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**JAMS**

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| AMAZING GRACE MOVIE, LLC, a California Limited Liability Company,<br><br>Claimant,<br>v.<br><br>ANDREW MAYORAS, as Representative of the ESTATE OF ARETHA FRANKLIN; KECALF FRANKLIN, in his personal capacity; ROES 1-50.<br><br>Respondents. | Case No.:<br><br>**CLAIMANT'S MOTION TO ENFORCE INTERIM AWARD** |

Claimant hereby moves to enforce the Arbitrator's Interim Award granting injunctive relief in Claimant's favor, and for contempt sanctions pursuant to JAMS R. 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. <u>INTRODUCTION</u>

The Estate's conduct since issuance of the Interim Award is a textbook case of contempt. Just eleven days after the Arbitrator enjoined Respondent from interfering with Claimant's right to consummate the Producer's Offer (as defined in the Interim Award), Respondent—acting through SMI, its wholly owned and controlled entity—has done exactly that. The Estate's actions are neither subtle nor accidental. They are brazen, calculated, and in direct defiance of the Arbitrator's ruling, and done for no reason other than to intentionally harm Claimant.

Acting by and through SMI, Respondent has now solicited the producers of the *Melania* documentary (the "Producers") for the purpose of peddling a "sync license" designed to circumvent the Interim Award and Claimant's rights under the agreement from which this action arises. According to the Estate, such a license is a prerequisite to the Producers' use of the sound clip licensed from Claimant following the Interim Award. The price? $200,000, or the precise amount proposed to Claimant by the Producers. (Exh. C to Pessah Decl., ¶ 7)

This Arbitrator already found that the rights granted under the 2007 Quitclaim and the 2019 Agreement are "sufficiently broad and all-encompassing to cover the license sought" for the *Melania* documentary. (See Dkt. No. 1454496 ["Interim Award" or "Injunction"], ¶59) Despite this, the Estate now advances a new fiction: that only SMI may issue the necessary license for Claimant to consummate the Producer's Offer, and that the Estate, which for months positioned itself as the gatekeeper, was actually not the party vested with final say. This position is contradicted by the record, by the Estate's own sworn representations, and by the Estate's conduct before and after the Interim Award.

Indeed, the Estate's counsel, Michael Sukin, testified that SMI is the Estate's "wholly owned music publisher." (Declaration of Michael Sukin ["Sukin Decl."], ¶13 [Dkt. No. 1446393]). Now, his partner, Doug Colton[1], purports to be acting on behalf of SMI in its tortious solicitation of the Producers. It bears noting that, at the emergency hearing, the Estate forcefully insisted that SMI would "never" issue a synchronization license for the *Melania* documentary. Yet, immediately after the Injunction issued, the Estate—through SMI and through its same counsel—contacted the Producers directly to offer the very same license for the very same project for the very same price the Producers had offered Claimant. As aptly noted by the Arbitrator:

> Further, Respondent argues that the 2019 Agreement requires Claimant to obtain a synchronization license, and no synchronization license from the Estate-owned

[1] Messrs. Sukin and Colton operate the New York law firm, Sukin Colton Law Association. (*See* https://www.sukinlaw.com/; last accessed December 1, 2025)

> Springtime Music has ever been issued for the Melania Documentary, or AGM, or the Producers, **nor, asserts Respondent, will one ever be issued for the Melania Documentary**.

(Interim Award, ¶ 57) (emphasis added) When speaking for SMI in these very proceedings, the Estate emphatically argued that its wholly owned and controlled underling would never permit Claimant to consummate the Producer's Offer, foreshadowing Respondent's intent to willfully disobey the orders that the Arbitrator later issued. Now, intent on depriving Claimant of its economic opportunities, the Estate is pleased to disregard the "immense reputational damage" it once argued would occur if the sacrosanct "Amazing Grace" were ever to be contaminated by use in *Melania*.

As further explained, the law expressly forbids an enjoined party from attempting "to nullify a decree **by carrying out prohibited acts through aiders and abettors, although they were not parties to the original proceeding**." S*ee, e.g., Institute of Cetacean Research v. Sea Shepherd Conservation Soc*. 774 F.3d 935, 940-950(9th Cir. 2014) (quoting Knitwear Co. v. NLRB, 324 U.S. 9, 14 (1945)) (emphasis added).

The Estate's duplicitous attempt to circumvent the Injunction via its fully controlled proxy is nothing more than an artifice. In just the same way the Estate's emotional and political biases had to yield to commercial reasonableness, so too must its displeasure with the Interim Award yield to black letter law. Contempt sanctions are in order pursuant to JAMS R. 29 and applicable law.

## II. FACTUAL BACKGROUND

### A. The Interim Award Confirmed That Claimant Possesses All Rights Necessary to Consummate the Producer's Offer

On November 18, 2025, the Emergency Arbitrator issued an Interim Award granting Claimant's Motion for injunctive relief enjoining Respondent from "(A) withholding consent to the request from [Claimant] of the Producer's Offer and the request to use the audio from outtake footage clips in the Melania Documentary; (B) unreasonably interfering with [Claimant's] right to consummate the Producer's Offer; (C) further interference with [Claimant's] contractual rights pending final adjudication of this Arbitration." (Interim Award, p. 19). In coming to her conclusions, the Arbitrator made several important findings. Below is a non-exhaustive list of findings from the Interim Award that are relevant to the request at issue:

***Relevant Finding No. 1***: "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." (Interim Award, ¶54).

***Relevant Finding No. 2***: "**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. (Interim Award, ¶55) (emphasis added).

***Relevant Finding No. 3***: "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." (Interim Award, ¶59)

***Relevant Finding No. 4***: "Respondent's refusal to grant approval is not based on an objective commercial reason, or even an objective reason based on reputation." (Interim Award, ¶ 73).

***Relevant Finding No. 5***: "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." (Interim Award ¶ 74).

***Relevant Finding No. 6***: "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." (Interim Award ¶ 75).

### B. <u>The Interim Award Addresses the Contentions that the Estate Is Now Attempting to Advance Via Springtime</u>

The Interim Award addressed, and dismissed, the Estate's argument regarding SMI's alleged need to tender further approvals regarding the Producer's offer.

> 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, asserts Respondent, will one ever be issued for the Melania Documentary.

(Interim Award ¶ 57). Notwithstanding this argument, the Arbitrator concluded 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**." (Interim Award ¶ 59) (emphasis added).

### C. Springtime Music is an Instrumentality of the Estate and Acts at Its Behest

The Estate's ownership, influence and control over SMI was first documented in section 2(e) of the 2019 Agreement, wherein 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." The Estate's dominion over SMI has since been reinforced by evidence admitted in these proceedings. The Estate's counsel, Michael Sukin of the Sukin Colton Law Association ("Sukin Colton"), has testified that he represents the Estate "***and*** its wholly owned music publishing company, Springtime Music Publishing, Inc." (Sukin Decl., ¶ 1; *see also* Sukin Decl., ¶ 13) Sukin further testified that Claimant needed "music publishing rights" under "Category 1" of the 2019 Agreement in order to consummate the Producer's Offer. (Sukin Decl., ¶ 16) Sukin concluded that because "[t]he use of the Franklin arrangement of 'Amazing Grace' in a new movie requires a new synchronization license from the Estate's music publisher Springtime Music, the Estate has the 'absolute' right to deny such license." (*Id.* at ¶ 17) The Interim Award expressly rejected these assertions. (Interim Award, ¶55).

SMI is a Michigan Corporation, and its legal agent for service of process is none other than Respondent Andrew Mayoras. (Exh. E to Pessah Decl., ¶ 9) Publicly available records from the Michigan Secretary of State identify the "Estate of Aretha Franklin" as the "President," "Secretary," "Treasurer," and "Director" of SMI. (*Id.*)

### D. The Estate's Improper Interference

Following the issuance of the Interim Award, Claimant emailed the Estate on Thursday, November 20, 2025, stating:

> In light of the injunction issued as part of the Emergency Arbitrator's Interim Award (the "Award"), please confirm that all necessary licenses, permissions and authorizations will be issued for Claimant to proceed with the Producer's Offer. Please be advised that any further interference with Claimant's rights, or any violation of the Award, will be aggressively pursued.

(Exh. A to Pessah Decl., ¶ 4). Claimant followed up via email the next day, Friday, November 21, 2025, and was informed that Respondent Mayoras and Mr. Caplan were "unavailable today." (Exh. B to Pessah Decl., ¶ 5). Claimant again sought to proactively communicate with the Estate on Monday, November 24, 2025, via phone. (Pessah Decl., ¶ 6). Mr. Caplan informed Claimant's counsel that he was again "unavailable" to discuss the case. (Pessah Decl., ¶ 6). Claimant's counsel stressed the urgency of the situation and summarized the prior attempts to contact the Estate. *Id*. The Estate did not raise any issues related to SMI at that time. *Id*.

Despite knowing fully the urgency of the situation at hand, it was not until Tuesday, November 25, 2025, that the Estate informed Claimant of its new posture. Namely, that SMI "separately owns and controls the PA [Performing Arts] copyright interest in the arrangement of Amazing Grace at issue and the synchronization licensing rights related thereto." (Exh. C to Pessah Decl., ¶ 7). Mr. Caplan claimed that he had "been informed that SMI will be offering a synchronization license to the producers of the Melania Trump documentary for a proposed fee of $200,000." *Id*.

On November 25, 2025, Doug Colton[2], of Sukin Colton, solicited the Producers, seeking to enter into an agreement purporting to grant the producers the right to use "Amazing Grace" in the *Melania* documentary. (Exh. D to Pessah Decl., ¶ 8) SMI demanded $200,000 for the use of "Amazing Grace." *Id*. Notably, Mr. Colton's correspondence acknowledged the Interim Award, definitively establishing that SMI has actual notice thereof. *Id.*

The Estate's brazen solicitation of the Producers has placed Claimant in jeopardy of potential legal action by the Producers, who are now having to address claims by "SMI" that Claimant required some other rights or permissions to consummate the Producer's Offer. But the

[2] Incidentally, Mr. Colton was the very person involved in pre-litigation discussions with Claimant regarding Claimant's request for consent to consummate the Producer's Offer. (Exh. C to Elliott Decl., to Emergency Motion ¶ 11 [File ID. No. 1442326])

Estate's contention—that Claimant needs something more than the "broad and all-encompassing" rights it already acquired—is at odds with the Interim Award. Were the Estate's position to stand, all of the cost and expense of litigating the Injunction would be for naught, and Claimant could face liability from the Producers who are now being told that what they got from Claimant was not enough. Indeed, in such a scenario, the findings and conclusions of the Arbitrator in the Interim Award would be meaningless, and Claimant would be left to suffer the very financial and reputational harm that it sought to avoid by applying for emergency relief in the first place.

## III. LEGAL STANDARD

### A. JAMS Rule 29 and Applicable Law Authorize the Imposition of Monetary and Non-Monetary Sanctions

"Civil contempt . . . consists of a party's disobedience to a specific and definite court order by failure to take all reasonable steps within the party's power to comply." *In re Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993). A party may also be held liable for knowingly aiding and abetting another to violate a court order. *See Regal Knitwear Co.* (*supra*), 324 U.S. at 14 (1945); *see also Inst. of Cetacean Research v. Sea Shepherd*, 774 F.3d at 945 (9th Cir. 2014). Cal. Civ. Proc. Code § 1209(a)(5) defines contempt as "(d)isobedience of any lawful judgment, order, or process of the court."

JAMS R. 29 provides, in pertinent part:

> [T]he Arbitrator may order appropriate sanctions for failure of a Party to comply with its obligations under any of these Rules or with an order of the Arbitrator. These sanctions may include, but are not limited to, assessment of Arbitration fees and Arbitrator compensation and expenses; assessment of any other costs occasioned by the actionable conduct, including reasonable attorneys' fees; exclusion of certain evidence; drawing adverse inferences; or, in extreme cases, determining an issue or issues submitted to Arbitration adversely to the Party that has failed to comply.

## IV. ARGUMENT

### A. The Estate Cannot Circumvent the Injunction by Acting Through SMI

"Every affirmative order in equity carries with it the implicit command to refrain from action designed to defeat it." *See NLRB v. Deena Artware, Inc.*, 361 U.S. 398, 413, (1960) (Frankfurter, J., concurring) It is axiomatic that injunctions "run also to classes of persons through whom the enjoined person may act, such as agent, servants, employees, aiders, abettors, etc., though not parties to the action." *Berger v. Superior Court*, 175 Cal. 719, 721 (1917).

> The whole effect of this is simply to make the injunction effectual against ***all through whom the enjoined party may act***, and to prevent the prohibited action by persons acting in concert with or in support of the claim of the enjoined party, who are in fact his aiders and abettors.

(*Id.*) (emphasis added)

The record in this case is replete with proof of the Estate's ownership, influence and control over SMI. Being first documented in section 2(e) of the 2019 Agreement, the Estate has since reaffirmed this fact in both word and deed. Sukin Colton, both its named partners, and other members of that firm were involved in the negotiations preceding this action where Claimant attempted to procure consent to consummate the Producer's Offer. (*See* Exh. C to Declaration of Alan Elliott In Support of Claimant's Emergency Mtn. ["Elliott Decl."] Dkt. 1442326) Notably, on July 25, 2025, Adina Schecter of Sukin Colton reaffirmed that the ***Estate*** had not been provided with sufficient detail to "make an informed decision regarding the [Producer's Offer]." (P. 11 of Exh. C to Elliott Decl.) In that same email, Schecter insisted that Claimant direct its request to Respondent Mayoras. (*Id.*) Schecter then stated that: "Rights to any materials included in the "Clip" must be obtained separately from the owners of such materials, including without limitation with respect to the music publishing rights which ***may be owned by the Estate***, and ***the Estate*** would have no responsibility in that regard." (*Id.* at p. 12)

For his part, Mr. Sukin has testified that SMI is the Estate's "wholly owned music publishing company." (Sukin Decl., ¶ 1; *see also* Sukin Decl., ¶ 13) Importantly, Sukin confirmed that the Estate has the "***absolute right***" to deny the license Claimant was seeking to consummate the Producer's Offer. (*Id.* at ¶ 17) Sukin's reasoning was that a synchronization license from the "Estate's music publisher Springtime Music" was required if Claimant was to be permitted to accept the Producer's Offer. Sukin's testimony vitiates any contention that the Estate and SMI are separate actors, operating under separate control and ownership. The unity of ownership and interest is unmistakable, and the actions of SMI cannot be meaningfully distinguished from those of the Estate.

Moreover, records from the Michigan Secretary of State further reinforce that the Estate and SMI are legally intertwined. Respondent Mayoras acts as SMI's legal agent for service, and the Estate is the President, Secretary, Treasurer and Director of SMI. (Exh. E to Pessah Decl., ¶ 9)

In directly soliciting the Producers via SMI, its wholly owned and controlled proxy, the Estate has interfered with Claimant's contractual rights and Claimant's right to consummate the

Producer's Offer. The Estate's actions boldly defy the Injunction, and the fact that such defiance has manifested through an entity that is wholly owned and controlled by Respondent only deepens the specter of contempt.

**B. <u>The Estate, its Attorneys, and SMI Are in Contempt of the Interim Award</u>**

As confirmed by the *Berger* court, an injunction is effectual against ***all through whom the enjoined party may act***, including aiders and abettors. *Berger*, 175 Cal. at 721.

Moreover, a person need not be a party to the suit in which an injunction is issued, nor to have been actually served with a copy of it, so long as he appears to have had actual notice. *People ex rel. Gallo v. Acuna*, 14 Cal. 4th 1090, 1124 (1997) (citing, *In re Lennon*, 166 U.S. 548 (1897)).

"The law does not permit the instigator of contemptuous conduct to absolve himself of contempt liability by leaving the physical performance of the forbidden conduct to others. As a result, those who have knowledge of a valid court order and abet others in violating it are subject to the court's contempt powers." *Inst. of Cetacean Research v. Sea Shepherd Conservation Soc'y*, 774 F.3d 935, 948 (9th Cir. 2014) (quoting *Roe v. Operation Rescue*, 919 F.2d 857, 871 (3d Cir. 1990)) Federal Rule of Civil Procedure 65(d) is explicit:

> Every order granting an injunction and every restraining order . . . is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise[.]

Generally, "to be held liable in contempt, it is necessary that a non-party respondent 'must either abet the defendant or must be legally identified with him' . . . ." *NLRB v. Sequoia Dist. Council of Carpenters*, 568 F.2d 628, 633 (9th Cir. 1977). Those not identified with a party, but in active concert or participation with him, are bound only with actual notice. (*Id.*)

Respondent Mayoras, and his attorneys, Brian Caplan, Doug Colton, Michael Sukin, and through them, SMI, are working in concert to defy the Injunction. Mayoras is the manifestation of the Estate, and is well established that the Estate wholly owns and controls SMI. (Sukin Decl., ¶ 1; *see also* Sukin Decl., ¶ 13) In the 2019 Agreement, Respondent represented and warranted that it possessed the "***unilateral*** right and power" to cause Springtime to issue a sync license for *Amazing Grace*, the documentary film. That is the precise type of license the Estate now alleges is needed to consummate the Producer's Offer. The Estate cannot (and has not) claimed that it is unaware of SMI's actions, as both Mr. Caplan's email to Claimant's counsel and Doug Colton's email to the Producer's acknowledge the Interim Award and confirm that the Estate and SMI are lockstep with respect to violating it.

The 2019 Agreement also confirms the parties' intent to "cooperate with each other in carrying out the intent of [the] Agreement," and "execute all documents, and agreements as are reasonably required to effectuate the terms of [the] Agreement." It further states:

> From time to time, at the request of any Party, at its expense and within a reasonable period of time after request hereunder is made, the Parties hereby agree to execute and deliver any and all further documents and instruments, ***and shall do all acts***, as any Party may reasonably request which may be necessary or appropriate to fully implement the provisions of this Agreement; provided that compliance with such requests do not involve any undue burden or more than nominal out of pocket expenses.

(Exh. B to Elliott Decl.) (emphasis added).

This Arbitrator has already found and concluded that the rights required by Claimant to consummate the Producer's Offer are "Clip Rights (2(d)), subject to Category 2 approval." (Interim Award, ¶54) The Arbitrator has also found and concluded that "the rights granted under the 2007 Quitclaim and the 2019 Agreement are sufficiently broad and all-encompassing to cover the license sought by the Producer's Offer[.]" (Interim Award, ¶59) SMI's Estate-driven actions are at odds with this Arbitrator's findings; namely that Claimant's 2019 Agreement with the Estate bestowed it with broad and all-inclusive rights, including those needed to consummate the Producer's Offer. Indeed, any act taken by SMI must necessarily be seen as an act of the Estate, given the Estate's complete dominion over SMI.

Further, the Estate's refusal to cooperate as required by the 2019 Agreement, whether directly or through SMI, also violated the Injunction's prohibition against interfering with Claimant's contractual rights. The Estate's actions are brazen and calculated, but equally short-sighted. The upshot is that Claimant is now prejudiced by further attempts to interfere with its contractual rights and the consummation of the Producer's Offer.

### C. Contempt Sanctions are Warranted Against the Estate, its Counsel, and SMI

As discussed above, the Estate, its counsel, and SMI, engaged in a collaborative effort to willfully and openly violate the Interim Award, subjecting them all to sanctions, under both JAMS Rule 29 and California law. Where a party fails to comply with its obligations under the JAMS Rules or with an order of an Arbitrator, JAMS Rule 29 allows the Arbitrator to impose sanctions. These include, without limitation, assessment of Arbitration fees and Arbitrator compensation and expenses; assessment of any other costs occasioned by the actionable conduct, and reasonable attorneys' fees. California Code of Civil Procedure § 1218 also authorizes the imposition of sanctions on a party violating a court order, and, among other things, allows recovery of reasonable attorney's fees and costs incurred by the party bringing the motion to enforce the court's order.

Here, sanctions are warranted because the Estate, along with its counsel and SMI – its agents and instruments – intentionally and purposefully violated the Interim Award, for no reason other than to harm and injure Claimant and its principal Alan Elliot. At the emergency hearing, the Estate made clear its intent to obstruct Claimant's consummation of the Producer's Offer, in violation of both the 2019 Agreement and what eventually came to be the Interim Award. The Interim Award enjoined the Estate from unreasonably interfering with Claimant's right to consummate the Producer's Offer. (Interim Award, at p. 19) The Estate, through its counsel and SMI, chose to do the exact opposite. Instead of refraining from unreasonably interfering, as it was ordered to do, the Estate, through its counsel and SMI, took the initiative to knowingly and actively violate the Arbitrator's orders in the Interim Award. By soliciting the Producer for payment for a synch license it had no right to actually grant, the Estate interfered with the consummation of the Producer's Offer, and further interfered with Claimant's relationship with the Producer, while creating new potential liabilities for Claimant. The Estate's abrupt about-face, turning away from its steadfast opposition to the use of the clips in *Melania* and soliciting the license payment, underscores the utter hypocrisy of the Estate and its counsel. Now like a petty child who knows he broke the rules, the Estate hides behind counsel and SMI, seeking to avoid any punishment for this flagrant violation.

Of course, the Estate could do none of its dirty work without its agents and instrumentalities, counsel and SMI, respectively. As described above, the Estate's counsel undertook a campaign of delay, obstruction, obfuscation, and ultimately acted as the mechanism through which SMI – being the Estate – willfully and intentionally violated the Interim Award. There is no excuse counsel or SMI can, in good faith, assert: no lack of notice, no lack of understanding of the order, no mistake, and certainly no substantial justification, for their actions. Counsel might have advised the Estate not to violate a clear and unambiguous order, then refused to participate in the violation if the Estate insisted. Counsel chose to participate, knowing exactly what they were doing. SMI, for its part, had no choice, being the wholly owned and controlled vassal of the Estate.

California law is clear: anyone aiding or abetting a party in violating an injunction is equally responsible for contempt, so long as they had notice. *See*, *Berger*, 175 Cal. at 721; *Acuna*, 14 Cal. 4th at 1124. It is indisputable that the Estate violated the Interim Award, and, as demonstrated hereinabove, so did its counsel and SMI. Therefore, sanctions are warranted and justifiable in this instance. The Arbitrator should issue an award of sanctions not less than the entirety of the administrative and Arbitrator fees paid by Claimant, as well as other costs and attorneys' fees incurred by Claimant through the date on which the Arbitrator issues a new award for sanctions. Claimant will make a separate motion for attorneys' fees and costs at such time.

## V. CONCLUSION

For the reasons set forth above, and those which may be presented at a hearing before the Arbitrator, the Arbitrator should find the Estate, its counsel, and SMI in contempt of the Interim Award, and impose sanctions upon them, jointly and severally, in the amounts requested above.

DATED: December 3, 2025

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