

JAMS ARBITRATION: REF. NO. 5345000713

Amazing Grace Movie, LLC,

Claimant(s),

and

Mayoras, Andrew as Representative of
the Estate of Franklin, Aretha

Respondent(s).

**ORDER DENYING MOTION
FOR CONTEMPT**

Claimant Amazing Grace Movie, LLC, brought a motion to enforce the Arbitrator’s Interim Award granting injunctive relief in Claimant’s favor, and for contempt sanctions pursuant to JAMS Rule 29 against the Estate (or, “Respondent”) and its counsel, Messrs. Brian Caplan, Jon Colman, Michael Sukin and Doug Colton, as well as Springtime Music, Inc. (“SMI”).

I. INTRODUCTION

The history of this dispute is set forth in the Interim Award. It arose in June of 2025, when Amazing Grace Movie 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” 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”) (the “Producer’s Offer”). This description of the Producer’s Offer was provided by Claimant, and was the description upon which the Interim Award was based.

The issue before the Emergency Arbitrator was whether Respondent's refusal to grant consent, as provided by the 2019 Agreement, was reasonable. The Arbitrator found that Respondent's refusal to grant consent was not based upon an objective commercial reason, or even an objective reason based on reputation.

On November 18, 2025, the Emergency Arbitrator issued an Interim Award granting, in part, Claimant's Motion for injunctive relief:

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."

Following the Interim Award, Springtime Music, Inc., a company that is wholly owned and controlled by Respondent the Estate of Aretha Franklin, and acting through its Representative Andrew Mayoras and its attorney, reached out to the Producer of the *Melania* Documentary and informed the Producer that it, Springtime Music, "controls the right to license Aretha Franklin's arrangement of Amazing Grace ('the Composition') and that it is willing to authorize the synchronization of the Composition for \$200,000.

Claimant contends this is interference with Claimant's right to consummate the Producer's Offer, and with Claimant's contractual rights, and is thus in contempt of the Interim Award; Respondent contends that Springtime Music, Inc. is a separate

corporation, albeit owned and controlled by Respondent, and it is lawfully exercising its copyright in the Composition and is within its rights to offer, for a reasonable fee, the synchronization rights it owns.

During the briefing and hearing on the initial Emergency Relief, it became obvious that there was a difference of opinion as to the extent of the rights that Claimant had acquired in the Composition. At the beginning of the proceedings, the issue was whether Respondent had the right to refuse to give its consent to allow Claimant to provide a four minute thirty-nine second audio clip of the song “Amazing Grace” to the Producer of the *Melania* documentary. As briefing continued and during the hearing, Respondent noted that Claimant must also obtain a synchronization license for the clip from Springtime Music, and a master use license from Warner Bros.-Atlantic, neither of which were parties to the arbitration.¹ Claimant contended that it had the necessary rights.

Claimant’s ownership of rights traces through three agreements: the 1968 personal services agreement between Warner Bros.- Seven Arts, Inc. (jointly referred to as “Company” therein) and Aretha Franklin (the “WB-Franklin Agreement”); the 2007 Quitclaim Agreement through which Claimant (acting through predecessor Alan Elliott) purchased all right, title and interest in and to the 1972 Aretha Franklin Concert Footage from Warner Bros. Pictures, a division of WB Studio Enterprises, Inc.; and the 2019 Agreement, through which the Estate granted Claimant a comprehensive “Grant of Rights” in exchange for \$1.1 million, 10% of the net proceeds from the Picture, and other valuable consideration.

Claimant argues that if consenting to Claimant’s use of the rights conferred under the 2019 Agreement does not require Respondent to direct the issuance of a

¹ A synchronization license is necessary when you want to synchronize music with visual media. A master use license is the right to reproduce a specific recording of a song in a film.

license for such use by Springtime Music, then the 2019 Agreement is a sham, and Claimant bought from Respondent nothing more than the right to seek consent from Respondent to use the rights it purportedly acquired, without any assurance it could actually exploit them. In the alternative, Claimant argues that Springtime Music's conduct amounts to an attempt to circumvent the Interim Award's injunction of Respondent.

Respondent notes that in the 2019 Agreement, the Estate agreed to arrange for Springtime Music, its music publisher, to issue a synchronization license gratis for the use of Aretha Franklin's arrangement of "Amazing Grace" in Claimant's film and any related trailers. Respondent argues that this arrangement is specific to the film and its promotional efforts, and by implication, any other use of the Arrangement requires a separate synchronization license.

The Emergency Arbitrator found 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. Based upon the briefing submitted in the initial emergency relief phase, the Emergency Arbitrator found 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. The Arbitrator's focus was on Claimant's request for consent to provide the audio clip that it possesses to the Producer.

However, the Interim Award also expressly noted that Respondent had argued that 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, and 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 Claimant, or the Producers, other than the limited synchronization right for Claimant's film and its promotions.

The Interim Award expressly stated that whether Claimant must obtain other consents or licenses from third parties was beyond the scope of the request for emergency relief.

The fact that Springtime Music is owned and controlled by Respondent complicates the matter now before the Emergency Arbitrator. Respondent had previously confirmed that it had the sole ability to cause Springtime to issue, or to refuse to issue, synchronization rights. Had Respondent caused Springtime Music to refuse to issue synchronization rights following the Interim Award, we would be looking at a different situation. That is not what happened. Instead, Respondent caused Springtime Music to offer synchronization rights for a fee that matches the license fee offered to Claimant.

On the face of the present record, the evidence does not support a finding of contempt of the Interim Award. The Estate and Springtime Music have not withheld consent for Amazing Grace Movie, LLC to synchronize its recording for use in certain productions, provided the correct licensing conditions are met, specifically a payment of \$200,000 to Springtime Music. If Respondent, and its wholly owned publishing subsidiary Springtime Music, legitimately believe that there are synchronization rights that Springtime Music owns and that are not encompassed in the packages of rights owned by Claimant, their offer of a synchronization license, and the implicit message that it is necessary for the Producer to acquire such a license from Springtime, is not interference. Should it subsequently be established that the Claimant either owned, possessed the right to, or was not required to obtain synchronization rights for the clip referenced in the Producer's Offer—and if it is determined that the Respondent knew or ought to have known this—an alternative

outcome may result. Although Springtime Music, Inc. is not a party, and is not before the Emergency Arbitrator, the law also forbids an enjoined party, i.e., Respondent, from attempting to nullify or interfere with an injunction by carrying out prohibited acts through aiders and abettors, i.e., Springtime Music, Inc.

The Motion for Contempt is Denied.

Dated: December 12, 2025



Barbara A. Reeves, Esq.
Arbitrator