JAMS ARBITRATION: REF. NO. 5345000713

Amazing Grace Movie, LLC, Claimant, and Mayoras, Andrew as Representative of the Estate of Franklin, Aretha Respondent.	**INTERIM AWARD**

Date of Emergency Arbitration Hearing: November 14, 2025

Place of Arbitration: Detroit, MI, via Zoom

Date of Interim Award: November 18, 2025

Claimant Amazing Grace Movie, LLC brought this Application for Emergency Relief against Respondent Andrew Mayoras, in his capacity as Representative of the Estate of Aretha Franklin (the "Estate" or "Respondent"). The Application was made pursuant to JAMS Rule 2 of the JAMS Comprehensive Arbitration Rules and Procedures and California law, on the grounds that Claimant will suffer immediate loss and damage in the absence of emergency relief.

I. INTRODUCTION AND PROCEDURAL STATEMENT

1. The Parties are party to an Agreement, dated March 21, 2019, as amended April 8, 2019, which contains a Dispute Resolution provision at Section 10 of the Agreement, which provides for arbitration before JAMS. The applicable substantive and procedural law is the law of the State of California, including the

California Arbitration Act. The JAMS Comprehensive Arbitration Rules and Procedures, and the Expedited Procedures shall apply to this proceeding.

2. Claimant Amazing Grace Movie, LLC filed a Demand for Arbitration on or about October 22, 2025. The claims are arbitrable. On November 3, 2025, Claimant filed Notice of Intent to Seek Emergency Relief, Request for Appointment of Emergency Arbitrator, and Immediate Briefing Schedule.

3. A preliminary hearing was held on November 10, 2025, and a briefing and hearing schedule was established.

4. On November 11, 2025, Claimant dismissed Respondent Kecalf Franklin, without prejudice.

5. The Parties submitted pre-hearing arbitration briefs on November 10, and November 13, 2025, with supporting Declarations and Exhibits.

6. Pursuant to JAMS Comprehensive Arbitration Rule 2(c): Emergency Relief Procedures, a hearing on emergency relief was held on November 14, 2025 via the JAMS remote Zoom platform.

7. Claimant Amazing Grace Movie, LLC appeared through Maurice Pessah, Esq. Respondent Andrew Mayoras as Representative of the Estate of Aretha Franklin appeared through Brian Caplan, Esq. and Jonathan Colman, Esq. The Declarations submitted by the Parties were admitted. (Declarations of Michael Sukin, Andrew Mayoras, Alan Elliott, Scott Pascucci, Fernando Sulichin). Counsel presented oral argument and responded to questions from the Emergency Arbitrator.

8. Counsel's briefing and oral advocacy has been of the highest quality. This matter presents many issues and involves contracts from 1968, 2007, and 2019. Counsel demonstrated their familiarity with the facts and the law, including lengthy contracts and significant issues of contract law, as well as the interpretation of those contracts in the entertainment, music, and film industries. Both Parties raised facts and positions during the emergency relief hearing that had not been briefed or

included in declarations. While this would have been improper in a plenary arbitration hearing, it is understandable that it occurred in an emergency relief hearing where briefing had been compressed into a four-day schedule, and issues evolved as counsel studied them further.

9. The schedule for emergency relief in this arbitration was necessitated by a deadline requiring a ruling on the relief sought by November 14, 2025 at 5:00pm (PT). The emergency relief hearing commenced at 9:00am (PT) and adjourned shortly prior to 2:00pm (PT).

10. JAMS Rule 2 (c)(iv) provides that [t]he Emergency Arbitrator shall enter an order or Award granting or denying the relief, as the case may be, and stating the reasons therefor." The Emergency Arbitrator issued an Order Re Emergency Relief on November 14, 2025, setting forth the emergency relief ordered and the supporting reasons in summary fashion, in light of the need to meet the 5:00pm (PT) deadline.

11. Claimant Amazing Grace Movie, LLC brought this Application for Emergency Relief against Respondent Andrew Mayoras, in his capacity as Representative of the Estate of Aretha Franklin (the "Estate" or "Respondent"). The Application was made pursuant to JAMS Rule 2 of the JAMS Comprehensive Arbitration Rules and Procedures and California law, on the grounds that Claimant will suffer immediate loss and damage in the absence of emergency relief.

12. Claimant seeks emergency relief from the Emergency Arbitrator against Respondent pursuant to an order:

(1) Enjoining Respondent from withholding consent to the Producer's Offer (as defined below)**;**

(2) Enjoining Respondent from unreasonably interfering with Claimant's right to consummate the Producer's Offer;

(3) Enjoining Respondent from further interference with Claimant's contractual rights pending final adjudication of this Arbitration; and

(4) Enjoining Respondent from relying on non-commercial factors, like subjective political viewpoints, to withhold consent to any right of exploitation falling within Category 2 of the Agreement.

For the reasons set forth below, emergency interim relief is granted, in part.

II. FACTS

12. The following facts are found by this Arbitrator to be true and necessary to this Interim Award. To the extent that this recitation differs from any Party's position, that is the result of determinations as to credibility, determinations of relevance, burden of proof considerations, and the weighing of the evidence, both oral and written.

13. On January 13-14, 1972, Aretha Franklin performed at the New Temple Missionary Baptist Church in Los Angeles, California (the "Concert"). The Concert was recorded in audio and video (the "Concert Footage") by Warner Bros.-Seven Arts, Inc and Atlantic Records, pursuant to the April 1, 1968 personal services agreement between Warner Bros.- Seven Arts, Inc. (jointly referred to as "Company" therein) and Aretha Franklin (the "WB-Franklin Agreement"). In 1968, Atlantic Records was a wholly owned subsidiary of Warner Bros.-Seven Arts, Inc.

14. The WB-Franklin Agreement recites that Franklin's performance, and all proceeds thereof, including, but not limited to, the sound recording and film footage, was produced and owned by Warner Bros.-Seven Arts, Inc. and Atlantic Records. The WB-Franklin Agreement governed Franklin's exclusive personal services to the Company for a period of 5 years.

15. At the time of the Concert, Warner Bros.[1] intended to produce a film about the Concert, but that did not happen. When recording the audio of the Concert, the Company, i.e. Atlantic Records and Warner Bros.-Seven Arts, Inc., had two recording devices active, one to record the audio for an album, and a second to record audio for use in the film. As such, there are two separate audio recordings from the Concert, one intended for the film and another for the album. The two physical recordings are not the same. It appears that the rights in the recording were controlled by two separate entities, both of which were part of Warner Communications in 1972 but are now separate –Atlantic Records and Warner Brothers Seven-Arts Inc.

16. The Atlantic Records separate and distinct recording of the Concert was released as an album in 1972, as Franklin's debut gospel album, "Amazing Grace."

17. In 2007, Alan Elliott purchased all right, title and interest in and to the Concert Footage from Warner Bros. Pictures, a division of WB Studio Enterprises, Inc., pursuant to the "Aretha Franklin Concert Footage (1972)" Quitclaim Agreement (Quitclaim Agreement).

18. In the Quitclaim Agreement, Warner Bros. Pictures, a division of WB Studio Enterprises, Inc., quitclaimed to Alan Elliott "all of its right, title and interest in and to the film elements and documents (collectively, 'Material') set forth in Exhibit 'A' Attached hereto and related to the concert performance by Aretha Franklin at the new Temple Missionary Church of Los Angeles in January 1972."

19. The Quitclaim Agreement further recited that "Assignee [Elliott] will need to obtain authorization from Aretha Franklin . . . [and] with respect to any music . . . Assignee will obtain all necessary music synchronization and performance rights (particularly from Ms. Franklin) from the copyright proprietors of such music

[1] The Parties refer to Warner Bros.-Seven Arts and Warner Bros. in their briefs and in their arguments, sometime distinguishing them and sometimes merging them. Warner Bros.-Seven Arts was renamed Warner Bros., Inc. in 1969.

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."

20. Elliott restored the Concert Footage (audio and video) and created a concert documentary, *Amazing Grace* (the "Picture"). Litigation arose in 2015 between Aretha Franklin and Elliott when Elliott attempted to release the Picture.

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

22. On March 21, 2019, the Estate, on the one hand, and Elliott, Al's Records and Tapes , and Amazing Grace Movie, LLC (collectively "AE" or "AGM"), on the other hand, entered into an agreement to resolve the Litigation and facilitate the exploitation of the Film. AGM acquired a comprehensive grant of rights from the Estate (as set forth more particularly in the Agreement, the "Rights") in exchange for $1.1 million, 10% of the net proceeds from the Picture, and other valuable consideration, including posthumous "Starring" credit for Aretha Franklin, and a "Produced By" credit for the then current administrator of the Estate, Sabrina Owens. The March 2019 agreement was minimally amended on April 8, 2019 (together, the "2019 Agreement"),

23. The 2019 Agreement acknowledges the Quitclaim Agreement in a Whereas clause, "whereby Elliott and Al's acquired all of Warner's right, title and interest in and to the Concert Footage, associated sound and other film elements and documents related to the above-mentioned Concerts …." Warner is defined as "Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively 'Warner'".

24. Section 2 of the 2019 Agreement contains a broad, exclusive, and all-inclusive "Grant of Rights," to AE (which in turn transferred all rights to the Picture to Claimant):

> [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 . . . . (2019 Agreement, ¶ 2(a))

25. The 2019 Agreement defines "Concert Footage" as "the audio and visual recordings" of "the Concerts." (20019 Agreement, 2nd Whereas clause)

26. The 2019 Agreement also contemplated the granting of ancillary rights separate from rights to exploit the Film, including as relevant here "Clip Rights," subject to different categories of Estate approval:

> [T]he 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").
> (2019 Agreement, ¶ 2(b)).

27. The Agreement defines "Clip Rights" as, in part:

> "Clip Rights" means 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[…]
> (2019 Agreement, ¶ 2(d)).

28. The Rights granted to Claimant, pursuant to Section 2 of the Agreement, are subject to certain approval rights of the Estate, set forth in Exhibit R to the Agreement concerning "Ancillary Rights." Exhibit R to the Agreement delineates three approval categories for certain uses of the Rights under the Agreement, Category 1, Category 2 and Category 3.

- 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 . . . ."
- Category 3: "Meaningful advance consultation to Estate . . . ."

29. In its request for approval to the Estate, Claimant relies on Category 2, arguing that the request constitutes Clip Rights, which include "any portion thereof or of the Concert Footage," and fall under Category 2 set forth in Exhibit R, at R7.

30. Category 2 provides that the Estate has approval rights, not to be unreasonably withheld:

> Estate has prior written approval on case-by-case basis, not to be unreasonably withheld. Seven (7) business day response period following written notice to the Estate of the material terms of the offer and any other additional information reasonably sufficient to allow the Estate to make an informed decision regarding the applicable approval; if no response, last specific proposal submitted in writing to Sabrina Owens as Estate-designated Personal Representative will be deemed approved. 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 in par.10 of the Agreement.)

31. As part of the Parties' representations and warranties, the Estate also promised that it would "not, either directly or indirectly, take any action that would interfere with the performance of this Agreement by any other Party which would adversely affect any of the rights provided for in this Agreement."

32. In June of 2025, AGM was offered a fee of $200,000 plus other valuable consideration by RatPac Entertainment, for use of a four minute thirty-nine second audio clip of the "Concert Footage" (the "Producer's Offer"). The production was seeking to license audio from outtakes of the "Concert Footage" of Franklin's performance of the song "Amazing Grace" for use in the official biographical documentary of First Lady, Melania Trump, entitled *Melania* (the "Documentary") set to be theatrically released on January 30, 2026, and then streamed on Amazon/MGM+.

33. The *Melania* Documentary is historical in nature and focuses on Melania Trump's day-to-day activities as she transitions into her role as First Lady of the United States. The Film depicts Melania Trump designing her outfits for the inauguration, hiring staff, honoring fallen soldiers at Arlington National Cemetery, moving into the White House, and turning the White House residence into a home.

34. The Documentary is not intended as a political statement.

35. The proposed use of the song "Amazing Grace", as performed by Aretha Franklin in 1972, is for a scene where Melania Trump lights a memorial candle in honor of her late mother at St. Patrick's Cathedral in New York.

36. Donald Trump is not the subject of the Documentary.

37. The Documentary features music from many of Ms. Franklin's contemporaries, including James Brown, Al Green, Elvis Presley, Irving Berlin, Michael Jackson and Nina Simone.

38. During the five months of negotiations from June 11, 2025, when Claimant contacted the Estate to request approval for use in the *Melania* Documentary, to October 31, 2025, both Parties and their Counsel were working within the framework of Category 2.

39. AGM opened discussions with the Estate concerning the licensing of the audio from the outtake footage claiming the material is “Clip Rights” subject to Category 2 approval. The Estate repeatedly requested further information that it wanted before accepting or rejecting the proposal pursuant to Category 2. At no time during the negotiations did the Estate contend that the material sought to be licensed was “Music Publishing Rights,” Category 1 material.

40. The Estate declined to provide consent on grounds of “potential implied religious and/or political connotations.” Kecalf Franklin stated “we are NOT interested in anything that has to do with Melania Trump or Donald Trump. PERIOD.”

41. The Estate now argues that the request is not for Clip Rights, but rather falls under the category of Music Publishing Rights, R16, which falls within Category 1. As quoted above, Category 1 grants the Estate approval or disapproval at its sole discretion.

42. The Estate first raised this position after this arbitration was filed, in a letter dated October 31, 2025. The Estate disputed, for the first time, that the rights at issue were “Clip Rights” subject to Category 2 approval, and asserted that the audio to the outtake footage fell more properly under “Music Publishing Rights” subject to Category 1 approval. The Estate also noted the use of Franklin’s composition and performance in the *Melania* Documentary could be detrimental to Franklin’s brand, pointing to accusations of sexual misconduct by the documentary’s director, Brett Ratner, which presents a risk to Franklin’s brand as a symbol of the feminist

movement. Franklin had also declined to perform at President Trump's first Inauguration citing disagreements with his platform, and this was raised by the Estate as an additional objection.

43. The producer of the *Melania* Documentary is aware of the Estate's refusal to grant consent for the proposed use of the concert footage. The difficulty in obtaining approval from the Estate has caused the producers to rethink their professional relationships with Claimant. The producer asserts that he has also become skeptical of Claimant's ability to exploit the rights it possesses, as having diminished bargaining power.

III. ANALYSIS

44. Claimant moves for emergency relief to prevent Respondent from withholding consent to the Producer's request to use the audio from the outtake footage clips in the *Melania* Documentary. Claimant argues that the subject audio falls under Clip Rights subject to Category 2 approval rights which have been unreasonably withheld by the Respondent Estate. Claimant asserts emergency relief is required because the Producers will rescind the offer on November 14, 2025, at which point Claimant will suffer significant financial and reputational harm if relief is not granted.

A. Legal Standards

45. This Emergency Relief proceeding is governed by JAMS Rule 2(e)(iv):

> The Emergency Arbitrator shall determine whether the Party seeking emergency relief has shown that immediate loss or damage will result in the absence of emergency relief and whether the requesting Party is entitled to such relief. The Emergency Arbitrator shall enter an order or Award granting or denying the relief, as the case may be, and stating the reasons therefor.

46. The JAMS standard is more lenient than what is required for expedited relief under California law, in that it does not expressly require a showing that the party seeking the injunction is likely to prevail on the merits at trial, and that the interim harm to the party if an injunction is denied is greater than the interim harm the opposing party is likely to suffer if the injunction is issued.

47. However, in ruling upon a request for emergency relief the Emergency Arbitrator finds it appropriate to be guided by these judicial standards, as considered below.

48. The granting or denial of emergency relief does not amount to an adjudication of the ultimate rights in controversy.

49. Claimant seeks relief pursuant to its claims for breach of contract and breach of the covenant of good faith and fair dealing.

B. The Rights Granted Under the 2007 Quitclaim and the 2019 Agreement

50. The Parties disagree over the extent of the rights granted under the 2007 Quitclaim Agreement and the 2019 Agreement.

51. Claimant argues that the rights are broad and sufficiently inclusive to permit the requested use at issue, i.e., to allow it to license audio from outtakes of the "Concert Footage" of Franklin's performance of the song "Amazing Grace" for use in the *Melania* Documentary.

52. The Emergency Arbitrator finds and concludes that Section 2 of the 2019 Agreement is an all-inclusive grant not only of the audio-visual rights in the Film and Concert Footage, but also in the separate components of these materials, specifically the audio-only portion of music separate from the video portion of the materials.

53. This finding and conclusion is based upon the clear language of Section 2, which broadly grants "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," defines "Concert Footage" as "the audio and visual recordings" of the Concert, and further granting "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')."

54. The Emergency Arbitrator finds and concludes that the rights requested are "Clip Rights" (2(d)), subject to Category 2 approval, "not to be unreasonably withheld."

55. The Emergency Arbitrator rejects Respondent's assertion that the rights at issue are governed by "Music Publishing Rights", a classification that falls into Category 1, rather than Clip Rights, which are require approval pursuant to Category 2. In support of this argument, Respondent does not rely on the language of the 2019 Agreement, but rather solely upon a declaration by its "music industry expert" Scott Pascucci, an Inactive member of the California Bar who has held numerous jobs in the "music, media and entertainment" industry.

56. Expert opinions may be of assistance when there is ambiguous language in an agreement and where an understanding of industry norms clarifies the ambiguous language. However, that is not the case here. Respondent is offering Mr. Pascucci's opinions as a substitute for language that does not appear in the 2019 Agreement.

57. Respondent argues the 2007 Quitclaim Agreement between Claimant and Warner Bros. Pictures does not grant master use rights in the "Amazing Grace" recording to Claimant, but rather tasks Claimant with acquiring such rights, which Claimant has not done. Further, Respondent argues that the 2019 Agreement requires Claimant to obtain a synchronization license, and no synchronization license from the Estate-owned Springtime Music has ever been issued for the *Melania* Documentary, or AGM, or the Producers, nor, aserts Respondent, will one ever be issued for the *Melania* Documentary.

58. Respondent's argument that Claimant must obtain other consents or licenses from third parties is beyond the scope of this request for emergency relief.

59. The Emergency Arbitrator finds and concludes that Claimant has shown a likelihood of success at establishing that the rights granted under the 2007 Quitclaim Agreement and the 2019 Agreement are sufficiently broad and all-encompassing to cover the license sought by the Producer's Offer for the *Melania* Documentary.

C. The Estate's Rights to Withhold Approval

60. The Estate argues the audio from the outtake footage which incorporates Franklin's copyrighted arrangement of "Amazing Grace" falls under "Music Publishing Rights" which are subject to Category 1 approval by the Estate at its absolute discretion. As set forth above, the Emergency Arbitrator has rejected that argument, finding and concluding that the music falls within Clip Rights, subject to Category 2 and the requirement that approval not be unreasonably withheld.

61. Respondent Estate argues that even if the audio from the outtake footage fell into Category 2 approval rights, the Estate did not unreasonably withhold consent for its use in the *Melania* Documentary.

62. What is or is not a "reasonable basis" to withhold approval is not defined or described in the 2019 Agreement. Accordingly, we turn to California law.

63. The 2019 Agreement states that the Estate's approval is "not to be unreasonably withheld." Under California law, "prior approval" rights in agreements must be exercised based on objective, commercially reasonable standards when the contract specifies that consent "shall not be unreasonably withheld." *Kendall v. Ernest Pestana* (1985) 40 Cal. 3d 488, 501. While this commercial reasonableness framework was established in a case involving commercial real estate leases, California courts apply similar good faith and reasonableness principles to commercial contracts in general. Respondent has not submitted any judicial authority exempting commercial contracts in the entertainment industry from the objective, commercially reasonable standards examination.

64. The Estate withheld its consent on two bases: religious and political. The religious prong of the argument is not well-explained. The song, "Amazing Grace," is religious in nature, and the use in the documentary takes place in a church. The original recording took place in a church. Aretha Franklin was known for her work as a gospel, i.e. religious, artist. The proposed use in the Documentary is consistent with Ms. Franklin's legacy. If the objection is that the Documentary is set in a Catholic church, St. Patrick's Cathedral in New York, while Ms. Franklin was a Baptist, Respondent has not explained why the use in one Christian denomination church rather than another is grounds for a reasonable refusal.

65. Respondent articulates its second ground for refusal as damage to Ms. Franklin's legacy from being associated with the Trumps and with producer Brett Ratner. The Emergency Arbitrator finds and concludes that playing a four minute eleven second segment of "Amazing Grace" in the Documentary scene with Melania Trump in a cathedral lighting a candle for her late mother is not likely to tarnish Ms. Franklin's legacy. It's a beautiful, tasteful, low-key scene, with no political

overtones. This is not the same as singing at the President Trump's inauguration, which could be construed as a statement of political support.

66. In the present case, Claimant paid $1.1 million to Respondent for broad rights to use the audio and video recordings from the 1972 Concert recordings. Respondent entered into a commercial transaction, and sold significant rights. It did not reserve the right, as to these Clip Rights, to withhold consent on political or personal dislike. Under California law, denying consent solely on the basis of personal taste, convenience, or sensibility is not commercially reasonable.

67. In *Locke v. Warner Bros.* (1997) 57 Cal.App.4th 354, 363-64, the Court of Appeal distinguished contracts such as "employment contracts ... and agreements to paint a portrait, write a literary or scientific article, or produce a play or vaudeville act" as examples of contracts that involve "matters of fancy, taste or judgment . . . [and] the promisor is the sole judge of his satisfaction." The 2019 Agreement does not fall within that category of "matters of fancy, taste or judgment."

68. Respondent relies solely on the expert declaration of Scott Pascucci, opining that A-List artists such as Franklin as well as their heirs guard and protect the artist's name, likeness, and creative expression in recordings and songwriting like a brand, and seek to avoid associations that are antithetical to which the artist stands for. Franklin's legacy and history reflect her role as a champion of racial equality, the feminist movement, and inclusionary measures. The Estate therefore argues that if it believed that association with the *Melania* Documentary would be damaging and tarnish Franklin's brand, it had a reasonable basis to deny approval, as it did.

69. Claimant pointed to two other films in which Ms. Franklin's music had been used, Martin Scorsese's 1991 film, *Cape Fear*, which involves rape of a teen-age girl and violence, and another Scorsese 1990 film *Goodfellas*, about gangsters and organized crime. There was no evidence that inclusion of Ms. Franklin's songs in these films damaged her legacy.

70. The Emergency Arbitrator finds that the 2019 Agreement is a commercial agreement, and that the standard for granting or withholding consent is an objective reasonableness standard, not based on political fancy or taste.

71. The Emergency Arbitrator further finds that Respondent's religious and political bases for withholding approval do not meet the objective reasonableness standard, as required by California law.

72. In addition, where a contract confers on one party a discretionary power affecting the rights of the other, a duty is imposed to exercise that discretion in good faith and in accordance with fair dealing. *Perdue v. Crocker National Bank* (1985) 38 Cal. 3d 913, 923; *accord, Kendall v. Ernest Pestana, Inc*., *supra*, 40 Cal. 3d at 500.

73. The Emergency Arbitrator finds and concludes that Respondent's refusal to grant approval is not based upon an objective commercial reason, or even an objective reason based on reputation. The scene is but four and a half minutes long, is a tasteful setting in a beautiful church, and is one of many musical pieces in the documentary.

74. Respondent's actions in negotiating for five months, delaying approval under Category 2, while in fact having no intention to approve anything connected to Melania Trump based on a political dislike, is not exercising its discretion in good faith. Further, the switch in tactics after five months, to deny the approval on the basis that the request is not for Clip Right but rather Music Publishing Rights, under Category 1, also evidences a lack of intention to comply with its obligations under the 2019 Agreement in good faith.

75. The Emergency Arbitrator finds that the Claimant has met the burden of showing that it is likely to prevail on the claim that Respondent breached the 2019 Agreement and the covenant of good faith and fair dealing.

D. Immediate Loss and Damage in the Absence of Emergency Relief.

76. Claimant has established that absent emergency relief, it will suffer immediate loss of $200,000 plus additional compensation for the licensing of the music sought by the Producer's Offer for the *Melania* Documentary, as well as suffering reputational damage. Claimant offered evidence through the Declaration of Fernando Sulichin, financier and producer of the Documentary, that the producers of the Documentary are aware of the Estate's refusal to grant consent for the proposed use of the concert footage, based on political and religious grounds, rather than any commercial assessment of the Producer's Offer. As a result, the producer and financier has become skeptical of Claimant's ability to exploit the rights it possesses, and Claimant is viewed by the producers as having diminished bargaining power.

77. The value in the 2019 Agreement was not only the money that Claimant could obtain through licensing, but also the opportunity to promote and enhance Amazing Grace Movie and Alan Elliott's career and standing in the entertainment industry through exploitation of valuable rights. *Locke v. Warner Bros., supra*, 57 Cal. App. 4th at 364 ("[T]he value in the subject development deal was not merely the guaranteed payments under the agreement, but also . . . most importantly, the opportunity to promote and enhance a career.")

78. Respondent argues that its refusal to grant consent is not the cause of immediate injury because Claimant must still obtain licenses or permissions from third parties. Other consents or licenses may or may not be necessary, may or may not have been obtained, and may or may not be required by the producers of the Documentary. As set forth above, that is not before the Emergency Arbitrator in this emergency relief proceeding.

79. The Emergency Arbitrator finds and concludes that Claimant will suffer immediate loss in the absence of emergency relief. The producers of the Melania Documentary will withdraw the financial offer, resulting in a loss of $200,000 plus additional downstream monies. In addition, Claimant's reputation in the entertainment industry will be damages because it will appear to be an entity that cannot exercise or license its intellectual property rights without unreasonable interference from the Estate.

IV. CONCLUSION.

A. Respondent Andrew Mayoras, as Representative of the Estate of Aretha Franklin, is enjoined from withholding consent to the request from Claimant Amazing Grace Movie, LLC of the Producer's Offer and the request to use the audio from the outtake footage clips in the *Melania* Documentary.

B. Respondent Andrew Mayoras, as Representative of the Estate of Aretha Franklin, is enjoined from unreasonably interfering with Claimant Amazing Grace Movie, LLC's right to consummate the Producer's Offer.

C. Respondent Andrew Mayoras, as Representative of the Estate of Aretha Franklin, is enjoined from further interference with Claimant Amazing Grace Movie, LLC's contractual rights pending final adjudication of this Arbitration.

D. Claimant Amazing Grace Movie, LLC has not shown that it is entitled to an injunction enjoining Respondent from relying on non-commercial factors, like subjective political viewpoints, to withhold consent to any right of exploitation falling within Category 2 of the Agreement. This is a general statement. Under California law, the determination whether a party's refusal to consent is reasonable is a question of fact, for determination on a case-by-case basis.

This emergency relief shall remain in effect pending final adjudication of this Arbitration.

Dated: November 18, 2025

Barbara A. Reeves

Barbara A. Reeves, Esq.
Emergency Arbitrator