thread
- fillmore
- precedent

fired lawyers

- arnold reed
- jonathan cantor

don wilson

respect

- she asked for

contract is there.

court documents:

For "Amazing Grace" Warner Films secured and relied upon many different contracts for each filmed cast and crew member, including the choir, the band, the church location and the film's director.

The documentation is thorough and intact.

It is equally clear that Warners and Ms. Franklin relied upon her personal service contract with Warner Films and Atlantic Records for her participation in the film.

the court ruling is too broad- the film was shown... is shown... and Elliott's partnership with warner brothers

In addition, Warner Seven Arts and Atlantic relied upon Ms. Franklin's contract on at least two occasions to distribute the film in different iterations, including "American Masters: the Queen of Soul" which Ms. Franklin produced.

In addition, Ms. Franklin's concerts from the Fillmore West are currently for sale at Wolfgang's Vault at http://www.concertvault.com/aretha-franklin/video/respect_1203725099.html.

other docs:

<http://www.wxyz.com/news/region/detroit/aretha-franklins-documents-recordings-found-by-man-in-detroit-home>

options:

- 1) she could buy the film from me.
- 2) i would not release it while she is alive if she would like to negotiate that.
- 3) go to court

thank you.

-alan

phone: 323 988 9692

peace and love.

thank you.

-alan

phone: 323 988 9692

peace and love.

From: Alan Elliott alanelliott@concordbicycle.com 
Subject: aretha amazing grace
Date: August 11, 2017 at 11:08 AM
To: Walter Aldave waldave@chubb.com



Engagement
Agree...cle.pdf

From: Alan Elliott alanelliott@concordbicycle.com 
Subject: denver aretha amazing grace
Date: August 11, 2017 at 11:15 AM
To: Walter Aldave waldave@chubb.com



Elliott-Franklin -
ltr to N...).docx

thank you.

-alan

phone: 323 988 9692

peace and love.

From: alan elliott Alan@AlanElliott.net 
Subject: Re: Fwd: [EXTERNAL] Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: May 31, 2018 at 5:30 PM
To: Walter Aldave waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com



hi walter

i am checking in on this. please let me know the status.

thank you.

-alan

phone: 323 988 9692

peace and love.



On May 22, 2018, at 11:00 AM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am in the process of reviewing the information received from you and will be in contact with you within the next several days.

Best,

Walt Aldave

CHUBB

Walter N. Aldave
Senior Claim Director, North America Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA
O 860-408-2529 F 860-408-2851
E Walter.Aldave@chubb.com

Chubb. Insured.™

From: alan elliott [<mailto:Alan@AlanElliott.net>]
Sent: Tuesday, May 22, 2018 1:54 PM
To: Aldave, Walter N <waldave@chubb.com>
Cc: Winnie Wong <WWong@mmibi.com>
Subject: [EXTERNAL] Fwd: Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin

hi walter and winnie

i am checking in on this.

thank you.

-alan

phone: 323 988 9692

peace and love.

Begin forwarded message:

From: alan@alanelliott.net
Subject: FW: Insured: AI's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: May 14, 2018 at 10:18:34 AM PDT
To: Walter Aldave <waldave@chubb.com>
Cc: Winnie Wong <WWong@mmibi.com>

hi walter

as you requested, attached are three documents that explain the current situation. (if you wish to see other documents in the two related cases, they are available here: <http://alsrecordsandtapes.com/amazinglaw/wbdocs/>). as you'll see, the 2015 claim Ms. franklin filed against me in colorado is a direct extension/continuation of the 2011 claim she filed in los angeles. warner bros. discovered the contract ms. franklin signed, authorizing it to use the footage, only after that settlement was reached.

since we stipulated to the injunction in colorado, we have offered ms. franklin two separate contracts for exactly what she asked for (and more). (see emails below). she refused those offers and has discontinued all discussions.

thus, we now need to reopen the case to defend the claims she filed against us. we have no other remedy.

we will not reopen the court case without first trying, once again, to make a deal with ms. franklin.

thank you,

alan

From: Cantor, Jon D. [<mailto:JD.Cantor@dykema.com>]
Sent: Monday, February 08, 2016 5:22 PM
To: Wendy Jaffe (wjaffe@lionsgate.com); Tom McGuire
Subject: Amazing Grace

Wendy/Tom:

I am attaching to this e-mail only those portions of the Agreement that I have redlined.
A vast majority of my redlines are for consistency purposes only.
As to the balance there are 2 areas of concern that need to be cleared:

1. It appears from the language that all agreements are effective upon the deposit of Summit's money in the Chase Escrow Agreement. That is really not the case. It is not until the money is authorized to be released by Summit to Ms. Franklin; and
2. There has been discussions but no agreement on how Ms. Franklin's name is going to appear in the up-front credits, i.e. "Amazing Grace-Featuring Aretha Franklin" or something similar. I do not want to leave this up for Summit's discretion.

I think absent Tom's comments, if any, I will be good to go.
Hopefully we can get this finished and have Ms. Franklin sign this week.

Jon

<image001.jpg>

Jon D. Cantor Member JD.Cantor@dykema.com	213-457-1795 Direct 213-457-1800 Main 855-223-7058 Fax 818-269-9099 Mobile	333 South Grand Avenue, Suite 2100 Los Angeles, California 90071 www.dykema.com
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thank you.

-alan

phone: 323 988 9692

peace and love.

<image002.gif>

On May 8, 2018, at 11:27 AM, Aldave, Walter N <waldave@chubb.com> wrote:

Good Afternoon Alan,

In follow up to our telephone conversation on 4/25/18, you were going to provide me with a copy of the settlement agreement that you entered into with Aretha Franklin, a copy of the subsequent declaratory relief action filed by Aretha Franklin in Colorado and any other documents relating to the above captioned matter after the settlement for our review for coverage under the Policy. To date I have not received any of this information from you.

Please be advised that upon receipt of the information requested, we will review it and provide you with our coverage position in writing. In the interim, we reserve all rights under the policy and applicable law.

Thanks and best regards,

Walt Aldave

CHUBB

Walter N. Aldave

Senior Claim Director, North America Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E Walter.Aldave@chubb.com

Chubb. Insured.

From: alan elliott [<mailto:alan@alanelliott.net>]

Sent: Thursday, May 03, 2018 4:04 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

I am checking back with you on this. I have an attorney in Denver name Steven Zansberg who I would like to get on this as soon as possible. Please let me know about next steps.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

<~WRD000.jpg>

On Apr 25, 2018, at 6:18 AM, Aldave, Walter N <waldave@chubb.com> wrote:

2 PM ET is good. I will await your call.

Thanks,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

Chubb. Insured.™

From: alan elliott [<mailto:alan@alanelliott.net>]

Sent: Tuesday, April 24, 2018 9:34 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

is 2pm est ok?

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.



On Apr 24, 2018, at 12:44 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am free tomorrow afternoon, 4//25, between 1:00 PM – 4:00 PM ET. Let me know what time works best for you.

Thanks,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

Chubb. Insured.™

CHUBB INSURANCE

From: alan@alanelliott.net [mailto:alan@alanelliott.net]
Sent: Tuesday, April 24, 2018 11:39 AM
To: Aldave, Walter N <waldave@chubb.com>
Subject: [EXTERNAL] Re: AI's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

are you around sometime today to talk on the phone with me about this? please let me know.

thank you.

-alan

phone: 323 988 9692

peace and love.

<image001.gif>

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From: alan elliott Alan@AlanElliott.net

Subject: Re: Re: [EXTERNAL] Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Date: April 24, 2018 at 6:34 PM

To: Aldave, Walter N waldave@chubb.com



is 2pm est ok?

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.



On Apr 24, 2018, at 12:44 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am free tomorrow afternoon, 4//25, between 1:00 PM – 4:00 PM ET. Let me know what time works best for you.

Thanks,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

Chubb. Insured.™

From: alan@alanelliott.net [<mailto:alan@alanelliott.net>]

Sent: Tuesday, April 24, 2018 11:39 AM

To: Aldave, Walter N <waldave@chubb.com>

Subject: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

are you around sometime today to talk on the phone with me about this? please let me know.

thank you.

-alan

phone: 323 988 9692

peace and love.

<image001.gif>

On Aug 9, 2017, at 7:30 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Alan,

I will await your call Friday at 2:00 PM ET.

Best,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

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From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:28 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

Friday (8/11) between 2:00 PM – 3:00 PM ET is good.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

On Aug 9, 2017, at 7:26 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am available to talk on Friday (8/11) between 2:00 PM – 3:00 PM ET and Wednesday (8/16) between 1:00 PM – 5:00 PM ET. Please let me know if either of those days and times works for you.

Best,

Walt

CHUBB

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E walter.aldave@chubb.com

Chubb. Insured.™

From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:18 PM

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Subject: Fwd: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

is there a good time to discuss this in the next few days?

please let me know.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

Begin forwarded message:

From: Winnie Wong <WWong@mmibi.com>
Date: July 6, 2017 at 4:32:28 PM PDT
To: Alan Elliot <alanelliott@concordbicycle.com>
Subject: Al's Records and Tapes / Amazing Grace, LLC
adv. Aretha Franklin / Hiscox reference no. 170001444
[CC-US1.FID360802] - CHUBB 82213781

Alan,

You are welcome to follow up with Walter directly –
phone (860) 408-2529. See my email below. Thanks.

Winnie Wong
Senior Vice President
Momentous Insurance Brokerage, Inc.
5990 Sepulveda Blvd. Suite 550
Van Nuys, CA 91411
P: 818.933.2735 / F: 818.933.2793
E: WWong@mmibi.com
[Website](#) | [Blog](#)
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From: alan elliott Alan@AlanElliott.net

Subject: Re: Re: [EXTERNAL] AI's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Date: May 3, 2018 at 1:04 PM

To: Aldave, Walter N waldave@chubb.com



hi walter

I am checking back with you on this. I have an attorney in Denver name Steven Zansberg who I would like to get on this as soon as possible. Please let me know about next steps.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.



On Apr 25, 2018, at 6:18 AM, Aldave, Walter N <waldave@chubb.com> wrote:

2 PM ET is good. I will await your call.

Thanks,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

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From: alan elliott [<mailto:alan@alanelliott.net>]

Sent: Tuesday, April 24, 2018 9:34 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: [EXTERNAL] Re: AI's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.



On Apr 24, 2018, at 12:44 PM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,

I am free tomorrow afternoon, 4//25, between 1:00 PM – 4:00 PM ET. Let me know what time works best for you.

Thanks,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA

O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

Chubb. Insured.™

From: alan@alanelliott.net [<mailto:alan@alanelliott.net>]

Sent: Tuesday, April 24, 2018 11:39 AM

To: Aldave, Walter N <waldave@chubb.com>

Subject: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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. **323 988 9692**

phone: 525 300 3032

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<image001.gif>

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Walt

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O 860-408-2529 F 860-408-2851

E walter.aldave@chubb.com

Chubb. Insured.™

From: Alan Elliott [<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:28 PM

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Subject: Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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Best,

Walt

CHUBB

Walter Aldave

Senior Claims Director, North American Financial Lines
Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA
O 860-408-2529 F 860-408-2851
E walter.aldave@chubb.com

Chubb. Insured.

From: Alan Elliott

[<mailto:alanelliott@concordbicycle.com>]

Sent: Wednesday, August 09, 2017 10:18 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Fwd: All's Records and Tapes / Amazing Grace

Subject: FW: Al's records and tapes / Amazing Grace,
LLC adv. Aretha Franklin / Hiscox reference no.
170001444 [CC-US1.FID360802] - CHUBB 82213781

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please let me know.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

Begin forwarded message:

From: Winnie Wong
<WWong@mmibi.com>
Date: July 6, 2017 at 4:32:28 PM PDT
To: Alan Elliot
<alanelliott@concordbicycle.com>
Subject: Al's Records and Tapes / Amazing
Grace, LLC adv. Aretha Franklin / Hiscox
reference no. 170001444 [CC-
US1.FID360802] - CHUBB 82213781

Alan,

You are welcome to follow up with Walter
directly – phone (860) 408-2529. See my
email below. Thanks.

Winnie Wong
Senior Vice President
Momentous Insurance Brokerage, Inc.
5990 Sepulveda Blvd. Suite 550
Van Nuys, CA 91411
P: 818.933.2735 / F: 818.933.2793
E: WWong@mmibi.com
[Website](#) | [Blog](#)
Lic. #0G19762

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distribution, copying or other use of this communication is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) should not be deemed a waiver of any privilege or protection. If you are not the intended recipient or if you believe that you have received this email in error, please notify the sender immediately and delete all copies from your computer system without reading, saving, printing, forwarding or using it in any manner. Although it has been checked for viruses and other malicious software ("malware"), we do not warrant, represent or guarantee in any way that this communication is free of malware or potentially damaging defects. All liability for any actual or alleged loss, damage, or injury arising out of or resulting in any way from the receipt, opening or use of this email is expressly disclaimed.



From: alan elliott Alan@AlanElliott.net
Subject: Re: Re: [EXTERNAL] Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: June 8, 2018 at 7:14 AM
To: Aldave, Walter N waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com

hi walter
6/13 at 11am est is a good time for me.
prior to this, are there any other questions?
if not, is there an official position which i can have in writing please?
please let me know.
thank you.
-alan

phone: [323 988 9692](tel:3239889692)
peace and love.



On Jun 8, 2018, at 5:41 AM, Aldave, Walter N <waldave@chubb.com> wrote:

Hi Alan,
Please let me know your availability for a call on Wednesday, 6/13, between 10:00 AM – 4:00 PM ET.
Thanks and best regards,
Walt

CHUBB

Walter N. Aldave
Senior Claim Director, North America Financial Lines Claims
82 Hopmeadow Street, Simsbury, CT 06070, USA
O 860-408-2529 F 860-408-2851
E Walter.Aldave@chubb.com

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From: alan elliott [<mailto:Alan@AlanElliott.net>]
Sent: Thursday, June 07, 2018 8:40 PM
To: Aldave, Walter N <waldave@chubb.com>
Cc: Winnie Wong <WWong@mmibi.com>
Subject: [EXTERNAL] Re: Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin

hi walter (and winnie)
i am checking on this.

thank you.
-alan

phone: 323 988 9692

peace and love.

<image001.gif>

On May 14, 2018, at 10:18 AM, alan@alanelliott.net wrote:

hi walter

in reply:

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we will not reopen the court case without first trying, once again, to make a deal with ms. franklin.

thank you,

alan

From: Cantor, Jon D. [<mailto:JDCantor@dykema.com>]
Sent: Monday, February 08, 2016 5:22 PM
To: Wendy Jaffe (wjaffe@lionsgate.com); Tom McGuire
Subject: Amazing Grace

Wendy/Tom:

I am attaching to this e-mail only those portions of the Agreement that I have redlined.

A vast majority of my redlines are for consistency purposes only.

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I think absent Tom's comments, if any, I will be good to go.

Hopefully we can get this finished and have Ms. Franklin sign this week.

Jon

<image001.jpg>

Jon D. Cantor Member JDCantor@dykema.com	213-457-1795 Direct 213-457-1800 Main 855-223-7058 Fax 818-269-9099 Mobile	333 South Grand Avenue, Suite 2100 Los Angeles, California 90071 www.dykema.com
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thank you.

-alan

phone: 323 988 9692

peace and love.

<Attachment-1.gif>

On May 8, 2018, at 11:27 AM, Aldave, Walter N <waldave@chubb.com> wrote:

Good Afternoon Alan,

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Please be advised that upon receipt of the information requested, we will review it and provide you with our coverage position in writing. In the interim, we reserve all rights under the policy and applicable law.

Thanks and best regards,

Walt Aldave

CHUBB

Walter N. Aldave
Senior Claim Director, North America Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA
O 860-408-2529 F 860-408-2851
E Walter.Aldave@chubb.com

Chubb. Insured.™

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Sent: Thursday, May 03, 2018 4:04 PM
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Subject: Re: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

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<~WRD000.jpg>

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2 PM ET is good. I will await your call.

Thanks,

Walt

CHUBB

Walter Aldave
Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA
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E walter.aldave@chubb.com

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From: alan elliott [<mailto:alan@alanelliott.net>]
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Walt

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<First Amended Complaint for a Declaratory Judgment and Preliminary and Permanent Injunctive Relief (w-Exhs 1-9) - 09-13-15.pdf>

<signed settlement agreement resolving los angeles case.pdf>

<Order Granting Stipulated Motion for Permanent Injunction [Doc.32].pdf>



From: Alan ELLIOTT Alan@AlanElliott.net
Subject: Re: Re: [EXTERNAL] Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: June 13, 2018 at 7:09 AM
To: Aldave, Walter N waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com

let's schedule 2pm tomorrow est please.

thank you.

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phone: [323 988 9692](tel:3239889692)

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Thanks,

Walt

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From: Aldave, Walter N
Sent: Friday, June 08, 2018 10:31 AM
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E Walter.Aldave@chubb.com

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From: alan elliott [<mailto:Alan@AlanElliott.net>]
Sent: Thursday, June 07, 2018 8:40 PM
To: Aldave, Walter N <waldave@chubb.com>
Cc: Winnie Wong <WWong@mmibi.com>
Subject: [EXTERNAL] Re: Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin

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<signed settlement agreement resolving los angeles case.pdf>

<Order Granting Stipulated Motion for Permanent Injunction [Doc.32].pdf>



From: alan elliott Alan@AlanElliott.net 
Subject: Re: Re: [EXTERNAL] Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: June 14, 2018 at 10:49 AM
To: Walter Aldave waldave@chubb.com

let's do 323 878 0206.

thank you.

-alan

phone: 323 988 9692

peace and love.



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Alan,

Please advise what number I should call you at.

Thanks,

Walt

CHUBB

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Hi Alan,

I am free tomorrow afternoon, 4//25, between 1:00 PM – 4:00 PM ET. Let me know what time works best for you.

Thanks,

Walt

CHUBB

Walter Aldave
Senior Claims Director, North American Financial Lines Claims

82 Hopmeadow Street, Simsbury, CT 06070, USA
O 860-408-2529 F 860-408-2851
E walter.aldave@chubb.com

Chubb. Insured.™

From: alan@alanelliott.net [<mailto:alan@alanelliott.net>]

Sent: Tuesday, April 24, 2018 11:39 AM
To: Aldave, Walter N <waldave@chubb.com>
Subject: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

hi walter

are you around sometime today to talk on the phone with me about this? please let me know.

thank you.

-alan

phone: 323 988 9692

peace and love.

<image001.gif>

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<First Amended Complaint for a Declaratory Judgment and Preliminary and Permanent Injunctive Relief (w-Exhs 1-9) - 09-13-15.pdf>

<signed settlement agreement resolving los angeles case.pdf>

<Order Granting Stipulated Motion for Permanent Injunction [Doc.32].pdf>

From: alan@alanelliott.net 
Subject: FW: Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: May 14, 2018 at 10:18 AM
To: Walter Aldave waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com



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Sent: Monday, February 08, 2016 5:22 PM
To: Wendy Jaffe (wjaffe@lionsgate.com); Tom McGuire
Subject: Amazing Grace

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E Walter.Aldave@chubb.com

Chubb. Insured.™

From: alan elliott [<mailto:alan@alanelliott.net>]

Sent: Thursday, May 03, 2018 4:04 PM

To: Aldave, Walter N <waldave@chubb.com>

Subject: Re: [EXTERNAL] Re: Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

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First Amended
Compl...-15.pdf



signed
settle...se.pdf



Order Granting
Stipula...32].pdf

From: alan elliott Alan@AlanElliott.net 
Subject: Fwd: Insured: AI's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: May 22, 2018 at 10:53 AM
To: Walter Aldave waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com



hi walter and winnie
i am checking in on this.
thank you.
-alan

phone: 323 988 9692

peace and love.

Begin forwarded message:

From: alan@alanelliott.net
Subject: FW: Insured: AI's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: May 14, 2018 at 10:18:34 AM PDT
To: Walter Aldave <waldave@chubb.com>
Cc: Winnie Wong <WWong@mmibi.com>

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Sent: Monday, February 08, 2016 5:22 PM
To: Wendy Jaffe (wjaffe@lionsgate.com); Tom McGuire
Subject: Amazing Grace

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Jon D. Cantor

Member

JDCantor@dykema.com

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First Amended
Compl...-15.pdf



signed
settlem...se.pdf



Order Granting
Stipula...32].pdf

From: alan elliott Alan@AlanElliott.net 
Subject: Re: Insured: Al's Records and Tapes /Claim No. 266386/Claimant: Aretha Franklin
Date: June 7, 2018 at 5:39 PM
To: Walter Aldave waldave@chubb.com
Cc: Winnie Wong WWong@mmibi.com



hi walter (and winnie)

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-alan

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--	---	---

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<Attachment-1.gif>

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Subject: RE: Re: [EXTERNAL] Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Date: April 25, 2018 at 2:28 PM

To: Walter Aldave waldave@chubb.com

Cc: Winnie Wong WWong@mmibi.com



hi walter

good speaking with you today.

as a distillation:

the settlement agreement reached with me and aretha franklin under the chubb policy was key to the denver federal court allowing for a 14-day injunction in denver in 2015.

in fact, that earlier resolution from 2011 was pleaded in ms. franklin's complaint and was referenced by her attorney at the tro hearing.

aretha franklin and i settled the 2011 chubb insured litigation by entering into an agreement with aretha franklin that we would each negotiate in good faith in order to reach a deal to allow this film to go forward.

subsequently to this, we have agreed to TWO separate deals with her attorneys, however, these attorneys were unable to get a signature.

ms. franklin has breached that 2011 deal, thereby preventing the parties from achieving a commercially reasonable deal to compensate Aretha and let the film proceed.

here's a digital dossier:

<http://alsrecordsandtapes.com/amazinglaw/wbdocs/>

aretha's contract is here:

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20\(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts).pdf)

and here is a timeline:

Amazing Grace timeline:

In 1972, Warner films filmed "Amazing Grace"- a documentary film of the recording of the album of the same name. Warners hired Academy Award nominated director Sydney Pollack. The film was made with a film crew, a gospel choir and in a church. All members of the production signed releases/contracts. Ms. Franklin was under "personal service contract" with Warner films.

The release of the documentary was either to be a feature film or a television special and was intended and the film is made mention of inside the film and is included in the album's liner notes.

The movie was unable to be finished due to technical problems (syncing audio and video).

153 mins of the 20+hours of shooting were able to be put together.

Warner Films and Atlantic Records used the 153 minutes in at least two films:

"Atlantic Records 25th Anniversary" in 1973

"Aretha Franklin: Queen of Soul; American Masters" in 1986

Both films are produced by Warner films. "American Masters" was produced by Ms. Franklin and released jointly by Atlantic Records and Warner Films.

in 2007, Warner Films gave me quitclaim.

in 2010, new technology allowed for sync between the film with the audio.

Major points:

The film was made as a promotional film- common at the time. (Aretha made similar films which are currently

available, including “Soul Sister,” “Live at the Concertgebouw,” “Live at the Fillmore”- all made between 1968-1972 and covered by the existing contract.) (<http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>) (<http://www.concertvault.com/aretha-franklin/fillmore-west-march-05-1971.html>) (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>)

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Timeline:

In 1967, Aretha Franklin signed a recording contract with Atlantic Records. Later that same year, 1967, Atlantic was sold to Warner Bros.

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The co-star of the film, Reverend James Cleveland says during filming that “If you see all these cameras around, they are getting it together for Warner Brothers.”

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After discovering the contract, Todd Musburger, attorney for Mr. Elliott, advised Arnold Reed, attorney for Ms. Franklin, that the 2011 settlement was no longer applicable as it could not be enforced due to the ongoing exploitation of the film assets by Warner Films and others (including Ms. Franklin). These film assets had, in fact, been exploited since 1972 by Warner Films, Atlantic Records and Ms. Franklin.

In April, 2015, Mr. Elliott advised Rick Levy, Ms. Franklin's agent, that Mr. Elliott would premiere the film at the Telluride Film Festival in September, 2015.

On August 20, 2015, Mr. Reed and Ms. Franklin's interview with the Detroit Free Press was published. In the article, Ms. Franklin said, "I love the film." Mr. Reed. (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>) The article states, two weeks before the Telluride Film Festival and three weeks prior to the Toronto Film Festival that "The film is already one of the most buzzed-about documentaries on the Toronto docket."

On September 4, 2015, Ms. Franklin received a 14 day injunction from the tenth circuit based upon the 2013 settlement done under the chubb policy..

Continuance stipulations were entered which specifies "good faith negotiations."

The film was purchase by Lionsgate Films following the Toronto Film Festival in September, 2015.

Negotiations:

Between 2007 and the present, Mr. Elliott and his representatives have tried to negotiate with seven or more lawyers over four different law firms, five different agents across two different agencies, many different publicists/managers/friends of Ms. Franklin.

Ms. Franklin asked for 50% of film and \$1m advance but is not sharing record royalties. The film (me) does not share in record receipts (estimated by wmg as \$3-5m over five years).

After 15 consecutive months post-Telluride, 2015, on December 30, 2016, Ms. Franklin turned down \$1.125m and 50% of Mr. Elliott's shares in the film.

Errors from the hearing:

1.

- Q: "When did you become aware that this film would be shown at the Telluride Film Festival?"
- A (Ms. Franklin): A few days ago. I read about it online.

Truth: Ms. Franklin gave an interview with the Detroit Free Press two weeks prior in which they discussed the film being shown at the film festival. The headline reads: **Aretha Franklin considers legal action to halt film**

Further: Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed over the intervening time between the Elliott/Levy meeting.

Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

2.

- A (Ms. Franklin): They didn't have my approval... he was going to use my name and likeness and use my name to reap financial benefits.
- Q: You mentioned your name and likeness. Is that important to you?
- A (Ms. Franklin): Oh, absolutely. For them to show that film and to... ignore me where my name and reputation, my concern, would be terrible."

Ms. Franklin, in the Detroit Free Press interview, said, "I love the film."

3.

- Q: Do you allow people to videotape your concerts?
- A (Ms. Franklin): No, not without my approval.

In the liner notes for Ms. Franklin's "Amazing Grace" album (notes she has approval over contractually), it reads: "The recording of this album was filmed by Warner Brothers, Inc. with Sidney Pollack directing."

- warners selling the record company and not having contract
- warners/atlantic withholding the contract

4.

- In Ms. Franklin's affidavit, she claims in 3. that "The recording of "Amazing Grace" was videotaped."

There was a 16mm film crew with five cameras and an Oscar nominated director, Sydney Pollack.

While videotape is similar for film, the planning to have Mr. Pollack's, his crew, the coordinating and cooperation of Warner Films and Atlantic Records, the audio crew, the location planning, the setting up of lights, the planning and execution of contracts and setting up of obstreperous equipment of the day (1972) was a big undertaking.

5.

- In Ms. Franklin's affidavit, she claims in 5. that she "never gave permission... to any entity granting permission to use my name and likeness for commercial purposes with regards to the "Amazing Grace" film, or any film footage or audio recording..."

The audio recording of "Amazing Grace" has been the best selling Gospel album of all time since it's release by Atlantic Records in 1972, amongst many untruths about this statement.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-11%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-11%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

6.

- In Ms. Franklin's affidavit, she claims in 8. that "In August 2015, I discovered that Mr. Elliott plans to show the film at the Toronto Film Festival. Mr. Elliott gave me no notice of his intent to show the film at the Toronto Film Festival. I found out after seeing it on the internet."
- In Ms. Franklin's affidavit, she claims in 9. that "On September 3, 2015, I discovered that Alan Elliott plans to show the film at the Telluride Film Festival"
- In Ms. Franklin's affidavit, she claims in 10. that "No representatives of the Toronto Film Festival or the Telluride Film Festival have contacted me regarding their planned showing of the film."

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Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed continually over the intervening time between April 22, 2015 and the day Mr. Reed was fired days before the trial. Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

Ms. Franklin, in a published interview with the Detroit Free Press two weeks prior to the Telluride Film Festival, the article reads: "'Amazing Grace," which captures a star-studded gospel service headlined by Franklin in 1972, is scheduled to premiere on opening night of September's prestigious Toronto International Film Festival."

Ms. Franklin's lawyers, including Arnold Reed and David Bennett were both informed months before the festivals and Mr. Reed negotiated. Mr. Reed discussed the pending festivals in an interview with the Detroit Free Press.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-11%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-11%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

7.

- In Ms. Franklin's affidavit, she claims in 11., that "I believe that the right as to when my concert footage should be seen publicly, and under what conditions, is a right that belongs to me. I have never given that right with respect to the 1972 concert to anyone else."

Ms. Franklin's contract is specific.

"4. **All recording hereunder and all derivates made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ...(b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

This is the only contract which continues, since 1968, to be relied upon by Ms. Franklin, Atlantic Records and Warner Films.

Film of this specific concert has been used and licensed countless times by Ms. Franklin, Atlantic Records and Warner Films and continues to be displayed across all media as it has since 1973, including, but not limited to:

- commercial films
- documentary films
- television
- film clips
- YouTube

Aretha Franklin's personal service contract with Warner Films and Atlantic Records:

Warner Bros. and Atlantic Records continue to rely upon Ms. Franklin's personal service contract as they have for 49 years. The personal service contract covers all aspects of Ms. Franklin's "personal services" including film, tv, videos and recordings. This contract has been used to make LPs, Cds, Digital downloads, Videos, Cassettes, DVDs and whatever other coming reproductions. Ms. Franklin's personal service contract is what Warner Films, Atlantic Records and Ms. Franklin relied upon to make the film.

Ms. Franklin was always aware since the initial filming in 1972 of Warner Films' intent to make and distribute "Amazing Grace." She has never produced any documentation showing otherwise.

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"4. **All recording hereunder and all derivates made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ...(b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

(c) the sole and exclusive rights in, title to and ownership, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter know, obtained from recordings made here- under the performances embodied therein;

(d) the sole and exclusive right, if Company so desires, to to permit the public performances thereof, by means of radio broadcast or otherwise;"

Why the film was never released:

The reason the film was written off by Warner Brothers was because, due to technical difficulties, the film and music could not be put in sync. (document).

Telluride:

Ms. Franklin's contract, while hard to digest in an emergency session.

Atlantic Records refused Mr. Elliott access to Ms. Franklin's contract. Warner Films produced their copy of the personal service contract in 2013 after which Mr. Elliott, with the blessing of Warner Films, moved forward to finish the film for sale.

Plainly, there are releases for everyone in the production. The amount of information in terms of releases, contracts and planning are thorough and detailed. Every musician, choir member (even POTENTIAL choir members- those who could be possible replacements) are documented and accounted for with separate releases. Every 16 track tape, every 2 track tape, every piece of film was accounted for by, at the time, the largest film and music companies. Warners and Atlantic had a success a year prior with "Woodstock" and they were intent on duplicating a "synergy" between the film and music companies and had all ready used the blueprint (and would use it again and again).

Ms. Franklin presented to the court that she had no contract. However, after years of investigation, it is indisputable that Warner Films and Atlantic Records relied upon her personal services contract to make and distribute "Amazing Grace."

Fallout:

Ms. Franklin's offense rests on Warner Films mislabeling her contract when the company digitized it's paperwork from 40 years prior.

Ms. Franklin brought nuisance suits against Mr. Elliott, bullying him into agreements through threats, when in fact she had a contract which was being used the entire time and which she continues to collect on to this day.

Ms. Franklin took advantage of Mr. Elliott's lack of access to her contract.

- Detroit Free Press (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>):

"Franklin's attorney cast doubt on the validity of the 1972 contract Elliott said he has since turned up.

'The Titanic will surface before this letter surfaces,' said Reed, adding that he has advised Elliott's attorney not to proceed with the Toronto screening.

Such a contract would be irrelevant anyway, Reed said, because of the 2011 settlement agreement."

--

- every defense presented by Ms. Franklin has been done under false pretense:
 - she has a contract.
 - I would never have signed reed agreement if she had disclosed contract.
 - clearly every other thing is covered in ms franklin's contract. records, film, television.
 - wb either paid aretha the rate in the contract or considered it "promotional."
 - no responsibility to interpret what might have been negotiated- no proof there was any

intended payment.

- can't disentangle/carve out of this specific film- there is no other documents.
- fillmore east is currently being sold.
- abc documentary: 30 mins.: <http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>
- american masters: <http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>
- bob rooyens film "live at concertgebouw" (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>) (<http://www.jazzwax.com/2016/02/aretha-in-amsterdam-1968.html>) (http://www.openculture.com/2012/08/the_queen_of_soul_conquers_europe_aretha_franklin_in_amsterdam_1968.html)-12 songs... it's for sale now (<https://www.redbullet.nl/en/organisation/onset/>) (<http://www.northendhaarlem.nl/a-23574769/dvd-muziek/aretha-franklin-live-at-concertgebouw-1968-dvd/>)
- 34 songs currently being "licensed" at reelin' in the years from the time under contract (http://reelintheyears.com/database-search/?stage=show_results)
- wgbh licenses (<http://reelintheyears.com/wgbh-boston-and-reelin-in-the-years-productions-partner-to-license-music-footage/>)
- film from "Amazing Grace" is currently used- repeatedly. Countless. MTV, VH1, BET...
 - bet honors
 - kennedy center honors
 - photos are used from the filming.
 - album liner notes- she has approval: <http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>
- no further documentation- only WB contract.
- The film was unreleased because of technical difficulties: film could not be synced with music (show memo)
- agreed with representative to a contract.
 - Lionsgate
 - Concord
- re: Telluride:
 - six months advanced notice was given to her representatives prior to Telluride. (not when Telluride announced on that friday- as Franklin claimed)
 - Franklin's lawyer, Arnold Reed, validated the WB contract with my lawyer, Todd Musburger before Reed got fired.
 - settlement language in previous and present agreement specifies "good faith negotiations."
 - interview published by detroit free press two weeks before detailing knowledge of toronto film festival. weird legal reading.
 - she has breached agreements for "good faith" both in Telluride and in prior 2011 settlement.
- detroit free press article on broken agreements: <http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>
- History of shadiness: <http://www.deseretnews.com/article/681118/Refusal-to-pay-debts-tarnishing-Franklins-golden-image.html>
- Plainly, the film was made under contract with the full and complete compliance of Aretha Franklin.

Assets:

Because this recording was made for both the film and record companies, there was a thorough delineation and separation of assets.

Atlantic Records had one set of the 16 track audio recordings. Because they paid for all filming, Warner Films owned the film assets of "Amazing Grace." Warner Films also had another set of 16 track audio recordings (for use with the film).

All of the planning for "Amazing Grace" required high profile professional planning. Ms. Franklin was a big star for the record company and was working with an Academy Award nominated director (Sydney Pollack) for one of the largest film companies (Warner Films).

Post-Denver/Telluride:

Court ordered "good faith negotiations."

we have offered every permutation (she can buy film, i'll await her passing... or she can have a million dollars)...

what rights does she have to block the film?

possibilities:

- telluride should tell judge they want to show the movie.
- film is always being shown. wb is my partner.
- mediation.

court mandates good faith negotiations.

court documents as

unwind "respect" from ag?

why did the judge hear the case in the first place? there was no fire!

mentioned toronto in article...

contract

- movie is still being shown
- hard to tug at thread
- fillmore
- precedent

fired lawyers

- arnold reed
- jonathan cantor

don wilson

respect

- she asked for

contract is there.

court documents:

For "Amazing Grace" Warner Films secured and relied upon many different contracts for each filmed cast and crew member, including the choir, the band, the church location and the film's director.

The documentation is thorough and intact.

It is equally clear that Warners and Ms. Franklin relied upon her personal service contract with Warner Films and Atlantic Records for her participation in the film.

the court ruling is too broad- the film was shown... is shown... and Elliott's partnership with warner brothers

In addition, Warner Seven Arts and Atlantic relied upon Ms. Franklin's contract on at least two occasions to distribute the film in different iterations, including "American Masters: the Queen of Soul" which Ms. Franklin produced.

In addition, Ms. Franklin's concerts from the Fillmore West are currently for sale at Wolfgang's Vault at http://www.concertvault.com/aretha-franklin/video/respect_1203725099.html.

other docs:

<http://www.wxyz.com/news/region/detroit/aretha-franklins-documents-recordings-found-by-man-in-detroit-home>

options:

- 1) she could buy the film from me.
- 2) i would not release it while she is alive if she would like to negotiate that.
- 3) go to court

thank you.

-alan

phone: 323 988 9692

peace and love.



From: alan elliott Alan@AlanElliott.net 

Subject: RE: Re: [EXTERNAL] Al's Records and Tapes / Amazing Grace, LLC adv. Aretha Franklin / Hiscox reference no. 170001444 [CC-US1.FID360802] - CHUBB 82213781

Date: June 14, 2018 at 11:03 AM

To: Walter Aldave waldave@chubb.com

Cc: Winnie Wong WWong@mmibi.com



hi walter

good speaking with you today.

as a distillation:

the settlement agreement reached with me and aretha franklin under the chubb policy was key to the denver federal court allowing for a 14-day injunction in denver in 2015.

in fact, that earlier resolution from 2011 was pleaded in ms. franklin's complaint and was referenced by her attorney at the tro hearing.

aretha franklin and i settled the 2011 chubb insured litigation by entering into an agreement with aretha franklin that we would each negotiate in good faith in order to reach a deal to allow this film to go forward.

subsequently to this, we have agreed to TWO separate deals with her attorneys, however, these attorneys were unable to get a signature.

ms. franklin has breached that 2011 deal, thereby preventing the parties from achieving a commercially reasonable deal to compensate Aretha and let the film proceed.

here's a digital dossier:

<http://alsrecordsandtapes.com/amazinglaw/wbdocs/>

aretha's contract is here:

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20\(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts).pdf)

and here is a timeline:

Amazing Grace timeline:

In 1972, Warner films filmed "Amazing Grace"- a documentary film of the recording of the album of the same name. Warners hired Academy Award nominated director Sydney Pollack. The film was made with a film crew, a gospel choir and in a church. All members of the production signed releases/contracts. Ms. Franklin was under "personal service contract" with Warner films.

The release of the documentary was either to be a feature film or a television special and was intended and the film is made mention of inside the film and is included in the album's liner notes.

The movie was unable to be finished due to technical problems (syncing audio and video).

153 mins of the 20+hours of shooting were able to be put together.

Warner Films and Atlantic Records used the 153 minutes in at least two films:

"Atlantic Records 25th Anniversary" in 1973

"Aretha Franklin: Queen of Soul; American Masters" in 1986

Both films are produced by Warner films. "American Masters" was produced by Ms. Franklin and released jointly by Atlantic Records and Warner Films.

in 2007, Warner Films gave me quitclaim.

in 2010, new technology allowed for sync between the film with the audio.

Major points:

The film was made as a promotional film- common at the time. (Aretha made similar films which are currently

available, including “Soul Sister,” “Live at the Concertgebouw,” “Live at the Fillmore”- all made between 1968-1972 and covered by the existing contract.) (<http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>) (<http://www.concertvault.com/aretha-franklin/fillmore-west-march-05-1971.html>) (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>)

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The co-star of the film, Reverend James Cleveland says during filming that “If you see all these cameras around, they are getting it together for Warner Brothers.”

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In 2013, Warner Films discovered and provided (as per quitclaim) Ms. Franklin's contract to Mr. Elliott, providing proof of Ms. Franklin's legal permission to make the film.

In 2013, Warner Films discovered Ms. Franklin's contract. Warner Films affirmed that the 1968 contract fulfilled Ms. Franklin's permission. ([http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20\(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/4-1-1968%20Aretha%20Franklin%20Recording%20Agreement%20(Atlantic%20and%20Warner%20Bros.%20Seven%20Arts).pdf))

After discovering the contract, Todd Musburger, attorney for Mr. Elliott, advised Arnold Reed, attorney for Ms. Franklin, that the 2011 settlement was no longer applicable as it could not be enforced due to the ongoing exploitation of the film assets by Warner Films and others (including Ms. Franklin). These film assets had, in fact, been exploited since 1972 by Warner Films, Atlantic Records and Ms. Franklin.

In April, 2015, Mr. Elliott advised Rick Levy, Ms. Franklin's agent, that Mr. Elliott would premiere the film at the Telluride Film Festival in September, 2015.

On August 20, 2015, Mr. Reed and Ms. Franklin's interview with the Detroit Free Press was published. In the article, Ms. Franklin said, "I love the film." Mr. Reed. (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>) The article states, two weeks before the Telluride Film Festival and three weeks prior to the Toronto Film Festival that "The film is already one of the most buzzed-about documentaries on the Toronto docket."

On September 4, 2015, Ms. Franklin received a 14 day injunction from the tenth circuit based upon the 2013 settlement done under the chubb policy..

Continuance stipulations were entered which specifies "good faith negotiations."

The film was purchase by Lionsgate Films following the Toronto Film Festival in September, 2015.

Negotiations:

Between 2007 and the present, Mr. Elliott and his representatives have tried to negotiate with seven or more lawyers over four different law firms, five different agents across two different agencies, many different publicists/managers/friends of Ms. Franklin.

Ms. Franklin asked for 50% of film and \$1m advance but is not sharing record royalties. The film (me) does not share in record receipts (estimated by wmg as \$3-5m over five years).

After 15 consecutive months post-Telluride, 2015, on December 30, 2016, Ms. Franklin turned down \$1.125m and 50% of Mr. Elliott's shares in the film.

Errors from the hearing:

1.

- Q: "When did you become aware that this film would be shown at the Telluride Film Festival?"
- A (Ms. Franklin): A few days ago. I read about it online.

Truth: Ms. Franklin gave an interview with the Detroit Free Press two weeks prior in which they discussed the film being shown at the film festival. The headline reads: **Aretha Franklin considers legal action to halt film**

Further: Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed over the intervening time between the Elliott/Levy meeting.

Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

2.

- A (Ms. Franklin): They didn't have my approval... he was going to use my name and likeness and use my name to reap financial benefits.
- Q: You mentioned your name and likeness. Is that important to you?
- A (Ms. Franklin): Oh, absolutely. For them to show that film and to... ignore me where my name and reputation, my concern, would be terrible."

Ms. Franklin, in the Detroit Free Press interview, said, "I love the film."

3.

- Q: Do you allow people to videotape your concerts?
- A (Ms. Franklin): No, not without my approval.

In the liner notes for Ms. Franklin's "Amazing Grace" album (notes she has approval over contractually), it reads: "The recording of this album was filmed by Warner Brothers, Inc. with Sidney Pollack directing."

- warners selling the record company and not having contract
- warners/atlantic withholding the contract

4.

- In Ms. Franklin's affidavit, she claims in 3. that "The recording of "Amazing Grace" was videotaped."

There was a 16mm film crew with five cameras and an Oscar nominated director, Sydney Pollack.

While videotape is similar for film, the planning to have Mr. Pollack's, his crew, the coordinating and cooperation of Warner Films and Atlantic Records, the audio crew, the location planning, the setting up of lights, the planning and execution of contracts and setting up of obstreperous equipment of the day (1972) was a big undertaking.

5.

- In Ms. Franklin's affidavit, she claims in 5. that she "never gave permission... to any entity granting permission to use my name and likeness for commercial purposes with regards to the "Amazing Grace" film, or any film footage or audio recording..."

The audio recording of "Amazing Grace" has been the best selling Gospel album of all time since it's release by Atlantic Records in 1972, amongst many untruths about this statement.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-11%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-11%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

6.

- In Ms. Franklin's affidavit, she claims in 8. that "In August 2015, I discovered that Mr. Elliott plans to show the film at the Toronto Film Festival. Mr. Elliott gave me no notice of his intent to show the film at the Toronto Film Festival. I found out after seeing it on the internet."
- In Ms. Franklin's affidavit, she claims in 9. that "On September 3, 2015, I discovered that Alan Elliott plans to show the film at the Telluride Film Festival"
- In Ms. Franklin's affidavit, she claims in 10. that "No representatives of the Toronto Film Festival or the Telluride Film Festival have contacted me regarding their planned showing of the film."

Mr. Elliott had a meeting with Ms. Franklin's representative Rick Levy Of ICM on April 22, 2015 where Mr. Elliott informed Mr. Levy of the Telluride and Toronto Film Festivals.

Mr. Elliott's lawyer Todd Mushburger negotiated with Ms. Franklin's attorney Arnold Reed continually over the

Mr. Elliott's lawyer Todd Musburger negotiated with Ms. Franklin's attorney Arnold Reed continually over the intervening time between April 22, 2015 and the day Mr. Reed was fired days before the trial. Mr. Reed, when presented with Ms. Franklin's contract by Mr. Musburger, affirmed the contract.

Ms. Franklin, in a published interview with the Detroit Free Press two weeks prior to the Telluride Film Festival, the article reads: "'Amazing Grace,' which captures a star-studded gospel service headlined by Franklin in 1972, is scheduled to premiere on opening night of September's prestigious Toronto International Film Festival."

Ms. Franklin's lawyers, including Arnold Reed and David Bennett were both informed months before the festivals and Mr. Reed negotiated. Mr. Reed discussed the pending festivals in an interview with the Detroit Free Press.

[http://alsrecordsandtapes.com/amazinglaw/wbdocs/\[10-11%20Affidavit%20of%20Aretha%20Franklin%20\(01499915xA6534\).pdf](http://alsrecordsandtapes.com/amazinglaw/wbdocs/[10-11%20Affidavit%20of%20Aretha%20Franklin%20(01499915xA6534).pdf)

7.

- In Ms. Franklin's affidavit, she claims in 11., that "I believe that the right as to when my concert footage should be seen publicly, and under what conditions, is a right that belongs to me. I have never given that right with respect to the 1972 concert to anyone else."

Ms. Franklin's contract is specific.

"4. **All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ...(b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

This is the only contract which continues, since 1968, to be relied upon by Ms. Franklin, Atlantic Records and Warner Films.

Film of this specific concert has been used and licensed countless times by Ms. Franklin, Atlantic Records and Warner Films and continues to be displayed across all media as it has since 1973, including, but not limited to:

- commercial films
- documentary films
- television
- film clips
- YouTube

Aretha Franklin's personal service contract with Warner Films and Atlantic Records:

Warner Bros. and Atlantic Records continue to rely upon Ms. Franklin's personal service contract as they have for 49 years. The personal service contract covers all aspects of Ms. Franklin's "personal services" including film, tv, videos and recordings. This contract has been used to make LPs, Cds, Digital downloads, Videos, Cassettes, DVDs and whatever other coming reproductions. Ms. Franklin's personal service contract is what Warner Films, Atlantic Records and Ms. Franklin relied upon to make the film.

Ms. Franklin was always aware since the initial filming in 1972 of Warner Films' intent to make and distribute "Amazing Grace." She has never produced any documentation showing otherwise.

Ms. Franklin's contract is specific.

"4. **All recording hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property.**

Artist grants to Company ...(b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness...

(c) the sole and exclusive rights in, title to and ownership, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter know, obtained from recordings made here- under the performances embodied therein;

(d) the sole and exclusive right, if Company so desires, to to permit the public performances thereof, by means of radio broadcast or otherwise;"

Why the film was never released:

The reason the film was written off by Warner Brothers was because, due to technical difficulties, the film and music could not be put in sync. (document).

Telluride:

Ms. Franklin's contract, while hard to digest in an emergency session.

Atlantic Records refused Mr. Elliott access to Ms. Franklin's contract. Warner Films produced their copy of the personal service contract in 2013 after which Mr. Elliott, with the blessing of Warner Films, moved forward to finish the film for sale.

Plainly, there are releases for everyone in the production. The amount of information in terms of releases, contracts and planning are thorough and detailed. Every musician, choir member (even POTENTIAL choir members- those who could be possible replacements) are documented and accounted for with separate releases. Every 16 track tape, every 2 track tape, every piece of film was accounted for by, at the time, the largest film and music companies. Warners and Atlantic had a success a year prior with "Woodstock" and they were intent on duplicating a "synergy" between the film and music companies and had all ready used the blueprint (and would use it again and again).

Ms. Franklin presented to the court that she had no contract. However, after years of investigation, it is indisputable that Warner Films and Atlantic Records relied upon her personal services contract to make and distribute "Amazing Grace."

Fallout:

Ms. Franklin's offense rests on Warner Films mislabeling her contract when the company digitized it's paperwork from 40 years prior.

Ms. Franklin brought nuisance suits against Mr. Elliott, bullying him into agreements through threats, when in fact she had a contract which was being used the entire time and which she continues to collect on to this day.

Ms. Franklin took advantage of Mr. Elliott's lack of access to her contract.

- Detroit Free Press (<http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>):

"Franklin's attorney cast doubt on the validity of the 1972 contract Elliott said he has since turned up.

'The Titanic will surface before this letter surfaces,' said Reed, adding that he has advised Elliott's attorney not to proceed with the Toronto screening.

Such a contract would be irrelevant anyway, Reed said, because of the 2011 settlement agreement."

--

- every defense presented by Ms. Franklin has been done under false pretense:
 - she has a contract.
 - I would never have signed reed agreement if she had disclosed contract.
 - clearly every other thing is covered in ms franklin's contract. records, film, television.
 - wb either paid aretha the rate in the contract or considered it "promotional."
 - no responsibility to interpret what might have been negotiated- no proof there was any

intended payment.

- can't disentangle/carve out of this specific film- there is no other documents.
- fillmore east is currently being sold.
- abc documentary: 30 mins.: <http://teachrock.org/resources/video/embed/aretha-franklin-abc-news-closeup-1968/>
- american masters: <http://www.pbs.org/wnet/americanmasters/aretha-franklin-about-aretha-franklin/598/>
- bob rooyens film "live at concertgebouw" (<http://www.grooves-inc.com/franklin-aretha-live-1968-the-concertgebouw-amsterdam-rodeo-media-dvd-video-album-pZZa1-859540375.html>) (<http://www.jazzwax.com/2016/02/aretha-in-amsterdam-1968.html>) (http://www.openculture.com/2012/08/the_queen_of_soul_conquers_europe_aretha_franklin_in_amsterdam_1968.html)-12 songs... it's for sale now (<https://www.redbullet.nl/en/organisation/onset/>) (<http://www.northendhaarlem.nl/a-23574769/dvd-muziek/aretha-franklin-live-at-concertgebouw-1968-dvd/>)
- 34 songs currently being "licensed" at reelin' in the years from the time under contract (http://reelintheyears.com/database-search/?stage=show_results)
- wgbh licenses (<http://reelintheyears.com/wgbh-boston-and-reelin-in-the-years-productions-partner-to-license-music-footage/>)
- film from "Amazing Grace" is currently used- repeatedly. Countless. MTV, VH1, BET...
 - bet honors
 - kennedy center honors
 - photos are used from the filming.
 - album liner notes- she has approval: <http://alsrecordsandtapes.com/amazinglaw/wbdocs/amazingliner.jpg>
- no further documentation- only WB contract.
- The film was unreleased because of technical difficulties: film could not be synced with music (show memo)
- agreed with representative to a contract.
 - Lionsgate
 - Concord
- re: Telluride:
 - six months advanced notice was given to her representatives prior to Telluride. (not when Telluride announced on that friday- as Franklin claimed)
 - Franklin's lawyer, Arnold Reed, validated the WB contract with my lawyer, Todd Musburger before Reed got fired.
 - settlement language in previous and present agreement specifies "good faith negotiations."
 - interview published by detroit free press two weeks before detailing knowledge of toronto film festival. weird legal reading.
 - she has breached agreements for "good faith" both in Telluride and in prior 2011 settlement.
- detroit free press article on broken agreements: <http://www.freep.com/story/entertainment/music/brian-mccollum/2015/08/20/aretha-franklin-possible-injunction-amazing-grace-toronto/32078407/>
- History of shadiness: <http://www.deseretnews.com/article/681118/Refusal-to-pay-debts-tarnishing-Franklins-golden-image.html>
- Plainly, the film was made under contract with the full and complete compliance of Aretha Franklin.

Assets:

Because this recording was made for both the film and record companies, there was a thorough delineation and separation of assets.

Atlantic Records had one set of the 16 track audio recordings. Because they paid for all filming, Warner Films owned the film assets of "Amazing Grace." Warner Films also had another set of 16 track audio recordings (for use with the film).

All of the planning for "Amazing Grace" required high profile professional planning. Ms. Franklin was a big star for the record company and was working with an Academy Award nominated director (Sydney Pollack) for one of the largest film companies (Warner Films).

Post-Denver/Telluride:

Court ordered "good faith negotiations."

we have offered every permutation (she can buy film, i'll await her passing... or she can have a million dollars)...

what rights does she have to block the film?

possibilities:

- telluride should tell judge they want to show the movie.
- film is always being shown. wb is my partner.
- mediation.

court mandates good faith negotiations.

court documents as

unwind "respect" from ag?

why did the judge hear the case in the first place? there was no fire!

mentioned toronto in article...

contract

- movie is still being shown
- hard to tug at thread
- fillmore
- precedent

fired lawyers

- arnold reed
- jonathan cantor

don wilson

respect

- she asked for

contract is there.

court documents:

For "Amazing Grace" Warner Films secured and relied upon many different contracts for each filmed cast and crew member, including the choir, the band, the church location and the film's director.

The documentation is thorough and intact.

It is equally clear that Warners and Ms. Franklin relied upon her personal service contract with Warner Films and Atlantic Records for her participation in the film.

the court ruling is too broad- the film was shown... is shown... and Elliott's partnership with warner brothers

In addition, Warner Seven Arts and Atlantic relied upon Ms. Franklin's contract on at least two occasions to distribute the film in different iterations, including "American Masters: the Queen of Soul" which Ms. Franklin produced.

In addition, Ms. Franklin's concerts from the Fillmore West are currently for sale at Wolfgang's Vault at http://www.concertvault.com/aretha-franklin/video/respect_1203725099.html.

other docs:

<http://www.wxyz.com/news/region/detroit/aretha-franklins-documents-recordings-found-by-man-in-detroit-home>

options:

- 1) she could buy the film from me.
- 2) i would not release it while she is alive if she would like to negotiate that.
- 3) go to court

thank you.

-alan

phone: 323 988 9692

peace and love.



From: Alan Elliott alan@alanelliott.net

Subject: today's mail from chubb...

Date: October 28, 2011 at 3:40 PM

To: Walter Adave waldave@chubb.com

Cc: Winnie Wong WWong@mmibi.com, Chiemi Karasawa chiemi@isotopefilms.com



hi walter-

i received this today but am not sure what it means, what if anything needs to be done...

can you please let us know.

thank you and have a good weekend-

alan



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