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*Attorneys for Respondent Andrew Mayoras,
as Special Personal Representative of the ESTATE OF ARETHA
FRANKLIN*

JAMS

AMAZING GRACE MOVIE, LLC, a
California Limited Liability Company,

Claimant,

v.

ANDREW MAYORAS, as Representative of
the ESTATE OF ARETHA FRANKLIN;
KECALF FRANKLIN, in his personal
capacity; ROES 1-50,

Respondents.

Case No. 5345000713

**ANSWER AND COUNTERCLAIM
TO COMPLAINT FOR:**

- (1) BREACH OF CONTRACT;**
- (2) BREACH OF IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING;**
- (3) UNFAIR BUSINESS PRACTICES;**
- (4) TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE
(COUNT I);**
- (5) TORTIOUS INTERFERENCE
WITH ECONOMIC ADVANTAGE
(COUNT II);**
- (6) EXPRESS INDEMNITY;**
- (7) TORTIOUS INTERFERENCE
WITH CONTRACT**

Respondent Andrew Mayoras, as Special Personal Representative of the Estate of Aretha Franklin (“Respondent” or the “Estate”), by its attorneys, Barron, Rosenberg, Mayoras & Mayoras

P.C. and Reitler Kailas & Rosenblatt LLP, and for its Answer and Counterclaim to the Complaint dated October 22, 2025 (the “Complaint”), filed by Claimant Amazing Grace Movie, LLC (“Claimant” or “AGM”), responds pursuant to JAMS Rule 9 in the following numbered paragraphs, which correspond to the numbered paragraphs of the Complaint, as follows:

ANSWER TO PARTIES, JURISDICTION AND VENUE¹

1. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.
2. Respondent denies the allegations contained in paragraph 2.
3. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3.
4. Paragraph 4 states legal conclusions that do not require a response, and to the extent a response is required, Respondent denies the allegations.

ANSWER TO FACTUAL ALLEGATIONS

A. Answer to Relevant Background

1. Respondent admits the allegations contained in paragraph 1.²
2. Respondent admits the allegations contained in paragraph 2.
3. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 and refers to the WB-Franklin Agreement for its complete and accurate contents.
4. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4.

¹ To the extent any of the headings in the Complaint contain or purport to contain allegations in support of Claimant’s claims, Respondent denies the same.

² The numbered paragraphs in the Complaint restart after paragraph 4.

B. Answer to Claimant's Tireless Efforts to Resurrect *Amazing Grace*

5. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5.

6. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6.

7. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7.

C. Answer to Claimant's Agreement with the Franklin Estate and The Instant Dispute

8. Respondent admits that on March 21, 2019, Claimant and Respondent entered into an agreement (the "2019 Agreement"), denies the remaining allegations contained in paragraph 8, and refers to the 2019 Agreement for its complete and accurate contents.

9. Respondent admits that the 2019 Agreement contains a grant of rights from the Estate to Claimant, denies the remaining allegations contained in paragraph 9, and refers to the 2019 Agreement for its complete and accurate contents.

10. Respondent admits that the 2019 Agreement contains a grant of rights from the Estate to Claimant, denies the remaining allegations contained in paragraph 10, and refers to the 2019 Agreement for its complete and accurate contents.

11. Respondent admits that the 2019 Agreement contains the quoted language contained in paragraph 11 and refers to the 2019 Agreement for its complete and accurate contents.

D. Answer to Respondent's Representations and Warranties

12. Respondent denies the allegations contained in paragraph 12 and refers to the 2019 Agreement for its complete and accurate contents.

13. Respondent admits that the 2019 Agreement contains the quoted language contained in paragraph 13 and refers to the 2019 Agreement for its complete and accurate contents.

14. Respondent denies the allegations contained in paragraph 14.

15. Respondent denies the allegations contained in paragraph 15, except admits that certain rights granted in the 2019 Agreement were subject to conditions set forth in Exhibit R annexed thereto and refers to the 2019 Agreement for its complete and accurate contents.

16. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16, except denies that that Documentary is not political.

17. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17.

18. Respondent denies the allegations contained in paragraph 18, except admits that Respondent refused to provide consent, denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning Claimant's willingness to deliver rights, and refers to the 2019 Agreement for its complete and accurate content.

19. Respondent denies the allegations contained in paragraph 19.

20. Respondent denies the allegations contained in paragraph 20.

21. Respondent denies the allegations contained in paragraph 21.

22. Respondent denies the allegations contained in paragraph 22.

23. Respondent denies the allegations contained in paragraph 23.

24. Respondent denies the allegations contained in paragraph 24.

25. Respondent denies the allegations contained in paragraph 25.

ANSWER TO FIRST CLAIM FOR RELIEF
(BREACH OF CONTRACT)
(Against Respondent ESTATE; and DOES 1-50)

5. Respondent repeats and re-alleges each and every response in paragraphs 1-4 and 1-25 above, as if such responses were set forth in full herein.³

6. Respondent denies the allegations contained in paragraph 6, admits that Respondent granted Claimant the rights identified in the 2019 Agreement, and refers to the 2019 Agreement for its complete and accurate contents.

7. Respondent denies the allegations contained in paragraph 7 and refers to the 2019 Agreement for its complete and accurate contents, including paragraph 2(e) of the 2019 Agreement which limits the Estate's obligation to issue a gratis synch license to "the Film and any and all trailers for the Film and other customary promotion and advertising for the Film."

8. Respondent denies the allegations contained in paragraph 8 and refers to the 2019 Agreement for its complete and accurate contents.

9. Respondent denies the allegations contained in paragraph 9.

10. Respondent denies the allegations contained in paragraph 10.

ANSWER TO SECOND CLAIM FOR RELIEF
(BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)
(Against Respondent ESTATE and DOES 1-50)

11. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-10 above, as if such responses were set forth in full herein.

12. Respondent denied the allegations contained in paragraph 12.

³ The Complaint starts the First Claim for Relief with paragraph 5.

13. Respondent denies the allegations contained in paragraph 13, except to the extent it states legal conclusions that do not require a response, and to the extent a response is required, Respondent denies the allegations.

14. Respondent denies the allegations contained in paragraph 14.

ANSWER TO THIRD CLAIM FOR RELIEF
(UNFAIR BUSINESS PRACTICES)
(Against Respondent ESTATE and DOES 1-50)

15. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-14 above, as if such responses were set forth in full herein.

16. Respondent denies the allegations contained in paragraph 16.

17. Respondent denies the allegations contained in paragraph 17.

18. Respondent denies the allegations contained in paragraph 18.

19. Respondent denies the allegations contained in paragraph 19.

20. Respondent denies the allegations contained in paragraph 20.

ANSWER TO FOURTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE – COUNT I)
(Against Respondent ESTATE and DOES 1-50)

21. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-20 above, as if such responses were set forth in full herein.

22. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22.

23. Respondent denies the allegations contained in paragraph 23, except denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning Claimant.

24. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24.

25. Respondent denies the allegations contained in paragraph 25.

26. Respondent denies the allegations contained in paragraph 26.

27. Respondent denies the allegations contained in paragraph 27.

28. Respondent denies the allegations contained in paragraph 28.

ANSWER TO FIFTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE – COUNT II)
(Against Respondent KECALF FRANKLIN and DOES 1-50)

29. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-28 above, as if such responses were set forth in full herein.

30. Claimant's fifth claim for relief is against Kecalfr Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

31. Claimant's fifth claim for relief is against Kecalfr Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

32. Claimant's fifth claim for relief is against Kecalfr Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

33. Claimant's fifth claim for relief is against Kecalfr Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

34. Claimant's fifth claim for relief is against Kecalf Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

35. Claimant's fifth claim for relief is against Kecalf Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

ANSWER TO SIXTH CLAIM FOR RELIEF
(EXPRESS INDEMNITY)
(Against Respondent ESTATE and DOES 1-50)

36. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-35 above, as if such responses were set forth in full herein.

37. Respondent denies the allegations contained in paragraph 37 and refers to the 2019 Agreement for its complete and accurate contents.

38. Respondent denies the allegations contained in paragraph 38 and refers to the 2019 Agreement for its complete and accurate contents.

39. Respondent denies the allegations contained in paragraph 39 and refers to the 2019 Agreement for its complete and accurate contents.

40. Respondent denies the allegations contained in paragraph 40 and refers to the 2019 Agreement for its complete and accurate contents.

41. Respondent denies the allegations contained in paragraph 41 and refers to the 2019 Agreement for its complete and accurate contents.

42. Respondent denies the allegations contained in paragraph 42 and refers to the 2019 Agreement for its complete and accurate contents.

43. Respondent denies the allegations contained in paragraph 43 and refers to the 2019 Agreement for its complete and accurate contents.

ANSWER TO SEVENTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH CONTRACT)
(Against Respondent KECALF FRANKLIN and DOES 1-50)

44. Respondent repeats and re-alleges each and every response in paragraphs 1-4, 1-25, and 5-43 above, as if such responses were set forth in full herein.

45. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

46. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

47. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

48. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

49. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

50. Claimant's seventh claim for relief is against KecalF Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

51. Claimant's seventh claim for relief is against Kecal Franklin. Mr. Franklin was dismissed from the action on November 11, 2025, and thus no response is required as to the allegations concerning this claim.

WHEREFORE, Respondent denies that Claimant is entitled to any of its sought-after relief and prays that the Complaint is dismissed in its entirety, the arbitrator awards damages, costs, and fees, including reasonable attorney's fees, to Respondent, and for such further relief that the arbitrator may deem just and proper.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim.

SECOND AFFIRMATIVE DEFENSE

Claimant's claims are barred by the statute of limitations to the extent Claimant's claims are based on purported breaches of representations and warranties contained in the 2019 Agreement.

THIRD AFFIRMATIVE DEFENSE

Claimant's claims are barred to the extent it failed to mitigate its damages. Damages, if any, could have been avoided with reasonable efforts or expenditures and Claimant did not take reasonable steps to avoid harm.

FOURTH AFFIRMATIVE DEFENSE

Respondent's actions were not the proximate cause or cause in fact of any injury to or alleged by Claimant and any injuries it sustained, if at all, were the result of its own conduct or the intervening or superseding conduct of third parties.

COUNTERCLAIMS

Respondent Andrew Mayoras, as Special Personal Representative of the Estate of Aretha Franklin ("Respondent" or the "Estate"), as and for its counterclaims against Claimant Amazing

Grace Movie, LLC (“Claimant” or “AGM”), alleges as follows:

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

1. In January 1972, Warner Bros. – Seven Arts, Inc. filmed and recorded the musical performance of Aretha Franklin (“Franklin”) in two concerts of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles.

2. The album of the sound recordings from the concerts was released in 1972 by Atlantic Recording Corporation titled “Amazing Grace.”

3. As for the film, the “Aretha Franklin Concert Footage (1972)” Quitclaim Agreement dated December 11, 2007 (“2007 Quitclaim Agreement”), Warner Bros. Pictures (“Warner Pictures”) assigned to Al’s Records and Tapes (“Al’s”) and Alan Elliott (“Elliott”) its “right, title and interest in and to the film elements and documents (collectively, ‘Material’) . . . related to the concert performance by Aretha Franklin at the New Temple Missionary Church of Los Angeles in January 1972.”

4. The 2007 Quitclaim Agreement further provides:

Representations and Warranties: Assignee represents, warrants and agrees that in connection with use of Material, *Assignee will obtain all other authorizations, consents and releases . . . otherwise required by law. Assignee specifically understands that Assignee will need to obtain authorization from Aretha Franklin. Without limiting the foregoing, with respect to any music included in the Material as exhibited, Assignee will obtain all necessary music synchronization . . . rights (particularly from Ms. Franklin) from the copyright proprietors of such music and such other persons or entities . . . as may own or control the rights thereto, and will obtain all necessary master recording licenses required in connection with any music included in any audio or visual recordings of the Material.* (emphasis added)

5. Elliott went on to create a documentary film titled “Amazing Grace” (the “Film”) from the film footage of the 1972 concerts obtained from Warner Pictures.

6. Elliott attempted to exhibit the Film at the Telluride Film Festival in 2015.

However, Elliott failed to obtain the necessary music synchronization license from Franklin to include her musical compositions and arrangements in the Film and Franklin commenced an action captioned *Aretha Franklin v. Alan Elliott, d/b/a Al's Records and Tapes*, in the United States District Court for the District of Colorado (Case No. 15-cv-01921) (the “Litigation”), and obtained a temporary injunction against Elliot’s exhibition of the Film in September 2015.

7. Franklin passed away in August 2018 and any existing rights to her subject performances passed to the Estate.

8. The Estate, on the one hand, and Elliot, Al’s, and Amazing Grace Movie, LLC (“AGM”) (collectively “AE”), on the other hand, entered into the Agreement dated March 21, 2019 (the “2019 Agreement”), to resolve the Litigation and facilitate the exploitation of the Film.

9. AE provided a compensation guarantee in exchange for dismissal of the Litigation and the grant of certain rights at issue in this Arbitration.

10. A WHEREAS clause in the 2019 Agreement defines “Concert Footage” to be the collective of “the audio and visual recordings” of the filmed and recorded concerts performed by Franklin of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles.

11. Circumscribing the grant of rights to the Concert Footage used in the creation of the Film, the 2019 Agreement provides, in pertinent part:

AE represents and warrants to the Estate that it possesses rights to create, distribute and exploit a documentary film of the Concerts and related Concert Footage elements (presently entitled “Amazing Grace” with a running time of approximately 88 minutes and as initially released in the fall of 2018 for Academy Award consideration and shown to the Franklin family (the “Film”)), and to otherwise exploit the Film and Concert Footage assigned to AE by Warner, subject to the terms and conditions of this Agreement...

12. Section 2 of the 2019 Agreement titled “Grant of Rights,” states, in pertinent part, as follows:

[T]he Estate hereby sells, grants, sets over, and assigns exclusively to AE all rights of each and every kind, nature, and character whatsoever that the Estate possesses in and to the name, image and performance of Aretha Franklin *solely as embodied in the Film and Concert Footage* (individually and collectively, the “Appearance”) including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize the Appearance and otherwise exploit the Appearance *solely as compromised within the Film and Concert Footage*, in all media, whether now known or hereafter devised, including, without limitation, all theatrical, non-theatrical, home entertainment, television and digital media and methods of distribution whether existing now or in the future, including, but not limited to, by means of the internet and mobile technologies, in any and all languages, *subject in all instances to the terms and conditions of this Agreement including without limitation the terms of the Ancillary Rights Exhibit “R” attached hereto and incorporated herein* (emphasis added)

13. Nothing in the 2019 Agreement granted Claimant the rights to use the audio recording and video recording of the Concert Footage separately and/or independently from one another.

14. The 2019 Agreement also contemplated the granting of ancillary rights separate from rights to exploit the Film subject to different categories of Estate approval. Paragraph 2(b) states, as follows:

Notwithstanding any other provision hereof, except to the extent expressly set forth in (and subject in all instances to) Exhibit R hereto, the Rights expressly include the right to use the Appearance, Aretha Franklin’s name, voice, likeness, biography and/or any portion or element thereof in connection with any and all ancillary and subsidiary rights in connection with the Film, the Concert Footage and/or Appearance, including but not limited to merchandising; commercial tie-in rights; performance rights; print and/or text publication rights; electronic game rights (including but not limited to videogame rights); music video rights; soundtrack rights, publishing rights, music publishing rights, Subsequent Production Rights (as defined below); and Clip Rights (as defined and subject to the terms below) (collectively the “Reserved Rights”).

15. Included in the ancillary rights identified in paragraph 2(b) are Clip Rights.

Paragraph 2(d) of the 2019 Agreement defines “Clip Rights” as follows:

the right to exploit, in any medium, whether now known or hereafter devised, all still photographs, footage, trims, and outtakes (including but not limited to “bloopers”, behind-the-scenes and “B-roll” footage) of, from and/or relating to the Film, and any portion thereof or of the Concert Footage (collectively, “Clip Material”), in connection with the creation of other motion pictures, television programs, Internet programs and/or other audiovisual works, and/or to license any Clip Material as “stock footage” (as that term is commonly understood in the entertainment industry) or for other use other than in the Film and Concert Footage and the right to license footage from the Film and Concert Footage.

16. The definition of Clip Rights contemplates the use of audio recording and video recording together and consistent with the definition of Concert Footage.

17. Nothing in the 2019 Agreement granted Claimant the right to use only the audio recording.

18. Moreover, even if separate grants for the audio recording and video recording were conveyed by the 2019 Agreement, the use of the copyrighted audio recordings alone requires Music Publishing Rights, which are conveyed in Exhibit R, but are tied to the strictest approval level.

19. Exhibit R to the 2019 Agreement outlines the reserved ancillary rights which are tied to three different levels of prior approval by the Estate.

Category 1: “Absolute prior written Estate approval on case-by-case basis; Estate can approve or disapprove at sole discretion.”

Category 2: “Estate has prior written approval on a case-by-case basis not to be unreasonably withheld If Parties cannot agree with respect to any Category 2 opportunity presented by AE, AE or the Estate has right to submit the matter to binding expedited arbitration (per the arbitration provisions set forth para.10 of the Agreement[]).”

Category 3: “Meaningful advance consultation to Estate”

20. Clip Rights are subject to Category 2 approval. The 2019 Agreement does not define what constitutes a “reasonable basis” for the Estate to withhold prior approval under Category 2.

21. Music Publishing Rights are subject to Category 1 approval pursuant to Exhibit R where approval is at the Estate’s sole discretion.

22. In addition, Springtime Music, wholly owned by the Estate, controls the copyright in Aretha Franklin’s arrangement of AMAZING GRACE (“AF Arrangement”) bearing copyright registration no. Ea466594.

23. Paragraph 2(e) of the 2019 Agreement states as follows:

The Estate will cause music publisher Springtime Music (‘Springtime’) to issue a gratis synchronization license (the ‘AG Synch License’) to *AE for use of Aretha Franklin’s arrangement of AMAZING GRACE (the ‘AF Arrangement’)* in the Film and in any and all trailers for the Film and other customary promotion or advertising for the Film. The Estate represents and warrants that it has the unilateral right and power to cause Springtime to issue the AG Synch License for the AF Arrangement. (emphasis added)

24. The 2019 Agreement does not authorize or mandate Springtime Music to issue a gratis synchronization license in the AF Arrangement for any use other than in the “Film and in any and all trailers for the Film and other customary promotion or advertising for the Film.”

25. Accordingly, the use of Clip Rights including the AF Arrangement for any use other than the use identified in paragraph 2(e) requires a synchronization license from Springtime Music.

26. In addition, any use of the master recordings outside of the Film require a master use license from the copyright owner of the master recordings.

27. Paragraph 22 of the 2019 Agreement requires “[c]ustomary detailed accounting statements with respect to all AE Net Proceeds, AR Income and the Estate’s Contingent

Compensation shall be calculated on not less than a semiannual basis. Statements and payments shall be delivered within ninety (90) days of the close of each reporting period.”

28. Claimant has failed to account and pay Respondent since 2022.

FIRST CAUSE OF ACTION
(Declaratory Judgment)

29. Respondent repeats and re-alleges each and every allegation in paragraphs 1 through 28 above as if fully set forth herein.

30. There is a bona fide, actual, present, practical need for a declaration to address the present controversy between Claimant and Respondent, as the parties have undertaken opposing positions regarding the grant of rights and license requirements provided for in the 2019 Agreement.

31. Respondent contends that: (i) the permitted use of Clip Rights under the 2019 Agreement does not include the right to use the audio rights and video rights from the Film or Concert Footage separately and does not grant Claimant a license to use the audio rights only; and (ii) the use of Clip Rights other than those granted in paragraph 2(e) requires a synchronization license and master use license.

32. Claimant has taken the position that: (i) it is entitled to use audio rights separately from the video rights; and (ii) the license granted in paragraph 2(e) extends to other uses outside of the Film and those identified in paragraph 2(e) of the 2019 Agreement.

33. For example, upon information and belief, Claimant purported to convey synchronization rights for use of the AF Arrangement to the producer of the Melania Trump documentary, notwithstanding the fact that the 2019 Agreement unequivocally acknowledges that Springtime Music holds those synchronization rights.

34. Declaratory relief in this Arbitration is necessary so that the parties may know their respective rights and obligations with respect to the 2019 Agreement.

35. By reason of the foregoing, Respondent is entitled to a declaratory judgment and related relief that: (i) the permitted use of Clip Rights under the 2019 Agreement does not include the right to use the audio rights and video rights from the Film or Concert Footage separately and does not grant Claimant a license to use the audio rights only; and (ii) the use of Clip Rights other than those granted in paragraph 2(e) requires a synchronization license and master use license.

36. Respondent has no adequate remedy at law.

SECOND CAUSE OF ACTION
(Declaratory Judgment)

37. Respondent repeats and re-alleges each and every allegation in paragraphs 1 through 36 above as if fully set forth herein.

38. There is a bona fide, actual, present, practical need for a declaration to address the present controversy between Claimant and Respondent, as the parties have undertaken opposing positions regarding the grant of rights and license requirements provided for in the 2019 Agreement.

39. Respondent contends that any future use of Clip Rights under the 2019 Agreement which require a music publishing license are subject to Category 1 approval pursuant to Exhibit R of the 2019 Agreement and subject to the absolute discretion of Respondent.

40. Claimant has taken the position that Clip Rights are subject to Category 2 approval pursuant to Exhibit R of the 2019 Agreement.

41. Declaratory relief in this Arbitration is necessary so that the parties may know their respective rights and obligations with respect to the 2019 Agreement.

42. By reason of the foregoing, Respondent is entitled to a declaratory judgment and related relief that future use of Clip Rights under the 2019 Agreement which require a music publishing license are subject to Category 1 approval pursuant to Exhibit R of the 2019 Agreement and subject to the absolute discretion of Respondent.

43. Respondent has no adequate remedy at law.

THIRD CAUSE OF ACTION **(Breach of Contract)**

44. Respondent repeats and re-alleges each and every allegation in paragraphs 1 through 43 above as if fully set forth herein.

45. The 2019 Agreement is a valid and binding contract between Claimant and Respondent.

46. Paragraph 22 of the 2019 Agreement obligates Claimant to account to and pay Respondent for the rights granted to it thereunder and requires that “[s]tatements and payments shall be delivered within ninety (90) days of the close of each reporting period.

47. Claimant has exploited the rights it acquired under the 2019 Agreement but has not accounted to or paid Respondent since 2022.

48. Claimant’s conduct constitutes a breach of the 2019 Agreement.

49. Respondent seeks specific performance from Claimant to comply with paragraph 22 of the 2019 Agreement.

PRAYER FOR RELIEF

WHEREFORE, Respondent respectfully requests that the arbitrator enter as award as follows:

- A. On the First Cause of Action, declaring that: (i) the permitted use of Clip Rights under the 2019 Agreement does not include the right to use the audio rights and video rights from the Film or Concert Footage separately and does not grant Claimant a license to use the audio rights only; and (ii) the use of Clip Rights other than those granted in paragraph 2(e) requires a synchronization license and master use license;
- B. On the Second Cause of Action, declaring that any future use of Clip Rights under the 2019 Agreement which require a music publishing license are subject to Category 1 approval pursuant to Exhibit R of the 2019 Agreement and subject to the absolute discretion of Respondent;
- C. On the Third Cause of Action, an award that Claimant is in breach of the 2019 Agreement and must account to and pay Respondent pursuant to paragraph 22;
- D. Awarding Respondent the costs and disbursements it has incurred, including reasonable attorneys' fees, in prosecuting this action; and
- E. Awarding Respondent such other and further equitable and legal relief as the arbitrator may deem necessary, just and proper.

Dated: January 6, 2026

Respectfully submitted,

BARRON, ROSENBERG, MAYORAS
& MAYORAS P.C.

s/ Jonathan M. Colman

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Special Personal Representative of the ESTATE OF
ARETHA FRANKLIN*