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PRIVILEGED SETTLEMENT COMMUNICATION (EVID. CODE 1152)

January 27, 2026

VIA EMAIL ONLY
Jonathan Colman
JColman@brmmlaw.com

Re: ***Amazing Grace Movie, LLC v. Estate of Franklin***
(JAMS Case No. 5345000713, the "Action")

Mr. Colman:

I am writing to you in your capacity as counsel for both the Estate of Aretha Franklin (the "Estate") and Springtime Music Inc. ("SMI"). If you do not represent SMI, please immediately direct us to SMI's counsel.

The purpose of this correspondence is to follow-up on our settlement discussions, but also to provide you with notice of our additional claims and of our intention to swiftly initiate legal action against SMI should the parties fail to agree on settlement terms, or, in the alternative, agree to pause litigation for a period of 30 days in order to engage in ADR efforts aimed at a global resolution.

As you know, the 2019 agreement between the Estate and our client (the "2019 Agreement") stipulates that the prevailing party in a litigation arising out of the Agreement is entitled to recoup reasonable attorneys' fees and costs; this includes costs incurred for the arbitrator's time. Currently, our client enjoys a sweeping injunction against the Estate, which prohibits said party, and anyone acting in concert therewith (i.e., Springtime), from interfering with our client's contractual rights and our client's current deal with the producers of the *Melania* documentary (the "Injunction"). The Arbitrator further found and concluded that my client is likely to succeed in its claims for breach of contract and breach of the implied covenant for good faith and fair dealing. These findings are based on the irrefutable evidentiary record of the Estate's unreasonable failure to grant consent to my client's consummation of the Producer's Offer (as defined in the record); again the Estate's unreasonable and unlawful conduct runs afoul of California law, specifically the holding in *Locke v. Warner Bros.* Again, but for the Estate's conduct, my client would have been spared the significant expenditure of litigating over a right it had even without the 2019 Agreement (*see* 1968 Personal Services Agreement between Ms. Franklin and Warner-Atlantic (the "68 Agreement"); *see also* 2007 Quitclaim from Warner Bros. to our client [the "Quitclaim"]). For this reason alone a $0 settlement offer, coupled with your client's ability to maintain litigation against our client, is easily dismissed.

Next, you informed us that SMI will continue to "negotiate" and make demands upon the producer of the *Melania* documentary (the "Producers") notwithstanding the Injunction and the undisputed chain of titled enjoyed by my client, which includes the 2019 Agreement, the 1968 Agreement, the Quitclaim, and, more recently, the Injunction confirming the foregoing grant of rights. We are also aware of SMI's recent threats of litigation against the Producers. Not only do these threats complicate any settlement discussions, but you should know that any litigation against the Producers will be vigorously defended regardless of cost. Moreover, any litigation of AMI will necessarily include the findings of the Arbitrator, which include the obvious reality of the unilateral control and ownership the Estate enjoys over SMI. Please be advised that, should SMI sue the Producers, all settlement discussions will be suspended.

SMI continues to make the unsubstantiated assertion that it alone possesses an independent right to grant a synch license over the arrangement of Ms. Franklin's performance of Amazing Grace in January of 1972. As you know, the Producers have already obtained a license to use the audio outtakes from the Concert Footage defined in the Agreement (the "Audio"), and have no need for a further license from SMI. However, because SMI continues to demand payment and threaten the Producers with litigation, it has created confusion and interfered with AGM's right to grant the license to SMI. This exposes AGM to threats of litigation and interferes with its ability to do business with the Producers.

It remains AGM's position that the rights possessed by SMI in the arrangement do not supersede the rights obtained by AGM pursuant to the Quitclaim and the 1968 Agreement. The Estate's chief rebuttal to this position is that SMI owns the copyright over the arrangement for Ms. Franklin's version of Amazing Grace. Supporting this contention was Michael Sukin's November 13, 2025 declaration, wherein he attached as Exhibit 1, a copy of Ms. Franklin's 1973 application to register the piano and vocal arrangement of Amazing Grace (the "Application"). The Estate's contention that this copyright somehow grants it a superior right to AGM to grant a synch license in connection with the Audio is fatally flawed.

First, the Application, submitted in 1973, references a "new musical arrangement" and contains no prior date of publication or creation. The Audio was recorded in 1972, pursuant to the 1968 Agreement. Therefore, on its face, the Application, being for a new arrangement at the time, could not logically relate to the Audio.

Second, to the extent that the Application did somehow relate to and create a right in an existing prior arrangement created by Ms. Franklin, the Estate/SMI's argument would still fail because of the provisions of the 1968 Agreement. Specifically, Section 4(e) of the 1968 Agreement expressly grants to Warner Bros., and by extension, AGM the right to "incorporate, in records to be made hereunder, instrumentations, orchestrations and ***arrangements*** owned by the Artist at the time of recording them." The recording of the 1972 performance of Amazing Grace falls squarely under this provision, as the Audio would be produced and recorded with the express right to incorporate the arrangement – effectively a synch license in and of itself. In the Quitclaim, AGM's predecessor obtained all of Warner Bros.' right, title, and interest, in and to the Audio, among other things. This grant included the prior express synch license regarding Ms. Franklin's arrangements, and the express right to consummate the Producer's Offer—an offer to synch audio from Ms. Franklin's 1972 performance into the *Melania* documentary in exchange for payment.

The Arbitrator found and concluded that the Estate breached both the 2019 Agreement with AGM and the covenant of good faith and fair dealing. In the full decision, rendered on November 18, 2025, the

Arbitrator also found and concluded that AGM had shown a likelihood of success at establishing that it possessed all rights necessary to cover the license sought by the Producers. Based on information obtained during the pendency of the Action, and the conduct of the Estate/Springtime, AGM intends to move to amend its demand in arbitration, to add causes of action for tortious interference with contract, rescission of the 2019 Agreement between the parties, reformation of the 2019 Agreement, and declaratory relief. AGM intends to also bring claims against SMI in court for tortious interference with contract. To the extent the Producers assert claims against AGM in connection with the conduct of the Estate/SMI (your clients), further amendments will be sought to add further causes of action seeking appropriate relief.

We are ready, willing and able to continue litigating with the Estate and open a new front in open court against SMI. Alternatively, should reason prevail, we propose submitting all pending and impending disputed to confidential mediation so that all concerned can attempt a global resolution of all issues with the assistance of an experienced mediator. Should this be of any interest to your client, please advise, no later than **5 p.m. (PT) today, January 27, 2026**.

Nothing contained herein shall constitute a waiver or release of any rights or remedies available to our client under the Agreement, at law, or in equity, all of which are hereby expressly reserved.

Sincerely,

Maurice D. Pessah