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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 VENUE[1]

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.

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[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. <u>Answer to Claimant's Tireless Efforts to Resurrect *Amazing Grace*</u>

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. <u>Answer to Claimant's Agreement with the Franklin Estate and The Instant Dispute</u>

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. <u>Answer to Respondent's Representations and Warranties</u>

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.

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[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 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.

31. 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.

32. 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.

33. 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.

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 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.

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:

> **<u>Representations and Warranties</u>**: 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 <u>music synchronization</u> . . . rights (particularly from Ms. Franklin) <u>from the copyright proprietors of such music</u> and such other persons or entities . . . as may own or control the rights thereto, and will obtain all necessary <u>master recording licenses required in connection with any music included in any audio or visual recordings</u>* 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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Attorneys for Respondent Andrew Mayoras, as Special Personal Representative of the ESTATE OF ARETHA FRANKLIN

APPOINTMENT OF ARBITRATOR

NOTICE TO ALL PARTIES   January 9, 2026

Re: Amazing Grace Movie, LLC vs. Mayoras, Andrew as Representative of the Estate of Franklin, Aretha et al.
Reference #: 5345000713

Dear Parties:

Richard Chernick Esq. has been appointed as Arbitrator in the above-referenced matter. In accordance with the JAMS Comprehensive Arbitration Rules & Procedures no party may have *ex-parte* communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

The Arbitrator will bill in accordance with the enclosed Fee Schedule. Each party will be assessed a pro rata share of all fees and expenses, unless JAMS is notified otherwise by the arbitrator or parties. Under appropriate circumstances, the Arbitrator may award against any party JAMS fees and expenses. JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in the arbitration.

The parties have been billed a preliminary invoice for retainer of services to cover the expense of all pre-hearing work, such as reading, drafting of orders, and conference calls. An invoice for this retainer is attached. Payment is due upon receipt. Upon receipt of payment, a Preliminary Arbitration Management Conference Call will be scheduled with the Arbitrator.

Your new contact person for this file is Leslie Romero, Case Manager to Richard Chernick Esq..

Leslie Romero
515 S. Flower Street 45th Floor
Los Angeles, CA 90071
Phone: 213-253-9793
Fax:
Email: LRomero@jamsadr.com

Contact me at 212-607-2770 or cbrancato@jamsadr.com if you have questions.

Sincerely,

/s/
Christopher Brancato
Senior Arbitration Practice Specialist
cbrancato@jamsadr.com

Enclosure

JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their representatives agree to pay JAMS for the arbitration as set forth in the JAMS Fee Schedule in effect at the time of commencement, including the Cancellation/Continuance Policy contained therein. JAMS agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Parties are billed a retainer in advance of services rendered. Payment is due upon receipt of an invoice and in advance of services rendered. JAMS will invoice for additional retainer as needed throughout the life of the arbitration. The Parties further agree to payment of an Abeyance Fee to be charged 12 months from the date of last billing, and every six months thereafter. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices to all parties. Payments received from a single source will be issued back to that payer but mailed to the JAMS billing contact. Payments received from multiple sources will be issued and mailed to the JAMS billing contact only. Returned refunds will incur a $100 reprocessing fee.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term “Party” as used in these Policies includes Parties to the Arbitration and their counsel or representative.

General Fee Schedule

Richard Chernick, Esq.

PROFESSIONAL FEES

Daily Rate $16,000

Includes up to 8 hours of session time on the scheduled day

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $1,250 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$2,000 – Two Party Matter
$3,500 – Matters involving three or more parties
$2,000 – Counterclaims
• Entire Filing Fee must be paid in full to commence the proceedings.
• A refund of $1,000 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

CASE MANAGEMENT FEES FOR OTHER MATTERS

Discovery, Court Appointed Neutral (Reference/Special Master), Appraisal, and Binding Mediation

Initial Non-Refundable Case Management Fee of $1000 per party
Plus 13% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

Number of Days		Cancellation/Continuance Period		Fee
1 day or less	....	30 days or more prior to hearing	....	100% REFUNDABLE, except for time incurred
2 to 10 days	....	60 days or more prior to hearing	....	100% REFUNDABLE, except for time incurred
11 day or more	....	90 days or more prior to hearing	....	100% REFUNDABLE, except for time incurred
Sessions of any length	....	Inside the cancellation/continuance period	....	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable Case Management Fees, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with a hearing in another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Payments received from a single source will be issued back to that payer but mailed to the JAMS billing contact. Payments received from multiple sources will be issued and mailed to the JAMS billing contact only. Returned refunds will incur a $100 reprocessing fee.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

RETAINER

Invoice Date
1/8/2026

Invoice Number
8046402

Bill To: **Mr. Maurice Pessah Esq.**
Pessah Law Group
9100 Wilshire Blvd.
Suite 850E
Beverly Hills, CA 90212
US

Reference #:	**5345000713 - Rep# 1**
Billing Inquiries:	**Brancato, Christopher**
Email:	**cbrancato@jamsadr.com**
Telephone:	**212-607-2770**
Employer ID:	**68-0542699**

RE: **Amazing Grace Movie, LLC vs. Mayoras, Andrew as Representative of the Estate of Franklin, Aretha et al.**

Neutral(s): **JAMS 1-JAMS**

Representing: **Amazing Grace Movie, LLC**

Hearing Type: **ARBITRATION** CB

Date / Time	Description	Your Share
1/7/26	**JAMS INC** Retainer for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental retainers will be assessed as needed. Any unused portion of this retainer will be refunded at the conclusion of the case.	$ 8,000.00

Total Billed:	$ 8,000.00
Total Payment:	$ 0
Balance:	$ 8,000.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

Click here to pay

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

RETAINER

Invoice Date
1/8/2026

Invoice Number
8046404

Bill To: **Mr. Andrew Mayoras Esq.**
Barron Rosenberg Mayoras & Mayoras PC
1301 W. Long Lake Road
Suite 340
Troy, MI 48098
US

Reference #:	5345000713 - Rep# 4
Billing Inquiries:	**Brancato, Christopher**
Email:	**cbrancato@jamsadr.com**
Telephone:	**212-607-2770**
Employer ID:	**68-0542699**

RE: **Amazing Grace Movie, LLC vs. Mayoras, Andrew as Representative of the Estate of Franklin, Aretha et al.**

Neutral(s): **JAMS 1-JAMS**

Representing: **Estate of Franklin, Aretha**

Hearing Type: **ARBITRATION** CB

Date / Time	Description	Your Share
1/7/26	**JAMS INC** Non-Refundable Counterclaim Filing Fee	$ 2,000.00
1/7/26	**JAMS INC** Retainer for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental retainers will be assessed as needed. Any unused portion of this retainer will be refunded at the conclusion of the case.	$ 8,000.00

Total Billed:	$ 10,000.00
Total Payment:	$ 0
Balance:	$ 10,000.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

Click here to pay

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

Document Retention Policy

Please note that **30 CALENDAR DAYS** after termination of any case JAMS will destroy the following documents submitted by parties unless parties specifically notify JAMS that they wish to collect their documents:

- **Briefs**
- **Exhibits**
- **Evidence**
- **Transcripts**

Parties should collect their documents as soon as possible after the termination of a case. Otherwise, they will be destroyed 30 days thereafter. Please note that JAMS does not maintain a duplicate file of documents, which are normally forwarded to the Neutral upon receipt. Any items marked with notes, comments or suggestions by the Neutral will automatically be destroyed upon closing of the file.

"Termination" of a case is defined as any of the following:

- **Resolution of a matter, e.g., either through settlement or issuance of an award**
- **Mutual agreement to close the matter**
- **Withdrawal from ADR Process**
- **Time Period of one year elapses without any resolution and no future dates on calendar**
- **Notice from JAMS that the matter has been terminated**

PLG

PESSAH LAW GROUP

Maurice D. Pessah
Attorney at Law
Pessah Law Group, PC
9100 Wilshire Blvd., Suite 850E
Beverly Hills, CA 90212

Writer's Direct: 310.500.8221
Writer's Email: *maurice@pessahgroup.com*

PRIVILEGED SETTLEMENT COMMUNICATION (EVID. CODE 1152)

January 27, 2026

<u>VIA EMAIL ONLY</u>
Jonathan Colman
JColman@brmmlaw.com

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

Mr. Colman:

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Maurice D. Pessah

Memorandum

WARNER BROS.
ENTERTAINMENT INC.

AS

To: Judy Noack, Manny Fernandez
Date: February 21, 2008

From: Ann Stockman, Corp. Legal
Re: Aretha Franklin 1972 Concert
Atlantic Recording Agreement

Hi, Judy & Manny

Here's a copy of the agreement dated April 1, 1968, between Atlantic Recording Corp., and Warner Bros. – Seven Arts, Inc., and Aretha Franklin. This Agreement governs her exclusive personal services for a period of 5 years ending March 31, 1973.

Also enclosed is a copy of the Indemnity Agreement dated April 1, 1968 between Warner Bros. – Seven Arts, Inc., and Atlantic Recording Corporation.

Judy – Zazi asked me to send you a copy to have scanned into our system.

Manny – Please add a copy to the Aretha Franklin Recording Session file you had pulled for me previously.

Thanks very much.

Best regards,
A.

April 1, 1968

Warner Bros.-Seven Arts, Inc.
200 Park Avenue
New York, New York

Gentlemen:

Reference is hereby made to that certain Agreement dated April 1, 1968, by and among Aretha Franklin, you and the undersigned.

We acknowledge that you executed the aforesaid Agreement at our special instance and request and as an accommodation to us.

Accordingly, in consideration thereof and as an inducement for you so to do, we do hereby undertake and agree to hold and save you harmless of, from and against any loss, cost, damage or expense which may arise or result from said agreement, and we further agree that we will, upon demand, reimburse you for any cost, liability or expense which you may incur or any payment which you make in accordance with, or as a result of, such agreement.

Very truly yours,

ATLANTIC RECORDING CORPORATION

By [signature]

AGREED:

WARNER BROS.-SEVEN ARTS, INC.

By [signature]

AGREEMENT made this 1st day of April, 1968, by and between ATLANTIC RECORDING CORPORATION of 1841 Broadway, New York, New York, WARNER BROS.-SEVEN ARTS, INC. of 666 Fifth Avenue, New York, New York (hereinafter jointly called "Company") and ARETHA FRANKLIN of 19346 Sorrento Street, Detroit, Michigan (hereinafter called "Artist").

1. (a) The Artist hereby grants and Company engages the Artist's exclusive personal services during the term hereof in connection with the production of phonograph records.

(b) The term of this agreement shall be a period of five (5) years commencing on the date hereof and ending on March 31, 1973.

(c) Reference is made to the agreement dated the 21st day of November, 1966 between Artist and Atlantic Recording Corporation (hereinafter called "the Old Agreement"). This agreement shall be in substitution of the Old Agreement on and after the date of this agreement. It is understood however that the royalties under the Old Agreement payable for ~~__________~~ periods after the period ending March 31, 1968, for master records recorded under and during the Old Agreement shall be accrued to Artist's account under this agreement, but in accordance with the terms and conditions of the Old Agreement; Company keeping only one account for Artist in respect of the Old Agreement and this agreement. Atlantic Recording Corporation will account to Artist for the period ending March 31, 1968. It is hereby agreed that through the date hereof, Atlantic Recording Corporation and its affiliates and Artist have fully performed all obligations to be performed by them pursuant to the Old Agreement and the Old Agreement is hereby ratified and confirmed except that all parties reserve the right to audit.

2. (a) During each one year period of the term hereof (i.e. April 1, 1968 through March 31, 1969, April 1, 1969 through March 31, 1970, April 1, 1970 through March 31, 1971, April 1, 1971 through March 31, 1972, April 1, 1972 through March 31, 1973) (hereinafter called "Contract Period(s)") Artist agrees to record and Company will accept commercially satisfactory master records of the equivalent of at least thirty-six (36) different record sides at 45 rpm, or the equivalent thereof in playing time. It is the essence of Artist's obligations to Company under this agreement that Artist shall record at least said thirty-six (36) record sides during the first nine months of each Contract Period with at least twelve (12) of such thirty-six (36) sides being recorded during each three month period of each such nine month period.

(b) At Company's option, Artist agrees to record hereunder such additional record sides as Company may request; provided, however, that not more than a total of forty-six (46) different commercially satisfactory record sides shall be recorded by Artist during each contract period hereof without Artist's consent.

(c) For the purposes of paragraph 2, the total of all recordings of the same musical composition in different arrangements, languages or versions shall only be counted as one record side.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder, and for the recording of any record sides hereunder, then and in addition to any other rights or remedies which Company may have under this agreement, the term of this agreement may, at Company's option, exercised by giving Artist written notice prior to the expiration of the term of this agreement, be extended for a period of time equal to the period of such failure or unavailability; provided, however that such period of extension shall not exceed sixty (60) days for each record side which the Artist failed to or was unavailable to perform. All such extensions of the term of this agreement shall apply consecutively at the end of the term. In the event that Company shall extend the term of this agreement as aforesaid and Artist duly renders her performances during the period of such extension, then the amount, if any, by which the guarantee provided for in Paragraph 7 was reduced by reason of Artist's initial failure to record the record sides which are recorded by Artist during such period of extension shall be restored by Company in the computations of the guarantee.

(e) The Artist agrees to re-record each selection recorded hereunder until a commercially satisfactory "master" record thereof shall have been obtained. The term "commercially satisfactory" record shall be deemed to mean records recorded in accordance with industry standards, including engineering skill, in connection with which Artist has used her best efforts. Recordings rejected by Artist shall be deemed commercially unsatisfactory.

(f) The Artist agrees to record at such times and places during the term hereof, as Company may reasonably designate, subject to Artist's prior commitments, of which Company has reasonable prior notice, it being specifically understood that Artist will not make commitments which would make her unavailable for at least a one week period during each calendar quarter or sufficient extra time required to record the required number of sides. The place of recording shall be mutually agreed upon except that Atlantic Recording Corporation's New York studio is deemed to be approved by Artist.

(g) All material to be recorded hereunder shall be subject to Artist's approval, which approval shall not be unreasonably withheld.

(h) All material to be released during the term hereof shall be subject to Artist's approval, which approval shall not be unreasonably withheld. If Artist shall disapprove any material to be released, Company may apply the number of master records embodying such disapproved material in diminution of the number of record sides which Artist has recorded pursuant to paragraphs 2(a) or (b) hereof.

(i) Company may require Artist to advise Company of Artist's approval or disapproval pursuant to paragraph 2(g) or 2(h) by giving notice sent to Artist at her address first above written by registered mail or prepaid telegram. Artist shall advise Company of such approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within five (5) days after such notice is sent by Company. In the event that Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(j) In the event that, during any Contract Period Artist records more than the minimum number of record sides required to be recorded in such Contract Period as provided for above, then such sides as may be recorded in excess of said minimum may be applied, at Company's option, in diminution of the minimum number of record sides required to be recorded during any subsequent Contract Period. The provisions of this paragraph shall have no effect on Company's release obligations pursuant to paragraph 2(l).

(k) Artist shall have the right to approve all photographs of Artist and the liner notes used by Company on albums embodying her performances in the United States, which approval shall not be unreasonably withheld. Company will send copies of same for Artist's approval to her at her address first above written. Artist shall advise Company of her approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within ten

(10) days after such material is sent to her. If Artist disapproves, she shall specify her reasons therefor. In the event Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(l) Company agrees to release in the United States during each Contract Period at least three (3) "singles" records and three (3) "albums" embodying Artist's performances hereunder, subject to the availability of completed commercially satisfactory master recordings to enable Company to perform its said obligations and subject to Artist's having given the approval provided for in paragraph 2(h).

(m) If, during any Contract Period of this agreement, Company fails, except for reasons beyond its control, to record or to release the minimum number of records provided for herein, and, if within ninety (90) days prior to the expiration of such Contract Period, Artist notifies Company by registered mail of Artist's request that Company record such of Artist's performances as will fulfill Company's minimum obligations hereunder, or release the minimum number of records as provided for herein, then Company shall, within the next ninety (90) days, fulfill said minimum obligation. No failure by Company to fulfill its minimum recording obligations other than for reasons beyond its control shall result in a reduction of guarantee pursuant to Paragraph 7.

3. The Artist agrees that during the period of this agreement she will not perform for any person, firm or corporation other than Company for the purpose of making phonograph records. The Artist agrees not to perform any selections which she has performed hereunder for any other person, firm or corporation for the purpose of making phonograph records for a period of five (5) years from the date of expiration of this agreement and any extensions thereof. If, during the term of this agreement the Artist performs any composition for the purpose of making any recording for any medium other than phonograph records, she will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used directly or indirectly for the purpose of making phonograph records. The restriction hereinbefore stated shall apply also to all compositions which have been recorded under this agreement for a period of five (5) years from the date of expiration of this agreement. The provisions of paragraph 3 of the Old Agreement shall continue in full force and effect throughout the term hereof insofar as same apply to Artist's services rendered pursuant to the Old Agreement.

4. All recordings hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property. Not in limitation of the foregoing or of any other rights granted herein, but in addition thereto, and without further payment other

than as herein provided, the Artist grants to Company (a) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use throughout the world, at any price or without price, or to refrain therefrom throughout the world or in any part thereof, records embodying the performances to be recorded hereunder, upon such terms and conditions as Company may approve; (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness and all biographical material concerning the Artist; to write and publish and to permit others to write and publish articles concerning the Artist for advertising or trade purposes in connection with the sale and exploitation of Company's products, without restriction, and to use as descriptive of the Artist the phrase "exclusive artist", said words "exclusive artist" to be prefaced by any label, name or names designated by Company, or any other similar appropriate phrase, it being agreed that Company may release or sell records and masters of selections made hereunder under its name and/or any other name which from time to time may be selected by it; provided, however, that during the term hereof all masters will initially be released in the United States on one of Company's top selling labels such as the Atlantic label, and not on a "budget label"; (c) the sole and exclusive rights in, title to, and ownership of all recordings made hereunder, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter known, obtained from recordings made hereunder and the performances embodied therein; (d) the sole and exclusive right, if Company so desires, to publicly perform the records, or to permit the public performances thereof, by means of radio broadcast or otherwise; (e) the right to incorporate, in records to be made hereunder, instrumentations, orchestrations and arrangements owned by the Artist at the time of recording them.

5. Company will accrue to the Artist's Account the following sums:

(a) a royalty equal to a percentage (hereinafter called "The Basic Percentage") of the suggested retail list price in the country of manufacture or sale, at Company's option, less taxes (paid by Company and based on the unit price of the record and which are not separately stated to the consumer), duties, excise and tariffs, on ninety (90%) percent of all records manufactured and sold during the term hereof, and not subject to return, embodying performances hereunder on both sides thereof; and one half the amount of such royalty on all records sold embodying performances hereunder on only one side thereof; and also, the amount of such royalty shall be proportionately reduced by the number of artists on recordings made with another featured artist or artists. Royalties on records sold in albums or in packets, covers or boxes, or in any manner other than stock factory sleeves shall be determined by the suggested retail list price of replacement of the recorded unit, Company's deduction in respect of packaging thereby being a deduction in the computation of the retail list price. The Artist agrees that Company may, if it so desires, issue long-play or other recordings which will contain performances by the Artist, together with those of other artists. The royalty payable to the Artist on any record shall be based on that fraction of the suggested retail list price as the number of recordings by the Artist contained in such record bears to the total number of recordings contained therein. Company agrees that it will not couple performances by Artist with performances by other artists on "single" records in the United States. Company agrees that on long play records released in the United States which contain performances by Artist with performances by other artists, not more than one third (1/3) of the total number of sides on each such record shall be by Artist.

(b) Royalties for records sold outside of the United States are to be computed at a rate of one half (1/2) of the above stated royalty and computed in the national currency of the country where sold, and are to be accrued only after such royalties are received by Company, in the United States and in the dollar equivalent at the rate of exchange at the time Company received payment. In the event that Company does not for any reason receive such royalties in the United States in United States dollars, Company shall deposit such royalties in a bank account in Artist's name in the country where such funds are located and shall give Artist notice thereof, provided that Company shall have no obligation in this regard until such time as accruals of royalties hereunder shall equal the total guarantee.

(c) Royalties for records sold pursuant to mail order or "club" plans as distinguished from sale through retail stores shall be computed at one half the applicable royalty stated in paragraph 5(a) or 5(b) above or at one half of Company's receipts in respect thereof, whichever is less.

(d) No royalties shall be accrued on records given away or sold at less than Company's cost therefor for promotional purposes or to induce sales of records subject hereto on "bonus" or "free" records distributed by clubs, or on records distributed without charge to affect a discount from Company's normal wholesale price. In the event that Company sells records at less than fifty (50%) percent of Company's normal wholesale price to affect a discount from Company's normal wholesale price, royalties on such records shall be computed pro rata in the proportion that the price actually charged bears to the normal wholesale price. For the purposes of this paragraph, a record sold at "less than Company's cost" is a record which is sold at or below the total actual cost of pressing, label, copyright royalties (when such royalties are paid) jackets and contributions to the Music Performance Trust Fund, Phonograph Manufacturer's Special Payments Fund and similar funds.

(e) With respect to all records sold as premiums to Company's clients therefor, all royalties shall be based on the actual sales price charged to Company's clients for such phonograph records, and such actual sales price shall be deemed the list price for such phonograph records in computing royalties hereunder.

(f) All royalties otherwise payable in the normal course of business after the date hereof (after payment of royalties for the first quarter of 1968) in respect of master recordings recorded by Artist pursuant to the Old Agreement which royalties shall be computed in accordance with the Old Agreement and shall be accrued to Artist's account hereunder.

(g) The Basic Percentage referred to in Paragraph 5(a) shall be as follows with respect to master recordings actually recorded or master recordings required to be recorded in accordance with paragraphs 2(a) and 2(b) during the following periods:

Period	Basic Percentage
Between April 1, 1968 through March 31, 1969	7%
Between April 1, 1969 through March 31, 1970	8%
Between April 1, 1970 through March 31, 1971	9%
On and after April 1, 1971	10%

6. (a) Company will, within sixty (60) days after the expiration of each calendar quarter, render a statement of accrued royalties under this agreement earned during such preceding calendar quarter less all deductions and charges applicable thereto. Each such statement shall become binding upon the Artist two (2) years after it is rendered, unless specific objection thereto has been made during such period of time. Payments to Artist shall be

made in accordance with Paragraph 7.

(b) Company agrees that it will advance recording costs at its risk and one half of all payments of recording costs with respect to the recordings made hereunder shall be charged against Artist's account hereunder and deducted therefrom.

7. (a) Provided that Artist shall not be in default in the performance of any of the terms, covenants and conditions of this agreement on her part to be kept or performed, Company guarantees that the royalties accruing to Artist's account in accordance with paragraph 5 hereof (hereinafter referred to as the "Guarantee") will (subject to the provisions of subparagraphs (d) and (e) hereof) amount to no less than Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of contract periods of this agreement during which Artist shall have duly rendered her performances in accordance with this agreement.

(b) All sums accruing to Artist's account under the terms of this agreement shall be paid to Artist in annual installments of not more than One Hundred Thousand Dollars ($100,000.00) each, the first of which shall be paid between January 10 and January 15, 1969, and the remaining installments shall be paid to Artist between the 10th and 15th days of January in each successive year thereafter until payment shall have been made to Artist of all sums accruing to her under any provisions of this agreement.

Company shall not be in default with respect to any such payment unless Artist has given Company written notice thereof by registered mail and Company has failed to cure such default within ten (10) business days after receipt of such notice.

(c) The Company shall have the right, but not the obligation, to secure, for its own benefit, term insurance on the life of Artist, if such insurance is available, in an amount not exceeding the difference between One Million Dollars ($1,000,000.00) and the total amount of all sums which shall have accrued to Artist pursuant to the terms of this agreement, less all charges and deductions. Such insurance shall, if possible, be secured in multiples of One Hundred Thousand Dollars ($100,000.00) each and shall be computed for each contract period concurrently with the rendition of the last statement for each such contract period. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or, if obtained, the same is not continued in full force and effect at any time. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. In the event that Company is able to secure such insurance and in the event of Artist's death prior to the expiration of this agreement, and while such insurance is in effect, Company agrees to pay to Artist's estate after Company has collected the proceeds of the aforesaid insurance, if any, the difference between the total of all payments theretofor made to Artist and one million dollars, but not more than the proceeds of the aforesaid insurance (less the cost of said insurance) together with any net accruals of royalties in excess of the total of all payments theretofor made to Artist pursuant to this agreement. Such payment, if made, shall be in lieu of and in full satisfaction of all other obligations to Artist under this agreement other than the payment of any net royalties thereafter accruing. The cost of said insurance may be charged by Company against accruals made pursuant to paragraph 5 hereof,but not in diminution of the Guarantee.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraphs 2(a) or 2(b) (other than by reason of her death, if Company has secured the insurance referred to in paragraph 7(c) and Company receives the full proceeds of such insurance) then and in that event the Guarantee provided for in paragraph 7(a) shall be modified as follows:

(i) If during a Contract Period, Artist has failed to or is unavailable for the recording of the minimum number of record sides as is provided for in paragraph 2(a), then and for each such Contract Period in which such failure or unavailability occurs the Guarantee shall be without prejudice and in addition to any other right and remedy which may be available to Company, reduced by that percentage of two hundred thousand ($200,000.00) dollars as the number of commercially satisfactory master recordings, in multiples of twelve (12), so unrecorded by Artist bears to the number thirty-six (36).

(ii) If during a Contract Period, Artist has recorded the minimum number of record sides as is provided for in paragraph 2(a) and Company has requested additional record sides in accordance with paragraph 2(b) and Artist has failed to or is unavailable for the recording of such additional record sides, then and for each such Contract Period in which such failure or unavailability occurs, the Guarantee shall, without prejudice and in addition to any other right and remedy which may be available to Company, be reduced by that percentage of Two Hundred Thousand Dollars ($200,000.00) as the total number of commercially satisfactory master recordings so unrecorded by Artist bears to the number forty-six (46).

(e) Should the Artist die during the term of this agreement, and if Company has not secured the insurance referred to in paragraph 7(c), or if any such insurance is obtained but Company has not received the full proceeds of such insurance, then the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus the proceeds, if any, actually received by Company from insurance in accordance with paragraph 7(c) but not more than a total of One Million Dollars ($1,000,000.00) in Guarantees.

(f) Should the Artist for any reason not within her control, other than death, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraph 2(a) or 2(b) for a period of nine (9) consecutive months during the term of this agreement, then in addition to any other right and remedy which may be available to Company the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus:

(i) Two Hundred Thousand Dollars ($200,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during either of the first two Contract Periods, or

(ii) One Hundred and Fifty Thousand Dollars ($150,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Third Contract Period, or

(iii) One Hundred Thousand Dollars ($100,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Fourth Contract Period;

Provided, however, that in the event that the sums provided for in (i), (ii) or (iii) above are used, and if during the applicable Contract Period actual accruals of royalties hereunder for such period are greater than the applicable sum, the amount of such actual accrual, but not more than Two Hundred Thousand Dollars ($200,000.00) shall be utilized for such Contract Period and any succeeding Contract Periods.

Company may, however, in lieu of recomputing the Guarantee as aforesaid, elect to terminate this agreement by giving Artist written notice thereof, and in the event of such termination the Guarantee shall be computed in the same manner as provided for in paragraph 7(e).

8. Company and Artist agree that the Artist's services for the purpose of recording phonograph records hereunder are of a special, unique and extraordinary character. The Artist agrees that in the event of the Artist's breach of any term, condition or covenant of this agreement, Company shall be entitled to injunctive relief in addition to any other rights or remedies available to it.

9. This agreement is subject to all rules and regulations of any union having jurisdiction. No failure of Company to perform because of such rules and regulations shall be deemed to be a breach of this agreement. If, due to any labor controversy or adjustment thereof or to any cause not entirely within Company's control or which Company could not by reasonable diligence have avoided, Company is materially hampered in the recording, manufacture or distribution of records, then for the duration of such contingency Company may suspend the term hereof by written notice to Artist to such effect.

10. It is agreed that all persons who will act as Producers of record sessions to be conducted by Company with Artist pursuant to this agreement shall be subject to Artist's prior approval, which approval shall not be unreasonably withheld. Artist hereby irrevocably approves Gerald Wexler, and if he is not available for any reason, Thomas Dowd, as persons who may act as such Producers.

11. For the purposes of this agreement, the following definitions shall apply:

Recording costs - all costs incurred in or incident to the recording of the Artist's performance including, but limited to, costs of musicians, singers and actors, costs of arrangements, copying charges, cartage of musical instruments and studio costs and expenses; provided, however, that if studios owned by Company are used for recordings hereunder, no charge shall be made therefor by Company.

Record - any device now or hereafter known used for the reproduction of sound by electrical, mechanical, magnetic or other means.

Master record - any device used as the mould or permanent manufacturing agent from which records can be manufactured.

Records sold and not subject to return - all records for which Company invoices any party, and for which it receives payment, and which are not subject to later return at any time or for any reason, but excluding any records sold after deletion from Company's catalogue in order to dispose of existing inventory (referred to in the industry as "cutouts"). Company shall have the right to set up and maintain reasonable self-liquidating reserves to provide for returns.

Company - Company, its successors, assigns, lessees and licensees. Company shall have the right to assign this agreement in whole or in part but only to any parent, subsidiary or affiliated corporation in connection with the sale or assignment of all or a substantial part of Company's assets.

12. (a) In the event that Artist writes or Artist or any firm or corporation (including, without limitation, 14th Hour Music, Inc.) owned or controlled by Artist, or affiliated with Artist, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any musical composition which isrecorded by Artist for Company pursuant to this agreement during the term hereof, then and in that event Artist agrees to issue a license or to cause a license to be issued to Company to mechanically reproduce each such musical composition which shall provide inter alia for quarter annual accountings and payments on the same dates as accountings are due hereunder and for payment at the rate of 1½¢ per composition per record manufactured and sold and not subject to return.

(b) In the event that Company or any firm or corporation owned or controlled by Company or affiliated with Company, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any theretofor unrecorded and unreleased musical composition which is recorded by Artist for Company pursuant to this agreement, then and in that event Company agrees to assign or cause to be assigned to a music publisher designated by Artist an undivided one-half (1/2) of such interest in and to each such musical composition and all rights therein throughout the world. Company or its designess shall administer each such composition throughout the world on behalf of all parties. With respect to those compositions administered by Company or its designee, in accordance with this paragraph 12(b), Company agrees to compute mechanical royalties on records sold by it at the rate of two (2¢) cents per composition per record manufactured and sold and not subject to return. In administering such musical compositions in the United States and Canada, Company shall make no charge in respect of general overhead not directly attributable to such musical compositions.

(c) With respect to recordings of any musical compositions subject to paragraphs 12(a) and (b) which are embodied in records distributed by Company, it is agreed that mechanical royalties will not be paid by Company on records described in paragraph 5(d) except that with respect to those records sold by Company at less than fifty (50%) percent of Company's normal wholesale price to affect a price discount, mechanical royalties shall be payable by Company pro rata in the proportion that the price actually charged bears to the normal wholesale price.

(d) The parties agree to execute and cause to be executed all documents necessary to effectuate the intent hereof.

(e) The provisions of paragraph 13 of the Old Agreement shall continue to apply to all musical compositions described therein which were recorded by the Artist for Company prior to the date of this agreement.

13. Artist agrees that Company shall each have the right from time to time during the term hereof, and for the term hereof only, to purchase at their own expense and for their own benefit such term insurance in an amount not exceeding One Million Dollars ($1,000,000.00) relating to Artist as they may in their sole discretion determine in addition to the insurance provided for in paragraph 7(c); provided, however, that in connection with such additional insurance they shall purchase an equivalent amount of like insurance at their expense for Artist's benefit. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or if obtained, the same is not continued in full force and effect at any time. Anything to the contrary contained in this paragraph notwithstanding, Artist may at any time require Company by giving Company notice in writing, to cancel or reduce any or all insurance, if any, purchased by Company hereunder, provided, however, that such cancellation or reduction

shall apply equally to all insurance purchased by Company in accordance with this paragraph. Artist may at any time require Company to cancel all insurance, if any, purchased in accordance with Paragraph 7(c) by giving Company notice in writing.

14. All notices which any party hereto may desire to give to another party hereto shall be in writing and shall be sent as follows:

If to Artist: To Artist at her address first above written with a copy to Andrew Feinman, Esq., 424 Madison Avenue, New York, New York.

If to Company: To Atlantic Recording Corporation and Warner Bros.-Seven Arts, Inc.

If to Atlantic Recording Corporation: To 1841 Broadway, New York, New York, attention: Mr. Gerald Wexler.

If to Warner Bros.-Seven Arts, Inc.: to 200 Park Avenue, New York, New York, attention: Legal Dept.

15. Artist agrees to indemnify Company and hold Company harmless from and against all liability, loss, damage, cost or expense, including legal fees, paid or incurred by Company by reason of any breach or failure of Artist's representations or warranties hereunder. Pending the determination of any claim involving such breach or failure, Company may withhold payments hereunder in a reasonable amount to provide for such claim. No settlement of any claim to which this indemnity applies shall be made by Company or by Artist without the other's prior written

consent. Artist shall be entitled to be represented in the defense of any claim to which this indemnity applies by counsel of her own choice and at her own expense.

16. This agreement may not be modified, except in writing signed by all parties hereto. This agreement shall be subject to the laws of the State of New York, applicable to agreements made and to be wholly performed therein. Illegality or unenforceability of any portions hereof shall not affect the legality or enforceability of the balance of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove first written.

ATLANTIC RECORDING CORPORATION

By______________________

WARNER BROS.-SEVEN ARTS, INC.

By______________________

____
ARETHA FRANKLIN

BARRON, ROSENBERG,
MAYORAS & MAYORAS P.C.
ESTATE PLANNING | ELDER LAW | FAMILY LAW | PROBATE | LITIGATION

1301 West Long Lake Road
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Troy, Michigan 48098
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October 20, 2025

Via Email Only

Maurice D. Pessah, Esq.
Pessah Law Group
9100 Wilshire Blvd., Ste. 850E
Beverly Hills, CA 90212

Re: Amazing Grace Moving, LLC v Estate of Franklin

Dear Mr. Pessah,

In response to your letter that was emailed to me late in the day on October 17, 2025, please be advised that I am the Special Personal Representative ("SPR") of the Estate of Aretha Franklin (the "Estate"). A copy of my Letters of Authority is enclosed. I am the only personal representative of the Estate. As such, I hold the authority to speak on behalf of the Estate. While Kecalf Franklin is an heir of Aretha Franklin and a devisee of the Estate, he is not a fiduciary of the Estate, he does not have authority to speak for the Estate and he is not a proper party to the above-referenced proceeding.

I am unable to provide a substantive response to your letter and draft complaint in the short timeframe provided, however if you wish to engage in dialogue about this matter prior to filing your arbitration action, I am willing to do so.

Conversely, if you choose to initiate arbitration immediately, counsel representing me in my capacity as SPR of the Estate will respond accordingly. In that regard, I remind you of the arbitration and venue clauses of the contract, including the Dispute Resolution clause, section 10, and Paragraph E of the Mutual Release of All Claims, Appendix I to the contract. If you do choose to file, please do so in the appropriate forum and appropriately identify me, in my capacity as SPR, as the sole proper defendant.

Thank you for your attention to this matter.

Sincerely,

BARRON, ROSENBERG,
MAYORAS & MAYORAS, P.C.

ANDREW W. MAYORAS

AWM/sap
Enclosure

Approved, SCAO | JIS CODE: LET

STATE OF MICHIGAN PROBATE COURT COUNTY OF OAKLAND	LETTERS OF AUTHORITY FOR PERSONAL REPRESENTATIVE	FILE NO. 2018-384,527-DA

Estate of Aretha Franklin, Deceased

To: Name and address
Andrew W. Mayoras
1301 W. Long Lake Rd., Ste. 340
Troy, MI 48098

Telephone no.
248-641-7070

You have been appointed and qualified as special personal representative(s) of the estate on September 5, 2024 (Date).
You are authorized to perform all acts authorized by law unless exceptions are specified below.

☒ Your authority is limited in the following way:

☐ You have no authority over the estate's real estate or ownership interests in a business entity that you identified on your acceptance of appointment.

☒ Other restrictions or limitations are: **The Personal Representative shall not sell any real estate of the estate without further order of the Court.**

☒ These letters expire: September 5, 2026 (Date)

8/22/2025
Date

/s/ JENNIFER CALLAGHAN
August 22, 2025 GM

Judge Jennifer Callaghan P57488 (formal proceedings)/Register (informal proceedings) Bar no.

PROBATE SEAL

SEE NOTICE OF DUTIES ON SECOND PAGE

Attorney name (type or print) Bar no.

Address

City, state, zip Telephone no.

I certify that I have compared this copy with the original on file and that it is a correct copy of the original, and on this date, these letters are in full force and effect.

August 26, 2025
Date

Deputy register

The letters of Authority are valid only if issued with the electronic seal of the Oakland County Probate Court, MCL 8.3, and MCL 565.232

Do not write below this line – For court use only

PROBATE SEAL OAKLAND COUNTY MICHIGAN

This document is a full and correct copy of the original on file in the Oakland County Probate Court, State of Michigan. Certified via official electronic seal of the Oakland County Probate Court MCL 565.232.

PC 572 (2/13) **LETTERS OF AUTHORITY FOR PERSONAL REPRESENTATIVE**

MCL 700.3103, MCL 700.3307, MCL 700.3414, MCL 700.3504, MCL 700.3601, MCR 5.202, MCR 5.206, MCR 5.307, MCR 5.310

NOTICE OF DUTIES FOR DECEASED ESTATE — FILE NO. 2018-384,527-DA

The following provisions are mandatory reporting duties specified in Michigan law and Michigan court rules and are not the only duties required of you. See MCL 700.3701 through MCL 700.3722 for other duties. Your failure to comply may result in the court suspending your powers and appointing a special fiduciary in your place. It may also result in your removal as fiduciary.

CONTINUED ADMINISTRATION: If the estate is not settled within 1 year after the first personal representative's appointment, you must file with the court and send to each interested person a notice that the estate remains under administration, specifying the reasons for the continued administration. You must give this notice within 28 days of the first anniversary of the first personal representative's appointment and all subsequent anniversaries during which the administration remains uncompleted. If such a notice is not received, an interested person may petition the court for a hearing on the necessity for continued administration or for closure of the estate. [MCL 700.3703(4), MCL 700.3951(3), MCR 5.144, MCR 5.307, MCR 5.310]

DUTY TO COMPLETE ADMINISTRATION OF ESTATE: You must complete the administration of the estate and file appropriate closing papers with the court. Failure to do so may result in personal assessment of costs. [MCR 5.310]

CHANGE OF ADDRESS: You are required to inform the court and all interested persons of any change in your address within 7 days of the change.

Additional Duties for Supervised Administration

If this is a supervised administration, in addition to the above reporting duties, you are also required to prepare and file with this court the following written reports or information.

INVENTORY: You are required to file with the probate court an inventory of the assets of the estate within 91 days of the date your letters of authority are issued or as ordered by the court. You must send a copy of the inventory to all presumptive distributes and all other interested person who request it. The inventory must list in reasonable detail all the property owned by the decedent at the time of death. Each listed item must indicate the fair market value at the time of the decedent's death and the type and amount of any encumbrance. Where the decedent's date of death is on or after March 28,2013, the lien amount will be deducted from the value of the real property for purposes of calculating the inventory fee under MCL 600.871(2). If the value of any item has been obtained through an appraiser, the inventory should include the appraiser's name and address with the item or items appraised by that appraiser. You must also provide the name and address of each financial institution listed on your inventory at the time the inventory is presented to the court. The address for a financial institution shall be either that of the institution's main headquarters or the branch used most frequently by the personal representative. [MCL 700.3706, MCR 5.307, MCR 5.310(E)]

ACCOUNTS: You are required to file with this court once a year, either on the anniversary date that your letters of authority were issued or on another date you choose (you must notify the court of this date) or more often if the court directs, a complete itemized accounting of your administration of the estate. This itemized accounting must show in detail all income and disbursements and the remaining property, together with the form of the property. Subsequent annual and final accountings must be filed within 56 days following the close of the accounting period. When the estate is ready for closing, you are also required to file a final account with a description of property remaining in the estate. All accounts must be served on the required persons at the same time they are filed with the court, along with proof of service.

ESTATE (OR INHERITANCE) TAX INFORMATION: You are required to submit to the court proof that no estate (or inheritance) taxes are due or that the estate (or inheritance) taxes have been paid. **Note:** The estate may be subject to inheritance tax.

Additional Duties for Unsupervised Administration

If this is an unsupervised administration, in addition to the above reporting duties, you are also required to prepare and provide to all interested persons the following written reports or information.

INVENTORY: You are required to prepare an inventory of the assets of the estate within 91 days from the date your letters of authority are issued and to send a copy of the inventory to all presumptive distributees and all other interested persons who request it. The inventory must list in reasonable detail all the property owned by the decedent at the time of death. Each listed item must indicate the fair market value at the time of the decedent's death and the type and amount of any encumbrance. Where the decedent's date of death is on or after March 28, 2013, the lien amount will be deducted from the value of the real property for purposes of calculating the inventory fee under MCL 600.871(2). You are also required within 91 days from the date your letters of authority are issued, to submit to the court the information necessary to calculate the probate inventory fee that you must pay to the probate court. You may use the original inventory for this purpose. [MCL 700.3076, MCR 5.307]

ESTATE (OR INHERITANCE) TAX INFORMATION: You may be required to submit to the court proof that no estate (or inheritance) taxes are due or that the estate (or inheritance) taxes have been paid. **Note:** The estate may be subject to inheritance tax.

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Attorneys for Plaintiff
AMAZING GRACE MOVIE, LLC

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.: **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**

Claimant AMAZING GRACE MOVIE, LLC ("**AGM**" or "**Claimant**") brings this Complaint for damages against Respondents ANDREW MAYORAS, a Representative of the ESTATE OF ARETHA FRANKLIN (collectively, the "**Estate**" or "**Respondent**"); KECALF FRANKLIN, and ROES 1-50, inclusive, based on the following allegations:

PARTIES, JURISDICTION AND VENUE

1. At all times herein mentioned, Claimant AMAZING GRACE MOVIE, LLC ("Claimant") was and is a California Limited Liability Company with its headquarters and principal place of business in Los Angeles, California.

2. Plaintiff is informed and believes, and based thereon alleges that Respondent Mayoras is, and at all times herein mentioned was, the Estate of the late artist Aretha Franklin, administered under the laws of the State of Michigan, by and through its duly appointed representative, Andrew Mayoras, acting in such representative capacity.

3. Plaintiff is informed and believes, and based thereon alleges that Respondent KECALF FRANKLIN is an individual residing in the State of Michigan.

4. This cause is properly before the Judicial Arbitration and Mediation Service, JAMS, and subject to its Expedited Rules and Procedures pursuant to Section 10 of the parties' agreement. (Exhibit B, Sec. 10, p. 8)

FACTUAL ALLEGATIONS

A. Relevant Background

1. Over two nights in January of 1972, the inimitable "Queen of Soul," Aretha Franklin, accompanied by Reverend James Cleveland and the Southern California Community Choir, performed a concert from the pulpit of the New Temple Missionary Baptist Church in the Watts neighborhood of Los Angeles, California (the "Concert"). With the pulpit as her stage, Franklin delivered one of the most mesmerizing performances of her career. She was a preacher as much as a singer, a healer as much as an entertainer. Tucked in the pews were Mick Jagger and Charlie Watts, captivated and unblinking.

2. The performance was recorded as a live album entitled "Amazing Grace," released by Atlantic Records in 1974. The album was a critical and commercial success, winning the 1973 Grammy Award for Best Soul Gospel Performance; "Amazing Grace" remains the best-selling gospel album *of all time* and one the greatest commercial successes of Franklin's career.

3. Franklin's performance, and all proceeds thereof including, but not limited to, the sound recording and film footage was produced and owned by Warner Brothers and Atlantic Records[1] (collectively, "Warner Bros.") as part of Franklin's April 1, 1968, overall deal with Warner Bros. (the "**WB-Franklin Agreement**"). The WB-Franklin Agreement governed Franklin's exclusive personal services to Warner Bros. for a period of 5 years. Attached hereto as **Exhibit A** is a true and correct copy of the WB-Franklin Agreement.

4. Unfortunately, the Concert footage wouldn't see the light of day for over three decades. Several technical requirements necessary to synchronize picture and sound were neglected, and most of the footage from the Concert was unusable. Alas, the footage and accompanying sound recordings collected dust in a Warner Bros. vault.

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

5. In 2007, producer and composer Alan Elliott ("Elliott"), the principal of Amazing Grace Movie, LLC ("AGM" or "Claimant") and longtime admirer of Franklin, convinced Warner Bros. to sell him all its right, title and interest in and to the Concert footage, including the non-synced audio and film reels. Elliott mortgaged his home and spent countless hours resurrecting and technically syncing the footage. Without any assistance whatsoever from Respondent, and after pouring years of effort and equity into the project, Elliott created what eventually became one of the most celebrated music documentaries of all time, *Amazing Grace* (the "Picture"). See, *e.g.* Wesley Morris, *Amazing Grace Review: Aretha Franklin Is Glorious in a Rousing Concert Film*, The New York Times (Dec. 5, 2018)[2]; Emily Lordi, *My Soul Is Satisfied: An Intimate New Documentary Explores The Source of Aretha Franklin's Power*, (April 5, 2019)[3].

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[1] Warner Bros. acquired Atlantic Records in 1967 and later evolved into Warner Music Group (WMG).
[2] https://www.nytimes.com/2018/12/05/movies/amazing-grace-review.html
[3] https://www.newyorker.com/culture/cultural-comment/my-soul-is-satisfied-an-intimate-new-documentary-explores-the-source-of-aretha-franklins-power

6. The tremendous accolade and acclaim that accompanied the Picture no doubt aided in increasing the goodwill and fanfare of Franklin's music and legacy.

7. Elliott transferred all rights to the Picture to Claimant, including the copyright thereto, and began distribution.

C. <u>Claimant's Agreement with the Franklin Estate and The Instant Dispute</u>

8. On March 21, 2019, AGM entered into an agreement with the Estate of Aretha Franklin (the "Estate"), whereby AGM acquired a comprehensive grant of rights from Respondent in exchange for $1.1 million, 10% of the net proceeds from the Picture, and other valuable consideration, including posthumous "Starring" credit for Franklin, and a "Produced By" credit for the then current administrator of the Estate. The March 2019 agreement was subsequently and minimally amended on April 8, 2019 (together, the "Agreement"). Attached hereto as **Exhibit B** is a true and correct copy of the Agreement.

9. Section 2 of the Agreement is nothing short of a broad, exclusive, and all-inclusive grant of rights in and to the "name, image and performance of Aretha Franklin solely as embodied in the Film [Picture] and the Concert Footage… including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize [the same] in all media, whether now known or hereafter devised…" (**Exh. B**, Sec. 2(a), p.2) The Agreement further states:

> …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").

10. (*Id*. at Sec. 2(b), p. 3) The Agreement also enshrines Claimant's exclusive right to "develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake, sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised[.]" (*Id*. at Sec. 2(c))

11. The Estate further agreed and covenanted to "cause music publisher Springtime Music to issue a gratis synchronization license to [Claimant] for use of Aretha Franklin's arrangement of AMAZING GRACE [the song] in the Film and in any and all trailers for the Film[.]"

D. Respondent's Representations and Warranties

12. As part of the parties' representations and warranties, the Estate-Respondent 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." (**Exh. B**, Sec 7.7, p.7)

13. The parties also agreed to "defend, indemnify and hold harmless the other party" against any claims, liabilities, losses, etc., arising out of any breach of any representation, warranty or agreement made by the other. (*Id*. at Sec. 7.9, p. 7)

14. Despite Franklin already having granted all rights to her performance in the Concert (including, but not limited to, her name, likeness, image, and all proceeds of her performance) to Warner Bros. as part of the 1968 WB-Franklin Agreement (*supra*), the Estate falsely represented and warranted to Claimant that it was "the sole, exclusive and absolute owner of the rights" being granted in the Agreement, and that it had the "sole and exclusive and absolute right to grant or vest in [Claimant], all rights, licenses and privileges granted to or vested in [Claimant]" under the Agreement. (*Id*. at Sec. 8.2, p. 7-8)

15. Some of the rights granted in the Agreement were governed by guidelines set forth in Exhibit R ("Ancillary Rights") to the Agreement. Exhibit R to the Agreement delineated three approval categories for certain rights that were being granted as part of the Agreement (Category 1, Category 2 and Category 3, respectively). (**Exh. B**, at p. 21) **The instant dispute pertains to approval that Claimant sought as to a Category 2 right**, which includes "Outtakes."

E. Category 2 and the Respondents' Bad Faith Conduct

16. In June of 2025, AGM was approached by acclaimed director Brett Ratner and his production company, RatPac Entertainment (together "Ratner"), who sought to license a portion of Franklin's performance of the song AMAZING GRACE from outtake footage of the Concert, a Category 2 right **possessed by Claimant**. Ratner, with whom AGM has an economic relationship, had been tapped to produce and direct 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+. Amazon paid $40 million to acquire the Documentary. As described by Melania Trump in a recent *Vanity Fair* article:

> The film, she said then, will be about her "day-to-day life, what I'm doing, what kind of responsibilities I have. It's day to day, from transition team to moving to the White House, packing, establishing my team, the First Lady office, moving into the White House, what it takes to make the residence your home, to hire the people that you need."

(Kase Wickman, *Melania, Brett Ratner's Documentary About Melania Trump, Take a Page from Melania and Melania*, Vanity Fair (Oct. 9, 2025)[4]. The Documentary is ***not*** political or religious in nature.

17. Ratner's team advised Claimant that the estates of **Michael Jackson**, **Lionel Richie**, **James Brown, Al Green, Elvis Presley, Edith Piaf** and **Nina Simone**, had already granted Ratner the required licenses for their music to be played in the Documentary. Ratner was eager to use AMAZING GRACE for a scene where the First Lady is depicted lighting a memorial candle for her late mother. The offer was **$200,000** for five minutes of AMAZING GRACE, the equivalent of **$40,000 per minute**, and additional contingent compensation for Respondent. In addition to upfront cash, additional downstream income for derivative deals would also be

[4] https://www.vanityfair.com/hollywood/story/melania-trump-brett-ratner-documentary?srsltid=AfmBOorjwlcgTkfIwu-2pDtbL7smZ0hPFTbLoZUTf79OokCnuZ-_VYfq

generated, as is common when such rights are licensed for a project.

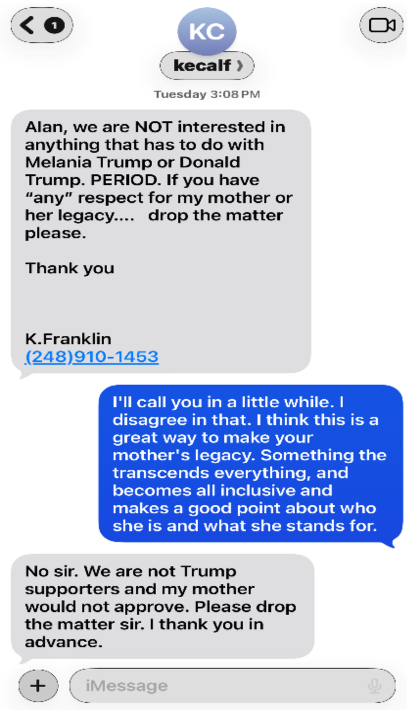
18. Claimant was ready, willing and able to deliver the rights, and complied will all applicable notice provisions of the Agreement, including notifying Respondent of the material terms of Ratner's offer as required by Category 2. A clip of the relevant scene from the Documentary was also shared with the Estate, so that a fully informed decision could be made. Respondent was also advised that the estates of many of Franklin's contemporaries, Michael Jackson, Nina Simone and Quincy Jones (among others), had cleared music for the documentary. Category 2 of the Agreement provides:

> 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 par.10 of the Agreement.

(**Exh. B**, at p. 21) (emphasis added) Even after several rounds of discussions, wherein the Estate was provided with the material terms of the license, including the proposed fee, use, duration, territory, compensation, nature of the project and even a relevant clip from the Documentary, the Estate continued to claim that it did not have sufficient information to provide consent, but **nevertheless declined to provide consent** on grounds of "**potential implied religious and/or political connotations**." The Agreement, however, does not bestow upon Respondent a right to withhold consent on grounds of political, religious or similar interpretations. (*see generally*, **Exh. B**)

19. Some days later, KECALF FRANKLIN ("**Kecalf**"), Aretha Franklin's son and heir, doubled down, albeit with less elegant tone, on Respondent-Estate's baseless refusal to

withhold consent.



20. Kecalf, who was no doubt aware of the $200,000 offer from Ratner, was explicit in his message to AGM that the commercial merits of the Ratner offer were immaterial. Behind the scenes and in concert with the ESTATE, Kecalf was able to thwart AGM's economic opportunities and interfere with the Agreement. As a direct result of Kecalf's interference with the Agreement, and his influence over the Estate's decision to unreasonably withhold consent from AGM to consummate the Ratner deal, AGM suffered economic and reputational harm.

21. The acts and omissions of both Respondents demonstrate that the vetoing of the Ratner deal was an act of bad faith, rather than one predicated on any rights contained in the Agreement. Indeed, the refusal to approve the Ratner deal was not grounded in any commercially reasonable basis, but rather in an arbitrary, capricious and wholly unreasonable basis that is unsupported by any provision of the Agreement. Denying consent based on personal taste, convenience or sensibility is not commercially reasonably. *See*, *e.g Locke v. Warner Bros*. 57 Cal.App.4th 354, 363 (1997); *Kendall v. Ernest Pestana*, 40 Cal. 3d 488, 501 (1985).

22. The Agreement is a commercial transaction between Claimant and Estate-Respondent, and is supported by **$1.1 million of consideration**. The Agreement does not countenance Respondent Kecalf's interference with Claimant's contractual rights or obligations on political or religious grounds, nor does it allow Respondents' tortious interference with AGM's prospective economic advantage. Besides, the Documentary is **not** a political or religious commentary, but rather a portrait of the First Lady during a specific two-week transition period from civilian life to the White House. The Documentary is educational and historical, not political or religious in nature.

23. The Estate's capricious and politically motivated rejection of Claimant's request is (1) a violation of its promise not to withhold approval "unreasonably," (2) a blatant interference with Claimant's prospective economic advantages, and (3) a flagrant breach of its implied covenant to act in good faith so as not injure or deprive Claimant the benefits of the Agreement for which good and valuable consideration were duly paid, among other things.

24. Respondent is also in breach of several of its representations and warranties per the Agreement. Namely, Estate-Respondent 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**." (**Exh. B**, Sec 7.7, p.7) The Estate further breached the representation and warranty contained in Section 8.2 of the Agreement, by representing that it had "sole and exclusive and absolute right to grant or vest in [Claimant], all rights, licenses and privileges granted to or vested in [Claimant]" when in fact Franklin had already been paid to alienate those rights in 1968 pursuant to the WB-Franklin Agreement.

25. By unreasonably withholding consent to the Ratner deal, the Estate is directly responsible for hundreds of thousands of dollars in damages caused to AGM, and all attorneys'

fees and costs incurred by AGM in bringing the instant action. Indeed, the Ratner deal was not consummated, and no proceeds were paid to AGM as a direct result of Respondent's capricious and unreasonable refusal. In engaging in the foregoing acts, Respondent has acted with malice, oppression and fraud.

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

5. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

6. As alleged herein, on or about March 21, 2019 Claimant and Respondent entered into the Agreement, wherein Claimant was granted comprehensive rights of exploitation in and to the Concert (including all proceeds thereof) and the musical performance of Aretha Franklin in all media known or thereafter devised.

7. Section 2 of the Agreement sets forth a broad "Grant of Rights" in favor of Claimant, with only certain limited approval rights retained by Respondent which "not be unreasonably withheld." (**Exh. B**) As alleged hereinabove, Respondent acted in bad faith in unreasonably withholding its consent to certain Category 2 rights, causing financial harm to Claimant.

8. Respondent further breached certain representations and warranties contained in the Agreement, namely those preventing it from "directly or indirectly" interfering with the performance of the Agreement, and by further representing that it had the "exclusive" power to grant the rights in Section 2 of the Agreement.

9. Claimant performed all its obligations under the Agreement or is excused from performance.

10. As a direct and proximate result of the foregoing breach of contract by Respondent, Plaintiff has been damaged in an amount to be proved at trial.

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

11. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

12. Separate and apart from their express contractual terms, the Agreement contained implied covenants of good faith and fair dealing, whereby Respondent covenanted that it would act in good faith and deal fairly with Claimant, and that the Estate would do nothing to deprive Claimant of the benefits of the Agreement. Claimant performed all its obligations under the Agreement or is excused from performance

13. Courts have consistently emphasized that the withholding of consent must be based on **objective, commercially reasonable grounds rather than arbitrary or subjective considerations**. Respondent Estate of Franklin breached the implied covenant of good faith and fair dealing by, among other things, unfairly interfering with Claimant's rights to receive the benefit of the Agreement by, *inter alia*, unreasonably withholding its consent on grounds of its subjective, non-commercially related matters.

14. As a direct and proximate result of the foregoing breaches of contract by Respondent, Claimant has been damaged in an amount to be proved at trial.

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

15. Plaintiff re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

16. The foregoing acts constitute unlawful, unfair, or fraudulent business acts or practices in violation of California Business & Professions Code § 17200, et seq.

17. Respondent will, unless preliminarily and permanently enjoined, continue to engage in acts of unlawful, unfair, or fraudulent business acts or practices against Claimant. Unless Respondent is so enjoined, Claimant will suffer immediate and irreparable harm for which Claimant lacks an adequate remedy of law. Claimant is therefore entitled to orders and judgment

of this Court, preliminarily and permanently enjoining Respondent from engaging in such unlawful, unfair, or fraudulent business acts or practices as described herein.

18. Claimant is also entitled to orders and judgment of this Court compelling Respondent to restore to Claimant any and all money and property, real or personal, acquired by means of such unlawful, unfair, or fraudulent business acts or practices. Claimant's payment of $1.1 million entitled it to exploit certain rights and permissions, which Respondent was obligation not to reasonably withhold. Instead, Respondent unjustly enriched itself to Claimant's detriment and failed to maintain its duties of reasonableness and good faith.

19. Under the circumstances described herein, Respondent will be unjustly enriched if Respondent is allowed to profit by its unlawful, unfair, or fraudulent business acts or practices. Therefore, Claimant is entitled to a constructive trust on, and a disgorgement of, all funds, assets, accounts, and business opportunities unjustly acquired by Respondent.

20. Respondent's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

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

21. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

22. At all relevant times, Claimant had an existing economic relationship with Brett Ratner and his production company, RatPac Entertainment in regards to the Documentary, containing the imminent probability of future economic benefit to Claimant.

23. Respondent, ESTATE, knew of this economic relationship and the probable future economic benefit that Claimant was reasonably certain to receive. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

24. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

25. Respondent, knowing of the economic gains and opportunities that Claimant stood to gain from the exploitation of the rights it lawfully acquired by and through its execution and performance under the Agreement, **directly, intentionally and knowingly** engaged in conduct designed to interfere with Claimant's prospective economic advantage to Claimant's detriment.

26. By engaging in the foregoing conduct, Respondent has unlawfully interfered with Claimant's rights under the Agreement.

27. Plaintiff has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

28. Respondent ESTATE's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

FIFTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE- COUNT 2)
(Against Respondent KECALF FRANKLIN and DOES 1-50)

29. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

30. At all relevant times, Claimant had an existing economic relationship with Brett Ratner and his production company, RatPac Entertainment in regards to the Documentary, containing the imminent probability of future economic benefit to Claimant.

31. Respondent, KECALF, knew of this economic relationship and the probable future economic benefit that Claimant was reasonably certain to receive. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

32. Respondent, knowing of the economic gains and opportunities that Claimant stood to gain from the exploitation of the rights it lawfully acquired by and through its execution and performance under the Agreement, **directly, intentionally and knowingly** engaged in conduct designed to interfere with Claimant's prospective economic advantage to Claimant's detriment.

33. By engaging in the foregoing conduct, Respondent KECALF has unlawfully interfered with Claimant's rights under the Agreement.

34. Plaintiff has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

35. Respondent KECALF's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

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

36. Claimant and Respondent entered into the Agreement attached hereto as **Exhibit B**.

37. The Agreement contains an express indemnity provision in which Respondent expressly agreed to indemnify, defend, and hold harmless Claimant from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or in connection with any breach of any representation, warranted or agreement made by either Party.

38. Thereafter, one or more claims, demands, or actions were made or filed against Respondent (including the filing of this action) by Claimant, which claims arise directly from the matters covered by Respondent's express indemnity obligations under the Agreement.

39. Claimant timely tendered defense and indemnity of said claims to Respondent pursuant to the express indemnity provision of the Agreement.

40. Despite such tender, Respondent failed and refused, and continues to fail and refuse, to defend and indemnify Plaintiff, in breach of Defendant's express obligations under the Agreement.

41. As a proximate result of Respondent's failure and refusal to indemnify Claimant, Claimant has been incurred significant, and continues to incur and pay, substantial sums for attorneys' fees, costs, settlements, and/or judgments in connection with said claims.

42. Claimant has performed all conditions, covenants, and obligations required of it under the Agreement, except those excused by Respondent's breach and failure to perform.

43. As a direct and proximate result of Respondent's conduct as herein alleged, Claimant has suffered damages in an amount to be proven at trial, together with prejudgment interest thereon according to proof.

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

44. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

45. At all relevant times, Claimant was a party to a valid existing contract (the **Agreement**) with the Estate, under which Claimant was entitled to receive certain rights and benefits.

46. Respondent, KECALF, knew of the existence of the Agreement and of the rights and obligations created thereby.

47. Respondent KECALF intentionally, knowingly and fraudulently engaged in acts designed to induce a breach or disruption of the Agreement, as alleged hereinabove.

48. As a direct and proximate result of Respondent KECALF's wrongful conduct, the Agreement was breached by the Estate in its unreasonable and bad faith withholding of consent as specifically prohibited by the Agreement.

49. By engaging in the foregoing conduct, Respondent KECALF has unlawfully interfered with Claimant's rights under the Agreement.

50. Claimant has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

51. Respondent KECALF's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

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PRAYER FOR RELIEF

WHEREFORE, Claimant prays for judgment against Respondents, and each of them jointly and severally, as follows.

1. For damages in an amount to be proven at trial;
2. For incidental and consequential damages according to proof;
3. For an award of exemplary and punitive damages against defendants in an amount to be proved at trial;
4. For orders and judgment of this Court preliminarily and permanently enjoining Respondent from its wrongful and unreasonable withholding of consent;
5. For orders and judgment of this Court compelling Refendants to restore to Plaintiff any and all money and property, real or personal, acquired by means of unfair business practices as described herein;
6. For a constructive trust on, and a disgorgement of, all funds, assets, property, accounts, and business opportunities unjustly acquired by Respondents;
7. For costs of suit, attorney's fees, and prejudgment interest; and
8. For such other and further relief as the Court may deem just and proper.

DATED: October 22, 2025

PESSAH LAW GROUP, PC

/s/ Maurice David Pessah
Maurice D. Pessah, Esq.
Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

EXHIBIT A

AGREEMENT made this 1st day of April, 1968, by and between ATLANTIC RECORDING CORPORATION of 1841 Broadway, New York, New York, WARNER BROS.-SEVEN ARTS, INC. of 666 Fifth Avenue, New York, New York (hereinafter jointly called "Company") and ARETHA FRANKLIN of 19346 Sorrento Street, Detroit, Michigan (hereinafter called "Artist").

1. (a) The Artist hereby grants and Company engages the Artist's exclusive personal services during the term hereof in connection with the production of phonograph records.

(b) The term of this agreement shall be a period of five (5) years commencing on the date hereof and ending on March 31, 1973.

(c) Reference is made to the agreement dated the 21st day of November, 1966 between Artist and Atlantic Recording Corporation (hereinafter called "the Old Agreement"). This agreement shall be in substitution of the Old Agreement on and after the date of this agreement. It is understood however that the royalties under the Old Agreement payable for periods after the period ending March 31, 1968, for master records recorded under and during the Old Agreement shall be accrued to Artist's account under this agreement, but in accordance with the terms and conditions of the Old Agreement; Company keeping only one account for Artist in respect of the Old Agreement and this agreement. Atlantic Recording Corporation will account to Artist for the period ending March 31, 1968. It is hereby agreed that through the date hereof, Atlantic Recording Corporation and its affiliates and Artist have fully performed all obligations to be performed by them pursuant to the Old Agreement and the Old Agreement is hereby ratified and confirmed except that all parties reserve the right to audit.

2. (a) During each one year period of the term hereof (i.e. April 1, 1968 through March 31, 1969, April 1, 1969 through March 31, 1970, April 1, 1970 through March 31, 1971, April 1, 1971 through March 31, 1972, April 1, 1972 through March 31, 1973) (hereinafter called "Contract Period(s)") Artist agrees to record and Company will accept commercially satisfactory master records of the equivalent of at least thirty-six (36) different record sides at 45 rpm, or the equivalent thereof in playing time. It is the essence of Artist's obligations to Company under this agreement that Artist shall record at least said thirty-six (36) record sides during the first nine months of each Contract Period with at least twelve (12) of such thirty-six (36) sides being recorded during each three month period of each such nine month period.

(b) At Company's option, Artist agrees to record hereunder such additional record sides as Company may request; provided, however, that not more than a total of forty-six (46) different commercially satisfactory record sides shall be recorded by Artist during each contract period hereof without Artist's consent.

(c) For the purposes of paragraph 2, the total of all recordings of the same musical composition in different arrangements, languages or versions shall only be counted as one record side.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder, and for the recording of any record sides hereunder, then and in addition to any other rights or remedies which Company may have under this agreement, the term of this agreement may, at Company's option, exercised by giving Artist written notice prior to the expiration of the term of this agreement, be extended for a period of time equal to the period of such failure or unavailability; provided, however that such period of extension shall not exceed sixty (60) days for each record side which the Artist failed to or was unavailable to perform. All such extensions of the term of this agreement shall apply consecutively at the end of the term. In the event that Company shall extend the term of this agreement as aforesaid and Artist duly renders her performances during the period of such extension, then the amount, if any, by which the guarantee provided for in Paragraph 7 was reduced by reason of Artist's initial failure to record the record sides which are recorded by Artist during such period of extension shall be restored by Company in the computations of the guarantee.

(e) The Artist agrees to re-record each selection recorded hereunder until a commercially satisfactory "master" record thereof shall have been obtained. The term "commercially satisfactory" record shall be deemed to mean records recorded in accordance with industry standards, including engineering skill, in connection with which Artist has used her best efforts. Recordings rejected by Artist shall be deemed commercially unsatisfactory.

(f) The Artist agrees to record at such times and places during the term hereof, as Company may reasonably designate, subject to Artist's prior commitments, of which Company has reasonable prior notice, it being specifically understood that Artist will not make commitments which would make her unavailable for at least a one week period during each calendar quarter or sufficient extra time required to record the required number of sides. The place of recording shall be mutually agreed upon except that Atlantic Recording Corporation's New York studio is deemed to be approved by Artist.

(g) All material to be recorded hereunder shall be subject to Artist's approval, which approval shall not be unreasonably withheld.

(h) All material to be released during the term hereof shall be subject to Artist's approval, which approval shall not be unreasonably withheld. If Artist shall disapprove any material to be released, Company may apply the number of master records embodying such disapproved material in diminution of the number of record sides which Artist has recorded pursuant to paragraphs 2(a) or (b) hereof.

(i) Company may require Artist to advise Company of Artist's approval or disapproval pursuant to paragraph 2(g) or 2(h) by giving notice sent to Artist at her address first above written by registered mail or prepaid telegram. Artist shall advise Company of such approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within five (5) days after such notice is sent by Company. In the event that Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(j) In the event that, during any Contract Period Artist records more than the minimum number of record sides required to be recorded in such Contract Period as provided for above, then such sides as may be recorded in excess of said minimum may be applied, at Company's option, in diminution of the minimum number of record sides required to be recorded during any subsequent Contract Period. The provisions of this paragraph shall have no effect on Company's release obligations pursuant to paragraph 2(1).

(k) Artist shall have the right to approve all photographs of Artist and the liner notes used by Company on albums embodying her performances in the United States, which approval shall not be unreasonably withheld. Company will send copies of same for Artist's approval to her at her address first above written. Artist shall advise Company of her approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within ten

(10) days after such material is sent to her. If Artist disapproves, she shall specify her reasons therefor. In the event Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(l) Company agrees to release in the United States during each Contract Period at least three (3) "singles" records and three (3) "albums" embodying Artist's performances hereunder, subject to the availability of completed commercially satisfactory master recordings to enable Company to perform its said obligations and subject to Artist's having given the approval provided for in paragraph 2(h).

(m) If, during any Contract Period of this agreement, Company fails, except for reasons beyond its control, to record or to release the minimum number of records provided for herein, and, if within ninety (90) days prior to the expiration of such Contract Period, Artist notifies Company by registered mail of Artist's request that Company record such of Artist's performances as will fulfill Company's minimum obligations hereunder, or release the minimum number of records as provided for herein, then Company shall, within the next ninety (90) days, fulfill said minimum obligation. No failure by Company to fulfill its minimum recording obligations other than for reasons beyond its control shall result in a reduction of guarantee pursuant to Paragraph 7.

3. The Artist agrees that during the period of this agreement she will not perform for any person, firm or corporation other than Company for the purpose of making phonograph records. The Artist agrees not to perform any selections which she has performed hereunder for any other person, firm or corporation for the purpose of making phonograph records for a period of five (5) years from the date of expiration of this agreement and any extensions thereof. If, during the term of this agreement the Artist performs any composition for the purpose of making any recording for any medium other than phonograph records, she will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used directly or indirectly for the purpose of making phonograph records. The restriction hereinbefore stated shall apply also to all compositions which have been recorded under this agreement for a period of five (5) years from the date of expiration of this agreement. The provisions of paragraph 3 of the Old Agreement shall continue in full force and effect throughout the term hereof insofar as same apply to Artist's services rendered pursuant to the Old Agreement.

4. All recordings hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property. Not in limitation of the foregoing or of any other rights granted herein, but in addition thereto, and without further payment other

than as herein provided, the Artist grants to Company (a) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use throughout the world, at any price or without price, or to refrain therefrom throughout the world or in any part thereof, records embodying the performances to be recorded hereunder, upon such terms and conditions as Company may approve; (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness and all biographical material concerning the Artist; to write and publish and to permit others to write and publish articles concerning the Artist for advertising or trade purposes in connection with the sale and exploitation of Company's products, without restriction, and to use as descriptive of the Artist the phrase "exclusive artist", said words "exclusive artist" to be prefaced by any label, name or names designated by Company, or any other similar appropriate phrase, it being agreed that Company may release or sell records and masters of selections made hereunder under its name and/or any other name which from time to time may be selected by it; provided, however, that during the term hereof all masters will initially be released in the United States on one of Company's top selling labels such as the Atlantic label, and not on a "budget label"; (c) the sole and exclusive rights in, title to, and ownership of all recordings made hereunder, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter known, obtained from recordings made hereunder and the performances embodied therein; (d) the sole and exclusive right, if Company so desires, to publicly perform the records, or to permit the public performances thereof, by means of radio broadcast or otherwise; (e) the right to incorporate, in records to be made hereunder, instrumentations, orchestrations and arrangements owned by the Artist at the time of recording them.

5. Company will accrue to the Artist's Account the following sums:

(a) a royalty equal to a percentage (hereinafter called "The Basic Percentage") of the suggested retail list price in the country of manufacture or sale, at Company's option, less taxes (paid by Company and based on the unit price of the record and which are not separately stated to the consumer), duties, excise and tariffs, on ninety (90%) percent of all records manufactured and sold during the term hereof, and not subject to return, embodying performances hereunder on both sides thereof; and one half the amount of such royalty on all records sold embodying performances hereunder on only one side thereof; and also, the amount of such royalty shall be proportionately reduced by the number of artists on recordings made with another featured artist or artists. Royalties on records sold in albums or in packets, covers or boxes, or in any manner other than stock factory sleeves shall be determined by the suggested retail list price of replacement of the recorded unit, Company's deduction in respect of packaging thereby being a deduction in the computation of the retail list price. The Artist agrees that Company may, if it so desires, issue long-play or other recordings which will contain performances by the Artist, together with those of other artists. The royalty payable to the Artist on any record shall be based on that fraction of the suggested retail list price as the number of recordings by the Artist contained in such record bears to the total number of recordings contained therein. Company agrees that it will not couple performances by Artist with performances by other artists on "single" records in the United States. Company agrees that on long play records released in the United States which contain performances by Artist with performances by other artists, not more than one third (1/3) of the total number of sides on each such record shall be by Artist.

(b) Royalties for records sold outside of the United States are to be computed at a rate of one half (1/2) of the above stated royalty and computed in the national currency of the country where sold, and are to be accrued only after such royalties are received by Company, in the United States and in the dollar equivalent at the rate of exchange at the time Company received payment. In the event that Company does not for any reason receive such royalties in the United States in United States dollars, Company shall deposit such royalties in a bank account in Artist's name in the country where such funds are located and shall give Artist notice thereof, provided that Company shall have no obligation in this regard until such time as accruals of royalties hereunder shall equal the total guarantee.

(c) Royalties for records sold pursuant to mail order or "club" plans as distinguished from sale through retail stores shall be computed at one half the applicable royalty stated in paragraph 5(a) or 5(b) above or at one half of Company's receipts in respect thereof, whichever is less.

(d) No royalties shall be accrued on records given away or sold at less than Company's cost therefor for promotional purposes or to induce sales of records subject hereto on "bonus" or "free" records distributed by clubs, or on records distributed without charge to affect a discount from Company's normal wholesale price. In the event that Company sells records at less than fifty (50%) percent of Company's normal wholesale price to affect a discount from Company's normal wholesale price, royalties on such records shall be computed pro rata in the proportion that the price actually charged bears to the normal wholesale price. For the purposes of this paragraph, a record sold at "less than Company's cost" is a record which is sold at or below the total actual cost of pressing, label, copyright royalties (when such royalties are paid) jackets and contributions to the Music Performance Trust Fund, Phonograph Manufacturer's Special Payments Fund and similar funds.

(e) With respect to all records sold as premiums to Company's clients therefor, all royalties shall be based on the actual sales price charged to Company's clients for such phonograph records, and such actual sales price shall be deemed the list price for such phonograph records in computing royalties hereunder.

(f) All royalties otherwise payable in the normal course of business after the date hereof (after payment of royalties for the first quarter of 1968) in respect of master recordings recorded by Artist pursuant to the Old Agreement which royalties shall be computed in accordance with the Old Agreement and shall be accrued to Artist's account hereunder.

(g) The Basic Percentage referred to in Paragraph 5(a) shall be as follows with respect to master recordings actually recorded or master recordings required to be recorded in accordance with paragraphs 2(a) and 2(b) during the following periods:

<u>Period</u>	Basic <u>Percentage</u>
Between April 1, 1968 through March 31, 1969	7%
Between April 1, 1969 through March 31, 1970	8%
Between April 1, 1970 through March 31, 1971	9%
On and after April 1, 1971	10%

6. (a) Company will, within sixty (60) days after the expiration of each calendar quarter, render a statement of accrued royalties under this agreement earned during such preceding calendar quarter less all deductions and charges applicable thereto. Each such statement shall become binding upon the Artist two (2) years after it is rendered, unless specific objection thereto has been made during such period of time. Payments to Artist shall be

made in accordance with Paragraph 7.

(b) Company agrees that it will advance recording costs at its risk and one half of all payments of recording costs with respect to the recordings made hereunder shall be charged against Artist's account hereunder and deducted therefrom.

7. (a) Provided that Artist shall not be in default in the performance of any of the terms, covenants and conditions of this agreement on her part to be kept or performed, Company guarantees that the royalties accruing to Artist's account in accordance with paragraph 5 hereof (hereinafter referred to as the "Guarantee") will (subject to the provisions of subparagraphs (d) and (e) hereof) amount to no less than Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of contract periods of this agreement during which Artist shall have duly rendered her performances in accordance with this agreement.

(b) All sums accruing to Artist's account under the terms of this agreement shall be paid to Artist in annual installments of not more than One Hundred Thousand Dollars ($100,000.00) each, the first of which shall be paid between January 10 and January 15, 1969, and the remaining installments shall be paid to Artist between the 10th and 15th days of January in each successive year thereafter until payment shall have been made to Artist of all sums accruing to her under any provisions of this agreement.

Company shall not be in default with respect to any such payment unless Artist has given Company written notice thereof by registered mail and Company has failed to cure such default within ten (10) business days after receipt of such notice.

(c) The Company shall have the right, but not the obligation, to secure, for its own benefit, term insurance on the life of Artist, if such insurance is available, in an amount not exceeding the difference between One Million Dollars ($1,000,000.00) and the total amount of all sums which shall have accrued to Artist pursuant to the terms of this agreement, less all charges and deductions. Such insurance shall, if possible, be secured in multiples of One Hundred Thousand Dollars ($100,000.00) each and shall be computed for each contract period concurrently with the rendition of the last statement for each such contract period. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or, if obtained, the same is not continued in full force and effect at any time. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. In the event that Company is able to secure such insurance and in the event of Artist's death prior to the expiration of this agreement, and while such insurance is in effect, Company agrees to pay to Artist's estate after Company has collected the proceeds of the aforesaid insurance, if any, the difference between the total of all payments theretofor made to Artist and one million dollars, but not more than the proceeds of the aforesaid insurance (less the cost of said insurance) together with any net accruals of royalties in excess of the total of all payments theretofor made to Artist pursuant to this agreement. Such payment, if made, shall be in lieu of and in full satisfaction of all other obligations to Artist under this agreement other than the payment of any net royalties thereafter accruing. The cost of said insurance may be charged by Company against accruals made pursuant to paragraph 5 hereof, but not in diminution of the Guarantee.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraphs 2(a) or 2(b) (other than by reason of her death, if Company has secured the insurance referred to in paragraph 7(c) and Company receives the full proceeds of such insurance) then and in that event the Guarantee provided for in paragraph 7(a) shall be modified as follows:

(i) If during a Contract Period, Artist has failed to or is unavailable for the recording of the minimum number of record sides as is provided for in paragraph 2(a), then and for each such Contract Period in which such failure or unavailability occurs the Guarantee shall be without prejudice and in addition to any other right and remedy which may be available to Company, reduced by that percentage of two hundred thousand ($200,000.00) dollars as the number of commercially satisfactory master recordings, in multiples of twelve (12), so unrecorded by Artist bears to the number thirty-six (36).

(ii) If during a Contract Period, Artist has recorded the minimum number of record sides as is provided for in paragraph 2(a) and Company has requested additional record sides in accordance with paragraph 2(b) and Artist has failed to or is unavailable for the recording of such additional record sides, then and for each such Contract Period in which such failure or unavailability occurs, the Guarantee shall, without prejudice and in addition to any other right and remedy which may be available to Company, be reduced by that percentage of Two Hundred Thousand Dollars ($200,000.00) as the total number of commercially satisfactory master recordings so unrecorded by Artist bears to the number forty-six (46).

(e) Should the Artist die during the term of this agreement, and if Company has not secured the insurance referred to in paragraph 7(c), or if any such insurance is obtained but Company has not received the full proceeds of such insurance, then the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus the proceeds, if any, actually received by Company from insurance in accordance with paragraph 7(c) but not more than a total of One Million Dollars ($1,000,000.00) in Guarantees.

(f) Should the Artist for any reason not within her control, other than death, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraph 2(a) or 2(b) for a period of nine (9) consecutive months during the term of this agreement, then in addition to any other right and remedy which may be available to Company the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus:

(i) Two Hundred Thousand Dollars ($200,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during either of the first two Contract Periods, or

(ii) One Hundred and Fifty Thousand Dollars ($150,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Third Contract Period, or

(iii) One Hundred Thousand Dollars ($100,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Fourth Contract Period;

Provided, however, that in the event that the sums provided for in (i), (ii) or (iii) above are used, and if during the applicable Contract Period actual accruals of royalties hereunder for such period are greater than the applicable sum, the amount of such actual accrual, but not more than Two Hundred Thousand Dollars ($200,000.00) shall be utilized for such Contract Period and any succeeding Contract Periods.

Company may, however, in lieu of recomputing the Guarantee as aforesaid, elect to terminate this agreement by giving Artist written notice thereof, and in the event of such termination the Guarantee shall be computed in the same manner as provided for in paragraph 7(e).

8. Company and Artist agree that the Artist's services for the purpose of recording phonograph records hereunder are of a special, unique and extraordinary character. The Artist agrees that in the event of the Artist's breach of any term, condition or covenant of this agreement, Company shall be entitled to injunctive relief in addition to any other rights or remedies available to it.

9. This agreement is subject to all rules and regulations of any union having jurisdiction. No failure of Company to perform because of such rules and regulations shall be deemed to be a breach of this agreement. If, due to any labor controversy or adjustment thereof or to any cause not entirely within Company's control or which Company could not by reasonable diligence have avoided, Company is materially hampered in the recording, manufacture or distribution of records, then for the duration of such contingency Company may suspend the term hereof by written notice to Artist to such effect.

10. It is agreed that all persons who will act as Producers of record sessions to be conducted by Company with Artist pursuant to this agreement shall be subject to Artist's prior approval, which approval shall not be unreasonably withheld. Artist hereby irrevocably approves Gerald Wexler, and if he is not available for any reason, Thomas Dowd, as persons who may act as such Producers.

11. For the purposes of this agreement, the following definitions shall apply:

Recording costs - all costs incurred in or incident to the recording of the Artist's performance including, but limited to, costs of musicians, singers and actors, costs of arrangements, copying charges, cartage of musical instruments and studio costs and expenses; provided, however, that if studios owned by Company are used for recordings hereunder, no charge shall be made therefor by Company.

Record - any device now or hereafter known used for the reproduction of sound by electrical, mechanical, magnetic or other means.

Master record - any device used as the mould or permanent manufacturing agent from which records can be manufactured.

Records sold and not subject to return - all records for which Company invoices any party, and for which it receives payment, and which are not subject to later return at any time or for any reason, but excluding any records sold after deletion from Company's catalogue in order to dispose of existing inventory (referred to in the industry as "cutouts"). Company shall have the right to set up and maintain reasonable self-liquidating reserves to provide for returns.

Company - Company, its successors, assigns, lessees and licensees. Company shall have the right to assign this agreement in whole or in part but only to any parent, subsidiary or affiliated corporation in connection with the sale or assignment of all or a substantial part of Company's assets.

12. (a) In the event that Artist writes or Artist or any firm or corporation (including, without limitation, 14th Hour Music, Inc.) owned or controlled by Artist, or affiliated with Artist, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any musical composition which isrecorded by Artist for Company pursuant to this agreement during the term hereof, then and in that event Artist agrees to issue a license or to cause a license to be issued to Company to mechanically reproduce each such musical composition which shall provide inter alia for quarter annual accountings and payments on the same dates as accountings are due hereunder and for payment at the rate of 1½¢ per composition per record manufactured and sold and not subject to return.

(b) In the event that Company or any firm or corporation owned or controlled by Company or affiliated with Company, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any theretofor unrecorded and unreleased musical composition which is recorded by Artist for Company pursuant to this agreement, then and in that event Company agrees to assign or cause to be assigned to a music publisher designated by Artist an undivided one-half (1/2) of such interest in and to each such musical composition and all rights therein throughout the world. Company or its designess shall administer each such composition throughout the world on behalf of all parties. With respect to those compositions administered by Company or its designee, in accordance with this paragraph 12(b), Company agrees to compute mechanical royalties on records sold by it at the rate of two (2¢) cents per composition per record manufactured and sold and not subject to return. In administering such musical compositions in the United States and Canada, Company shall make no charge in respect of general overhead not directly attributable to such musical compositions.

(c) With respect to recordings of any musical compositions subject to paragraphs 12(a) and (b) which are embodied in records distributed by Company, it is agreed that mechanical royalties will not be paid by Company on records described in paragraph 5(d) except that with respect to those records sold by Company at less than fifty (50%) percent of Company's normal wholesale price to affect a price discount, mechanical royalties shall be payable by Company pro rata in the proportion that the price actually charged bears to the normal wholesale price.

(d) The parties agree to execute and cause to be executed all documents necessary to effectuate the intent hereof.

(e) The provisions of paragraph 13 of the Old Agreement shall continue to apply to all musical compositions described therein which were recorded by the Artist for Company prior to the date of this agreement.

13. Artist agrees that Company shall each have the right from time to time during the term hereof, and for the term hereof only, to purchase at their own expense and for their own benefit such term insurance in an amount not exceeding One Million Dollars ($1,000,000.00) relating to Artist as they may in their sole discretion determine in addition to the insurance provided for in paragraph 7(c); provided, however, that in connection with such additional insurance they shall purchase an equivalent amount of like insurance at their expense for Artist's benefit. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or if obtained, the same is not continued in full force and effect at any time. Anything to the contrary contained in this paragraph notwithstanding, Artist may at any time require Company by giving Company notice in writing, to cancel or reduce any or all insurance, if any, purchased by Company hereunder, provided, however, that such cancellation or reduction

shall apply equally to all insurance purchased by Company in accordance with this paragraph. Artist may at any time require Company to cancel all insurance, if any, purchased in accordance with Paragraph 7(c) by giving Company notice in writing.

14. All notices which any party hereto may desire to give to another party hereto shall be in writing and shall be sent as follows:

If to Artist: To Artist at her address first above written with a copy to Andrew Feinman, Esq., 424 Madison Avenue, New York, New York.

If to Company: To Atlantic Recording Corporation and Warner Bros.-Seven Arts, Inc.

If to Atlantic Recording Corporation: To 1841 Broadway, New York, New York, attention: Mr. Gerald Wexler.

If to Warner Bros.-Seven Arts, Inc.: to 200 Park Avenue, New York, New York, attention: Legal Dept.

15. Artist agrees to indemnify Company and hold Company harmless from and against all liability, loss, damage, cost or expense, including legal fees, paid or incurred by Company by reason of any breach or failure of Artist's representations or warranties hereunder. Pending the determination of any claim involving such breach or failure, Company may withhold payments hereunder in a reasonable amount to provide for such claim. No settlement of any claim to which this indemnity applies shall be made by Company or by Artist without the other's prior written

consent. Artist shall be entitled to be represented in the defense of any claim to which this indemnity applies by counsel of her own choice and at her own expense.

16. This agreement may not be modified, except in writing signed by all parties hereto. This agreement shall be subject to the laws of the State of New York, applicable to agreements made and to be wholly performed therein. Illegality or unenforceability of any portions hereof shall not affect the legality or enforceability of the balance of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove first written.

ATLANTIC RECORDING CORPORATION

By ______________________

WARNER BROS.-SEVEN ARTS, INC.

By ______________________

____
ARETHA FRANKLIN

AMENDMENT TO AGREEMENT DATED AS OF MARCH 21, 2019 BETWEEN AMAZING GRACE MOVIE, LLC. et al and the Estate of Aretha Franklin (the "Contract").

By their signatures below, the Parties to the Contract agree to the following amendments (unless otherwise defined in this Amendment all capitalized terms used herein are defined as in the Contract):

Paragraph 4.1(a) is deleted and replaced with the following:

(a) Starring Credit: After the title but on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and

The first sentence of paragraph 4.2(a) is deleted and replaced with the following:

(a) Producer Credit: On a separate card appearing in the same section of the credits as other "Produced By" or "Producer" credits are given and in no less size or prominence than the "Produced By" or "Producer" credit given to any others, in the form: "Producer Sabrina Owens".

4.3A The Estate has reviewed the credits in the Film as they appear in the graphic link identified as https://photos.app.goo.gl/6PiF6PLK4HKP1Q6i8 and provided to the Estate by AE on April 3, 2019 and accepts them as conforming to the above with respect to the on-screen credits to Aretha Franklin and Sabrina Owens.

Paragraph 2(e) is deleted and replaced with the following:

The Estate will cause music publisher Springtime Music ("Springtime") to issue a gratis synchronization license (the "AG Synch License") to AE for Aretha Franklin's arrangements of the six (6) musical compositions entitled AMAZING GRACE; PRECIOUS MEMORIES; CLIMBING HIGHER MOUNTAINS; WHAT A FRIEND WE HAVE IN JESUS; GOD WILL TAKE CARE OF YOU; and NEVER GROW OLD (collectively, the "AF Arrangements") in the Film and in any and all trailers for the Film and other customary promotion and 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 Arrangements.

Except as expressly modified by this Amendment, the Contract remains in full force and effect and is hereby ratified and confirmed by the Parties.

This Amendment may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimiles or pdf copies of signed counterparts shall be deemed originals for any purpose.

____

Alan Elliott, individually and on behalf of Amazing Grace Movie, LLC and (to the extent of its respective interests) Al's Records & Tapes

____

Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

Dated: as of April 8, 2019

Except as expressly modified by this Amendment, the Contract remains in full force and effect and is hereby ratified and confirmed by the Parties.

This Amendment may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimiles or pdf copies of signed counterparts shall be deemed originals for any purpose.

____

Alan Elliott, individually and on behalf of Amazing Grace Movie, LLC and (to the extent of its respective interests) Al's Records & Tapes

Sabrina Owens

____

Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

Dated: as of April 8, 2019

EXHIBIT B

AGREEMENT

THIS AGREEMENT is made as of March 21, 2019 (the "Effective Date") by and between Alan Elliott ("Elliott"), Al's Records & Tapes ("Al's"), and Amazing Grace Movie, LLC ("AGLLC") (all collectively and jointly and severally bound hereunder as "AE," except as otherwise provided in par.10A below), 1633 N. Stanley Avenue, Los Angeles, CA 90046 and the Estate of Aretha Franklin (the "Estate") c/o David J. Bennett, Thav Gross PC, 30150 Telegraph Road, Suite 444, Bingham Farms, Michigan 48025, each of whom may be referred to as a "Party" and/or collectively as "Parties".

WHEREAS, in January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") filmed with sound the featured musical performances of Franklin in two concerts (the "Concerts") of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles;

WHEREAS, although the Concerts were filmed and recorded (the audio and visual recordings thereof, collectively, the "Concert Footage") and the record album of the concerts was released in 1972 by Warner's affiliate, Atlantic Recording Corporation, under the title "Amazing Grace" and went on to be a very successful album, creation of any movie or broadcast of the Concerts was not completed because of technical problems;

WHEREAS, in 2007 Elliott and Al's entered into an agreement with Warner, which agreement was subsequently amended (said agreement, as amended, the "Quitclaim Agreement"), 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 in return for certain consideration, including deferred compensation of US$35,000 and a net proceeds participation to Warner to be negotiated in good faith between AE and Warner ("Warner Participation");

WHEREAS, Elliott created the documentary film entitled "Amazing Grace" from the Concert Footage he acquired from Warner. Elliott completed post-production of the documentary at his expense and attempted to exhibit "Amazing Grace" at the Telluride Film Festival in 2015, believing with the permission from Warner that the assignment from Warner established AE's right to do so and that no further permission from Franklin was needed;

WHEREAS, Aretha Franklin ("Franklin"), who was still living at the time, disputed Elliott's and Al's rights to exhibit the documentary film and otherwise exploit it and the unused footage and sound without Franklin's additional written consent (the "Dispute") and obtained a temporary injunction against the exhibition of the documentary at the Telluride Film Festival in 2015;

WHEREAS, Aretha Franklin passed away on August 16, 2018 and any existing rights of hers to the subject performances passed to her Estate, whose Personal Representative is Sabrina Owens, and;

WHEREAS, 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;

WHEREAS, AE desires to release, distribute, present, and fully exploit the Film and the Concert Footage with the participation of the Estate in accordance with and subject to the terms and conditions set forth in this Agreement;

WHEREAS, each Party comprising AE represents and warrants that all right, title and interest it owns, controls or is the beneficial owner of directly or indirectly through any entity or other third party has been irrevocably transferred to AGLLC; and

WHEREAS, the Estate desires to join in the exploitation of the Film and the related Concert Footage under the terms and conditions expressly set forth herein;

NOW THEREFORE, in consideration of the covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, they hereby agree to the following:

1. CONDITIONS / CLOSING: As express conditions precedent to the payment of the Estate Guarantee as defined below, it is required that the following occur, it being the Parties' intention to have the initial US$250,000 payment of the Estate Guarantee as set forth in par. 3.1(a)i below, dismissal of litigation and mutual releases made, executed and delivered not later than March 25, 2019:

END OF LITIGATION AND MUTUAL RELEASE: Following receipt of payment by the Estate as set forth below in par. 3(a)i, the Parties agree that litigation between them in the United States District Court for the District of Colorado, styled as: Aretha Franklin, Plaintiff v. Alan Elliott, D/B/A Al's Records & Tapes, Defendant, as Civil Action No. 15-cv-01921-JLK, which has been closed administratively subject to reopening, shall remain closed and not be reopened by either Party hereto, it being the intent of the Parties hereto to end that litigation definitively by executing the mutual release of all claims attached hereto as Appendix 1. Except for the obligations expressly set forth herein, such mutual release is intended to fully resolve all past disputes and disagreements between the Parties relating in any way to the Dispute, including but not limited to any and all court filings, or court orders.

2. GRANT OF RIGHTS:

(a) Subject to payment in full of the Estate Guarantee (as defined below) the 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 comprised 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 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, and further provided AE agrees not to permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE, its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking (and not when she is singing), throughout the world (the "Territory"). The exclusive rights granted to AE in and to the Appearance as set forth herein shall be collectively referred to as the "Appearance Rights" which, without limiting the foregoing, the Estate hereby quitclaims to AE, including, without limitation, any and all distribution rights of each and every kind, nature and character whatsoever in and to the Appearance as incorporated in the Film including, without limitation, all theatrical rights, non-theatrical rights, home entertainment rights, television and cable rights, exclusively, in the Territory (the world), including, without limitation, the exclusive right to reproduce, distribute, display, exhibit, promote, market, advertise, broadcast, sell, rent, give- away, sub-distribute and otherwise exploit the Film in all media whether now known or hereafter devised, in any and all languages, provided AE shall not permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE and its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking, through any and all means, methods, and manners of exhibition, distribution and exploitation, whether now known or existing or hereafter devised or invented including, but not limited to, distribution through the internet, collectively, the "Distribution Rights". The Appearance Rights and the Distribution Rights are individually and collectively referred to herein as the "Rights".

(b) 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").

(c) "Subsequent Production Rights" means the right to develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake, sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised).

(d) "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, 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.

(e) 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 and 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.

(f) The duration of all rights set forth above in this par. 2 shall be perpetual except as provided below.

3. COMPENSATION:

3.1 ESTATE GUARANTEE:

(a) The Estate shall receive a guaranteed payment of US$1,100,000 (the "Estate Guarantee") which for avoidance of doubt will not be an advance against the Estate's Contingent Compensation nor any participation to the Estate pursuant to Exhibit R hereto (but will be included as a recoupable cost in calculating AE Net Proceeds as defined below) and shall be paid to the Estate as follows:

i. AE will cause payment to the Estate in the amount of US$250,000 to be made by wire transfer to the ICM client trust account set forth in par. 3.1(a)ii below within two (2) business days of delivery to AE (which delivery may be by means of electronic transmission and / or electronic signature) of a copy of this Agreement signed by the Estate (but in any event not later than 3 PM Los Angeles time on March 22, 2019). The foregoing US$250,000 payment to the Estate is nonrefundable and the Estate will have the unconditional right to retain it even if there is never a distribution deal for the Film with Neon or any other third party. The US$250,000, however, shall have reduced the guaranteed payment of US$1,100,000 to US$850,000 under all circumstances.

ii. AE will cause 100% of all first proceeds from exploitation of the Film including 100% of all AR Income (as defined in Exhibit R hereto) and all amounts payable by Neon and/or any and all other distributors of the Film otherwise payable to AE or any affiliate, assignee or designee of AE with respect to the Film (after the first US$250,000, which is to be paid to Robert Johnson to reimburse him for the amount paid by him to fulfill AE's obligation in par. 3.1 (a)i) to be paid directly to the Estate dollar-for-dollar up to the additional amount of US$850,000 from any such proceeds. All such payments by the Estate shall be by wire transfer to the ICM Partners client trust account as follows:

City National Bank
Beverly Hills, CA 90210
ABA #122016066
Swift #CINAUS6L
Account #112363173
Account Name: ICM LLC Client Account
Re: Aretha Franklin Estate / AMAZING GRACE

(b) It is understood by the parties that the minimum payment to the Estate is to be derived from the proceeds of any sale, distribution or other agreements for exploitation of the Film between AE and any third party, and not from the assets of AGLLC or Elliott, and that any such agreement (whether "distribution", lease, sale or other) is subject to the requirement that first dollars derived therefrom will be paid to the Estate until the total Estate Guarantee of US$1,100,000 has been paid to the Estate. Accordingly, it is the understanding of the parties that, after Johnson is reimbursed, the first dollars derived from the exploitation of the Film and/or concert footage shall be devoted to payment of the US$1,100,000 to which the Estate will be entitled under this Agreement.

(c) No additional compensation of any type shall be due the Estate with respect to the grant of rights specified in par. 2 above except as expressly specified in this Agreement (including the Estate's Contingent Compensation and Estate's share of AR Income under Exhibit R hereto).

3.2 CONTINGENT FUTURE PARTICIPATION: In addition to the amount of fixed compensation the Estate shall receive under the terms of par. 2.1 above, AE shall cause payment to the Estate by direct accounting from a CAMA (pursuant to which the Estate will be a direct beneficiary) of an amount equal to Ten Percent (10%) of One Hundred Percent (100%) of all net proceeds to AE ("AE Net Proceeds") from all forms of exploitation of the Film throughout the Territory (excluding AR Income [as defined in Exhibit R hereto], the "Estate's Contingent Compensation"). For the avoidance of doubt all net income derived by AE from exploitation of the Film anywhere in the Territory (other than AR Income) that predates and/or is not accounted through the CAMA will be included in the calculation of AE Net Proceeds and the Estate's Contingent Compensation. The definition, accounting and audit terms for AE Net Proceeds and the Estate's Contingent Compensation will be negotiated in good faith between the Parties within customary US industry parameters taking into account the terms of the Warner Participation and the terms of the distribution agreements for the Film including but not limited to the distribution agreement between AE and Neon. Other than AE and Warner, no other person or entity shall be accorded more favorable contingent future participation than the Estate.

4. <u>CREDIT / ESTATE PERQUISITES</u>:

4.1 Aretha Franklin shall be accorded on-screen credits in the Film in substantially the following forms:

(a) <u>Starring Credit</u>: Above the title, but after the "presentation" credits, on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and

(b) <u>Producer Credit</u>: In the same section of the credits as other "Produced By" or "Producer" credits are given and in no less size or prominence than the "Produced By" or "Producer" credit given to Elliott: "Produced by Aretha Franklin" (the "Producer Credit").

Such credits shall also be given to Franklin in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.2 Sabrina Owens shall be accorded on-screen credits in the Film in substantially the following forms:

(a) <u>Producer Credit:</u> In the same section of the credits as other "Executive Produced By" or "Executive Producer" credits are given and in no less size or prominence than the "Executive Produced By" or "Executive Producer" credit given to any others:

Such credits shall also be given to Sabrina Owens in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.3 Other than the Approved AF Material (as defined below) all images of Aretha Franklin and all quotes attributed to Aretha Franklin, the Estate, and/or any family member of Aretha Franklin used in and/or in connection with the exploitation of the Film and/or Concert Footage will be subject to the prior written approval of the Estate, such approval not to be unreasonably withheld or delayed, but the Approved AF Material and the key art and other images set forth in Exhibit A hereto are deemed pre-approved by the Estate. “Approved AF Material” means (i) all images of Aretha Franklin taken from the Film (but not from any Concert Footage not incorporated in the Film); and (ii) all quotes attributed to Aretha Franklin and / or the Estate and / or any family member of Aretha Franklin previously either (x) made by them publicly (e.g. in interviews or through statements made on social media by the person(s) to whom the applicable quote is attributed) or (y) previously approved by the Estate in writing.

4.4 (a) AE will make best efforts to cause Sabrina Owens and all children of Aretha Franklin (plus one guest each if they so elect) to receive written invitations, business class travel, 1st class hotel, ground transportation and reasonable and customary expenses to attend each premiere, festival screening and award event with respect to the Film, all on a no less favorable basis than any other person attending the same event.

(b) In addition, AE will cause invitations, travel, lodging and expenses to be provided to Sabrina Owens and all of Aretha Franklin’s children (plus one guest each) to the Detroit premiere of the Film, and invitations, travel, lodging and expenses for up to four (4) persons (to be allocated among Sabrina Owens and Aretha Franklin’s children as they may elect amongst themselves) for the 2019 NAACP Image Awards, at AE’s distributor, NEON’s, expense.

5. CONFIDENTIALITY AND NONDISCLOSURE OF SETTLEMENT AGREEMENT: If a Party is asked to comment on the resolution of the Denver litigation and its related Dispute, such Party agrees to respond with a statement substantially similar to: “The parties have amicably resolved the matter.” Except as necessary to carry out the terms of this Agreement, or with the other Party’s written consent, the terms of this Agreement shall not be disclosed except to family members, beneficiaries, lawyers, accountants, banks, insurers, financing sources or otherwise as may be reasonably necessary in the conduct of a Party’s or beneficiary’s business affairs.

6. INTENTIONALLY DELETED.

7. MUTUAL REPRESENTATIONS, WARRANTIES, AND COVENANTS: Each Party to this Agreement acknowledges, represents, warrants, and covenants as to itself and no other party:

7.1 That the Party has carefully read and reviewed this Agreement, knows and understands the Agreement fully and, further, has reviewed the terms of this Agreement with one or more attorneys of the Party’s choice prior to executing this Agreement;

7.2 That the Party understands the meaning, validity, effectiveness and consequences of this Agreement, and of each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof;

7.3 That the Party waives any right to argue or otherwise assert that such Party did not, prior to their execution, fully understand this Agreement, each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof, or the meaning, effectiveness and consequences thereof;

7.4 Except for the payment of the monies referenced in Sections 2 and 3 the Parties specifically do not rely upon any statement, representation, legal opinion, accounting opinion or promise of any other Party to this Agreement or of any person representing any such other Party in executing the Agreement, except as expressly stated in this Agreement;

7.5 That the Party has not granted the rights hereunder to any other third party, nor has made any agreement with a third party to do so in the future;

7.6 That the Party is signing this Agreement freely and voluntarily and without any unlawful or improper coercion;
7.7 That the Party will 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;

7.8 That the execution, delivery and performance by such Party will not conflict with or violate any of such Party's organizational documents, or court orders, and do not and will not conflict with, violate, result in a breach of, cause a default under, or be unenforceable, void or voidable, in whole or in part, under (i) any applicable law, (ii) any provision of any order, arbitration award, judgment or decree or (iii) any contract or other agreement as to which such Party is a party or is otherwise bound.

7.9 The Estate and AE (each of them, in such capacity, the "Indemnifying Party") each hereby agree to defend, indemnify and hold harmless the other party (each of them, in such capacity, the "Indemnified Party"), and its and their affiliates, successors, licensees, and assigns against any liabilities, losses, claims, demands, costs and expenses (collectively, "Claims") arising out of any breach of any representation, warranty or agreement made by the Indemnifying Party herein, which Claim has been reduced to a final, non-appealable judgment or settled with the written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

8. <u>REPRESENTATION AND WARRANTY OF AUTHORITY</u>.

8.1 Each person who signs below represents and warrants that s/he has the necessary authority to bind the entity for which he is signing; and that s/he has read this Agreement in its entirety, and had the opportunity to consult with their own counsel before signing. Each entity to this Agreement represents and warrants that the person executing this Agreement on its behalf has the authority to execute this Agreement on such Party's behalf.

8.2 The Estate is the sole, exclusive and absolute owner of the rights granted herein, and has the sole, exclusive and absolute right to grant or vest in AE, all rights, licenses and privileges granted to or vested in

AE under this Agreement. The Estate, and its lawful representatives, further warrant and covenant that through valid court orders it possesses the authority and right to enter into and fully comply with this Agreement.

8.3 AE represents, warrants and agrees that it (i) has the unfettered right to enter into and perform this entire Agreement; (ii) is not subject to any conflicting obligation or disability which will or might interfere with its execution and performance of this Agreement; (iii) has obtained or prior to the release of the Film will obtain all of the necessary rights clearances from all persons appearing in or rendering services on behalf of the Film including without limitation, if necessary, the Estate of the Rev. James Cleveland, the church choirs appearing in the Film; and (iv) that it shall pay any guild residual payments that might be required. Likewise, the Estate represents, warrants and agrees that it has the unfettered right to enter into and perform this Agreement, to grant all rights under this Agreement and is not subject to any conflicting obligation or disability which will or might interfere with tis execution and performance.

9. **<u>GOVERNING LAW:</u>** The Parties stipulate and agree that this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California and shall be construed and interpreted in accordance with, and shall be governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state's laws shall apply in light of the agreed upon application of California substantive law) of the State of California. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

10. **<u>DISPUTE RESOLUTION/NO EQUITABLE RELIEF:</u>**
Any and all disputes arising under or related to this Agreement shall be resolved by final and binding arbitration under the auspices of JAMS. Any such arbitration shall be held within thirty (30) miles of Ann Arbor, Michigan and arbitrated by a lawyer with a minimum of fifteen (15) years of experience in the entertainment industry. With respect to disputes regarding the reasonableness of a refusal by the Estate to approve an ancillary rights project falling under Category II of the ancillary rights provisions, the dispute shall be subject to expedited arbitration under the rules of JAMS regarding expedited arbitrations. In either type of arbitration, the Parties will request the appointment of an arbitrator with a minimum of fifteen (15) years of experience in the entertainment industry and with at least five (5) years of experience as a professional arbitrator. Except by agreement of the Parties, the arbitrator must conduct the arbitration, if in person, in Detroit, Michigan. Costs and reasonable attorneys' fees shall be awarded by the arbitrator to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10A. AE PARTIES BOUND. Notwithstanding any other provision of this Agreement to the contrary, from and after the date on which the Estate has received the full Estate Guarantee in accordance with par. 3.1(a) above (the "Trigger Date"), neither Elliott individually nor Al's will have any further liability to the Estate under this Agreement and from and after the Trigger Date AGLLC will be liable for the performance of all obligations of the AE Parties under this Agreement, *<u>except that:</u>*

(a) Elliott is and will at all times remain jointly and severally liable with AGLLC for the performance of all AE obligations with respect to Ancillary Rights and AR Income, in accordance with Exhibit R hereto; and

(b) Elliott is and will at all times remain subject to and bound by the terms of par. 10 above as to the resolution of any dispute relating to this Agreement.

11. **NO WAIVER:** No provision hereof may be waived unless in writing and signed by the Party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

12. **COUNTERPARTS:** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimile or pdf copies of signed counterparts shall be deemed originals for any purpose.

13. **HEADINGS AND RECITALS:** The headings in this Agreement are inserted for convenience and reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof, and shall not affect in any way the meaning or interpretation of this Agreement. The recitals contained herein are incorporated in and are a part of this Agreement.

14. **SEVERABILITY:** In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Agreement shall control. In the event that any of this Agreement is found to be void, voidable, illegal or otherwise unenforceable in any respect, such provision shall be severable from all other provisions thereof, and the validity, legality and enforceability of the remaining portions and provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect as if such void, voidable or unenforceable provision had never been contained therein.

15. **BINDING EFFECT:** This Agreement, and all of its terms and conditions, shall be binding upon and inure to the benefit of the Parties and their respective agents, representatives, officers, directors, shareholders, employees, heirs, executors, administrators, descendants, subsidiaries, successors, assigns and legal representatives, whether a signatory hereto or not. Notwithstanding any other provision hereof: (a) the $250,000 payment due to the Estate under par. 3.1(a)i above (the "$250K Estate Payment") will be payable as set forth therein (i.e. by wire transfer to the ICM client trust account within two (2) business days after delivery to AE [by any means of delivery as set forth in par. 3.1(a)i above] of a copy of this Agreement and the Mutual Release signed by the Estate) without requirement of any other signature to this Agreement including for avoidance of doubt that of David Bennett as attorney for the Estate; and (b) this Agreement and the Mutual Release will be fully binding between the Parties (i.e. the Estate and AE) upon payment of the $250K Estate Payment and signature of this Agreement and the Mutual Release by the Estate and AE, even if the acknowledgement signature of David Bennett and/or Neon is not secured.

16. **NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given and received on the day on which delivered personally or via facsimile or messenger during regular business hours at the location of receipt to the appropriate locations listed below:

If to AE:	Alan Elliott 1633 N. Stanley Avenue Los Angeles, CA 90046 Telephone: 323 988 9692 alan@alanelliott.net
With a copy to:	John W. Boyd Freedman Boyd Hollander Goldberg Urias & Ward P.A. 20 First Plaza Suite 700 Albuquerque, NM 87102 Telephone: 505 244 7518 JRB@FBDLAW.com
If to the Estate:	David J. Bennett Thav Gross PC 30150 Telegraph Road Suite 444 Bingham Farms. Michigan 48025 Telephone: 248 645 8203 Dbennett@thavgross.com
With a courtesy copy to:	Richard B. Levy ICM Partners 10250 Constellation Boulevard Los Angeles, California 90067 Telephone: 310 550 4046 rlevy@icmpartners.com

Any Party may change his or its address upon written notice to the other Party.

17. <u>ENTIRE AGREEMENT:</u> This Agreement and its attachments constitutes the full and final agreement of and among the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements or understandings regarding the subject matter hereof. Each Party acknowledges, warrants, promises and represents that it has not executed this Agreement in reliance upon any promise, statement, representation or warranty, whether oral or written, not expressly set forth herein and that he, she or it has had the opportunity to consult with counsel concerning this Agreement.

18. <u>WRITTEN, SIGNED AMENDMENT REQUIRED:</u> This Agreement may not be altered, modified or amended in any respect except by a written instrument signed by each Party.

19. <u>SURVIVAL:</u> The representations and warranties set forth in this Agreement are deemed to and shall each survive the execution of this Agreement and, unless any such representation or warranty is temporally limited in which event such temporal limitation shall control, shall each constitute continuing and ongoing representations and warranties of the Parties.

20. FURTHER DOCUMENTS: The Parties agree to cooperate with each other in carrying out the intent of this Agreement and executing all documents, and agreements as are reasonably required to effectuate the terms of this Agreement. 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.

21. ASSIGNMENT: The rights granted by any Party to the other Party under this Agreement include the unrestricted right to assign, license, transfer and otherwise convey the same to third parties on such terms and conditions as the transferring Party deems appropriate and which is consistent with the terms of this Agreement, and such third party shall have the right to assume such rights, provided that notwithstanding any assignment by AE of this Agreement and / or any of its rights hereunder AE will remain primarily liable for the performance of all then-executory obligations under this Agreement.

22. REPORTING PERIODS & AUDIT: Customary 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. The Estate shall have the right to have a certified public accountant of its choice audit all books and records with respect to the Film once per year (and only once with respect to any particular records and/or statements) at the Estate's sole cost and expense; such audit shall take place at the applicable distributor's principal place of business during normal business hours and shall not unreasonably interfere with such distributor's regular course of business. All notices, statements and payments made pursuant to this Agreement shall be deemed valid and binding on the Estate and shall not be subject to dispute or audit unless disputed in writing within thirty-six (36) months after first issued. Without limiting the foregoing, AE shall contractually require each distributor of the Film to notify the Estate in writing of any request to audit such distributor with respect to the Film so as to provide the Estate the opportunity to participate in such audit in accordance with the terms of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby acknowledge and represent that they have each read this Agreement, consisting of a total of 23 pages, and that they have executed this Agreement as of the day and year first set forth above.

Al's Records & Tapes

By: ______________________________
Alan Elliott

Amazing Grace Movie, LLC

By: ______________________________
Alan Elliott

____
Alan Elliott

Estate of Aretha Franklin

By:_________________________
Sabrina Owens
Personal Representative

ACKNOWLEDGED AND AGREED:

Attorney for the Estate of Aretha Franklin

By:________________________
David J. Bennett

ACKNOWLEDGED AND AGREED AS TO SUBPARAGRAPHS 3(a)ii and 4.4(b)

NEON

By:________________________________

Its:________________________________

APPENDIX I
MUTUAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement"), is effective as of March 21, 2019 (the "Effective Date"), and is by and between Alan Elliott, Al's Records & Tapes, and Amazing Grace Movie, LLC (individually and collectively, "AE" or "Party") and The Estate of Aretha Franklin ("Estate" or "Party"), collectively, "Parties."

RECITALS:

1. In January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") filmed with sound the featured musical performances of Franklin in two concerts (the "Concerts") of primarily gospel songs before a live congregation at the New Temple Missionary Church of Los Angeles;

2. Although the Concerts were filmed and recorded for film ("the Film"), creation of any movie or visual broadcast of the Concerts was not completed because of technical problems;

3. In 2007 Alan Elliott and Al's Records & Tapes entered into an agreement with Warner, whereby Elliott and Al's acquired all of Warner's right, title and interest in and to the Film and other, related film elements, along with sound associated with the film and its other elements;

4. Elliott thereafter created the documentary film entitled "Amazing Grace" from the Film's elements he had acquired from Warner and completed a documentary film of the concerts at his expense. Elliott attempted to exhibit "Amazing Grace" at the Telluride Film Festival in 2015, believing AE had the right to do so without further permissions;

5. Aretha Franklin ("Franklin"), who was still living at the time, disputed AE's rights to exhibit the documentary film and otherwise exploit it or the unused footage and sound without Franklin's additional written consent (the "Dispute") and obtained a temporary injunction from the Federal District Court in Denver, Colorado against the exhibition of the documentary at the Telluride Film Festival in 2015;

6. Aretha Franklin passed away on August 16, 2018 and any existing rights of hers to the subject performances passed to her Estate, whose Personal Representative is Sabrina Owens, and;

7. The parties to this Release of Claims desire and intend to resolve their prior differences (as of the date of this Release), end their disputes (as of the date of this

Release), settle and release all claims against each other (as of the date of this release) and cooperate in releasing the Film, entitled "Amazing Grace" and do and permit the other things that are set forth in the contract between them dated as of March 21, 2019.

8. NOW, THEREFORE, AS SET FORTH BELOW, THE PARTIES HEREBY RELEASE AND SETTLE THEIR CLAIMS FOR VALUABLE CONSIDERATION AND FOR THE MUTUAL PROMISES CONTAINED HEREIN, ON THE OCCASION OF THEIR REACHING A CONTRACTUAL AGREEMENT DATED MARCH 21, 2019 UNDER WHICH THE ESTATE OF ARETHA FRANKLIN HAS GRANTED TO AE THE RIGHTS SET FORTH IN THAT AGREEMENT IN RETURN FOR AE'S PROMISES CONTAINED THEREIN.

A. **Mutual Release**: Up to the date of this Release, but not thereafter, in consideration of the promises set forth in this Release the Parties for themselves and on behalf of any persons or entities who have or claim to have rights and/or claims by, through, or on behalf of any Party, hereby release the other Party, together with any agents, attorneys or accountants, insurers, representatives, administrators, or other successors in interest or assigns of any of the foregoing, and any other persons in privity with parties to this Release against whom claims or demands might have been made, from any and all claims, actions, claims for relief, demands, debts, covenants, contracts, obligations, liabilities, damages, costs and expenses (including attorney's fees), whether legal or equitable, common law or statutory, of whatever kind or nature in any manner arising out of but not limited to the matters set forth in the Lawsuit, up to the date of this Release. The mutual releases herein granted are and are intended to be as broad as may be lawful and include but are not limited to claims arising out of contract, tort, copyright and other statutory rights, common law rights, negligence, willful or wanton conduct, misrepresentation, fraud, or otherwise, and fully include but are not limited to, claims for injunctive relief, damages, for punitive or exemplary damages and attorneys fees; or for any other claims of whatsoever kind or nature that the Parties had, have or may have against any Party, whether known or unknown. Neither Party shall make any claim or bring any proceeding against the other based on any events predating this settlement and release.

B. **End of Litigation:** The Parties agree that litigation in the United States District Court for the District of Colorado styled as: Aretha Franklin, Plaintiff v. Alan Elliott, D/B/A Al's Records & Tapes, Defendant, Civil Action No. 15-cv-01921-JLK ("the Denver litigation"), which was closed administratively subject to reopening, shall remain closed and not be reopened by either Party hereto, it being the intent of the Parties hereto to end that litigation definitively, including any disputes that were or could have been brought by the parties or the Estate's Decedent, Aretha Franklin. This mutual release of all claims is intended to fully resolve all past disputes and disagreements between the Parties relating in any way to the Dispute and/or the Denver litigation, including but not limited to any and all court filings, or court orders. If it should become necessary to revive the Denver litigation in order to definitively conclude it by dismissal with prejudice, notwithstanding that the litigation between the Parties has been dismissed without prejudice, the Parties agree to cooperate in doing so.

C. **No Admission of Liability and No Reliance**: It is understood and agreed that execution of this Agreement is not to be construed in any way as an admission of liability or an admission of wrongdoing or the validity of any Party's claim against the other, but rather reflects the intent of the Parties to end their disputes entirely and to embark on the relationship reflected in the Agreement between them dated as of March 21, 2019. In making this Agreement the Parties have not relied on statements nor representations regarding their rights, claims for damages, facts or other information from the other Parties being released, their agents and representatives. On the contrary, they have considered all these matters themselves and have relied entirely on their own judgment, after seeking the advice of their respective independent legal counsel.

D. **Confidential Release**: The Parties agree that the terms of this Release are confidential. No Party shall disclose the terms or amount of this settlement to any party, other than his/her family members, business partners, tax advisors, professional advisors or other professionals with a need to know.

E. **Governing Law**: This Agreement shall be governed by and construed and enforced under the laws of the State of California, and the Parties agree to exclusive venue and jurisdiction of the courts within a thirty (30) mile radius of Detroit, Michigan.

F. **Counterpart Execution**: The Release may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

[EXECUTION PAGE FOLLOWS]

G. Entire Agreement. This Agreement constitutes the complete agreement understanding of the Parties with respect to the subject matter hereof, there are no other representations or promises which are not expressly set forth herein and this Agreement supersedes any prior oral or written agreements, understandings or representations. This Agreement may not be changed, terminated, modified, supplemented or amended in any way except by a writing signed by all parties.

__ ___________
Alan Elliott, on behalf of himself, Al's Records & Tapes and Amazing Grace Movie, LLC.

STATE OF ________________)
)SS.
COUNTY OF ______________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of _________ by Alan Elliott, individually and as President of Al's Records & Tapes and Amazing Grace Movie, LLC.

____
My Commission Expires: Notary Public

____

____
Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

STATE OF _______________)
)SS.
COUNTY OF _____________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of _________by Sabrina Owens, solely as Personal Representative for the Estate of Aretha Franklin.

____
My Commission Expires: Notary Public

____

EXHIBIT A

Approved Key Art / AF Images. [AE TO SUPPLY AS A CONDITION SUBSEQUENT]

G. Entire Agreement. This Agreement constitutes the complete agreement understanding of the Parties with respect to the subject matter hereof, there are no other representations or promises which are not expressly set forth herein and this Agreement supersedes any prior oral or written agreements, understandings or representations. This Agreement may not be changed, terminated, modified, supplemented or amended in any way except by a writing signed by all parties.

____

Alan Elliott, on behalf of himself, Al's Records & Tapes and Amazing Grace Movie, LLC.

STATE OF _______________)

)SS.

COUNTY OF _____________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of ________ by Alan Elliott, individually and as President of Al's Records & Tapes and Amazing Grace Movie, LLC.

My Commission Expires: Notary Public

____

Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

STATE OF Michigan)

)SS.

COUNTY OF Washtenaw)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 22 day of March 2019 by Sabrina Owens, solely as Personal Representative for the Estate of Aretha Franklin.

JENNIFER M. SYMANNS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Dec 14, 2021
ACTING IN COUNTY OF Washtenaw

My Commission Expires: Notary Public

12/14/2021

EXHIBIT A

Approved Key Art / AF Images. [AE TO SUPPLY AS A CONDITION SUBSEQUENT]

EXHIBIT R
ANCILLARY RIGHTS

R1. Estate Approval/ Consultation Categories	<u>Category 1:</u> Absolute prior written Estate approval on case-by-case basis; Estate can approve or disapprove at sole discretion. No response period – approval only on written confirmation from Sabrina Owens as Estate-designated Personal Representative, or her successor. <u>Category 2:</u> 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 par.10 of the Agreement. <u>Category 3:</u> Meaningful advance consultation to Estate (which must actually take place so long as Sabrina Owens as Personal Representative is reasonably available to consult by phone, email, or in person within seven (7) business days following written notice of the applicable project).
R2. Term to Exploit AE Ancillary Rights	In perpetuity.
R3. Scope of Rights granted to AE generally (subject to restrictions on exploitation as set forth in this Exhibit R)	All rights reasonably to exploit Film as set forth in main agreement, plus the ancillary rights to exploit Film and Concert Footage per this Exhibit “R”. The Rights (as defined in par. 2 of this Agreement), which are worldwide, do not include Franklin’s person, image, career, performances, recordings etc., except those that are incorporated in the Film and/or Concert Footage.

R4. Music Video Rights (Category 3 and limited Category 2)	Solely with respect to Aretha Franklin's appearance in Film, use of songs sung by her in Film and / or Concert Footage as stand-alone music videos, at 10% separate-pot merch to Estate (but only as complete songs and not abbreviated or medley versions or modified in any material way without Estate Category 2 Approval – with approved material at 25%).
R5. Customary Merchandising Items Related to Film (Category 3)	Use of the key art for Film (as set forth in exhibit to be included in final agreement for preapproved key art images) in connection with *only* T-shirts, jackets, posters, hats, coffee mugs key chains and such other customary merchandise items as the Parties may hereafter agree in writing after good faith negotiations relating to Film (the "Customary Merchandise Products"). Estate to participate from this pot at 25% out of 100%.
R6. Out-Takes/Behind-the-Scenes Footage/Images (Category 2)	Use of out-takes and / or behind-the-scenes footage from the Concert Footage and/or images from the Concert Footage to promote the Film (but not in connection with any of the other Ancillary Rights categories and/or uses set forth in pars. R11-R13 and R15).
R7. Clip Rights (Category 2)	Approved clips at 25% of 100% to Estate. Cannot infringe on R11 – R13, and R15.

R8. Live/Performance Rights (Categories 2 or 3)	1. Without limiting any other provisions of this Exhibit R, live performances (other than as set forth in par. R8.2 and R8.3 below) in which AE has a financial interest (separate from AE Net Income from distribution of the Film by Neon and/or any other distributor) and using the complete, uninterrupted Film and an element of a live show are in Category 3 rights at a separate 10% participation to the Estate of any AR Income derived therefrom. 2. Live performances using portions of the Film, or which interrupt the Film, or use clips or outtakes and/or any other material from the Concert Footage are in Category 2 at 25%. 3. Exhibitions of the uninterrupted Film as licensed by NEON (or other authorized distributors of the Film) that include pre-display and/or post-display discussions, lectures, appearances by participants (including Alan Elliott) or others as may be customary at movie theaters or other locations where the Film may be shown which do not involve any Ancillary Rights and (other than within the Film itself and any Approved AF Material) do not use any image of Aretha Franklin and / or any quote attributed to Aretha Franklin, the Estate, and/or any family member of Aretha Franklin,provided that any income derived by AE from any such exhibition (other than reasonable, customary and market- rate expenses and producer fees) which is separate from income accountable through the applicable distributor(s) for exhibition of the Film as part of any such live event will be at 10% of AR Income to the Estate are freely permitted. Notwithstanding the seven (7) business day requirement for other items under this Exhibit R, the Parties recognize that any live performances falling under Category 2 may, by their nature, require a longer period of consultation and may require ongoing consultation as any major project in this category is developed. The Parties agree to deal with each other in good faith in respect to the necessity for and timing of consultation in respect to such projects.

R9. Subsequent Production Rights (Category 1)	Except director's cut(s) of the Film and "making of the Film" documentary films and/or documentary television programs which are Category 2.
R10. Merchandising Rights (Other than Customary Related to Film) (Category 1)	________
R11. Commercial Tie-In Rights (Category 1)	________
R12. Product Placement Rights (Category 1)	________
R13. Endorsement Rights (Category 1)	________
R14. Publication Rights (Category 2)	Including, but not limited to, making-of books, coffee-table books, all other electronic publishing formats, interactive books, and audio books. No comics or graphic novels in any form including e-book (these are Category 1).
R15. Game Rights (Category 1)	Including but not limited to video, electronic and interactive games.
R16. Music Publishing Rights (Category 1)	________
R17. Hologram, animation, and similar technology uses and rights (Category 1)	________

R18. Compensation to Estate for Ancillary Rights uses permitted per this Exhibit R	“Separate pot” participation to Estate of (i) 10% of 100% of net income to AE for “customary merchandising rights”and “Live Performance” Category 1 only; and (ii) 25% of 100% of net income to AE in all other categories. All income with respect to the disposition of Ancillary Rights (“AR Income”) will be accounted separately from income derived from the distribution of the Film itself and shall not be applied to the recoupment of any costs relating to the Film in calculating AE Net Proceeds. The definition, calculation and accounting of AR Income will be negotiated in good faith between the Estate and AE within customary US industry parameters.

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

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.

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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

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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.: **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. <u>FACTUAL BACKGROUND</u>

A. <u>The Interim Award Confirmed That Claimant Possesses All Rights Necessary to Consummate the Producer's Offer</u>

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

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[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. The Estate, its Attorneys, and SMI Are in Contempt of the Interim Award

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. <u>Contempt Sanctions are Warranted Against the Estate, its Counsel, and SMI</u>

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 PESSAH LAW GROUP, PC

/s/ Maurice David Pessah
Maurice D. Pessah, Esq.
Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

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Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

JAMS

AMAZING GRACE MOVIE, LLC, a California Limited Liability Company, Claimant, vs. ANDREW MAYORAS, as Representative of the ESTATE OF ARETHA FRANKLIN; KECALF FRANKLIN, in his personal capacity; ROES 1-50, Respondents.	Case No. 5345000713 **DECLARATION OF MAURICE D. PESSAH IN SUPPORT OF CLAIMANT'S MOTION TO ENFORCE INTERIM AWARD**

DECLARATION OF MAURICE D. PESSAH

I, Maurice D. Pessah, hereby declare:

1. I am an attorney at law, duly licensed to practice law before the Courts of the State of California. I am a member of the State Bar of California and am the principal of the law firm Pessah Law Group, P.C., attorneys of record for Claimant AMAZING GRACE MOVIE, LLC ("AGM" or "Claimant"). As such, I am familiar with and have personal knowledge of the file in this matter and the facts described below. If called upon as a witness, I could and would competently testify to the following facts.

2. On November 14, 2025, I participated in an emergency hearing conducted by JAMS and presided over by Barbara A. Reeves, Esq., (the "Emergency Arbitrator"). The Emergency Arbitrator issued an Order Granting Emergency Relief on November 14, 2025 and subsequently expanded on her analysis through an Interim Award issued on November 18, 2025 (the "Interim Award").

3. The Interim Award enjoined Respondent Andrew Mayoras, in his capacity as representative of the Estate of Aretha Franklin ("Respondent"), from (1) withholding consent to the request to use the audio from the outtake footage clips in the *Melania* Documentary, (2) unreasonably interfering with Claimant's right to consummate the offer from the producers of the *Melania* Documentary, and (3) interfering with Claimant's right to consummate the offer from the producers of the *Melania* Documentary. The Interim Award also made numerous factual findings.

4. On November 20, 2025, following the issuance of the Interim Award, I emailed Respondent seeking to confirm that all necessary licenses, permissions, and authorizations would be issued. I did not receive any response to this inquiry. Attached herein as **Exhibit A** is a true and correct copy of the November 20, 2025 email I sent to Respondent.

5. Having received no response from Respondent, I followed up by email on November 21, 2025, and was informed that Respondent and his counsel were unavailable. Attached herein as **Exhibit B** is a true and correct copy of my November 21, 2025 email and the subsequent response indicating Respondent's unavailability.

6. Subsequently, on November 24, 2025, I called Respondent's counsel, seeking to ensure that all necessary permissions were obtained. Respondent's counsel again informed me that they were unavailable for a conversation and would instead provide a response on Tuesday, November 25, 2025. I stressed the urgency of the situation and summarized my prior attempts to contact Respondent. At that time, the Estate did not raise any issues related to Springtime Music, Inc ("SMI").

7. On Tuesday, November 25, 2025, I received an email from Brian Caplan asserting that SMI "separately owns and controls the PA copyright interest in the arrangement of Amazing Grace at issue and the synchronization licensing rights related thereto." Mr. Caplan further 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." Attached herein as **Exhibit C** is a true and correct copy of the November 25, 2025 email sent by Brian Caplan.

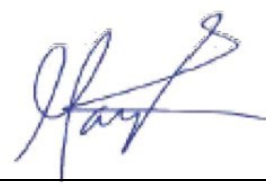
8. On November 25, 2025, the same day Brian Caplan informed me of Respondent's new position, Doug Colton sent an email to David Fritz, counsel for the producers of the *Melania* Documentary, seeking $200,000 for the issuance of a synchronization license. Notably, the language of Mr. Colton's email was nearly identical to the language used by Mr. Caplan in his November 25, 2025 email. Attached herein as **Exhibit D** is a true and correct copy of the November 25, 2025 email sent by Mr. Colton.

9. Recognizing the close ties between Respondent and SMI, I conducted a search through the Michigan Secretary of State website and discovered that the Estate of Aretha Franklin is listed as the president, secretary, treasurer, and director

of SMI. I also discovered that Andrew Mayoras is identified as the registered agent for SMI. Attached herein as **Exhibit E** is a true and correct screenshot of the Michigan Secretary of State information relating to SMI.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 3rd day of December, 2025 at Beverly Hills, California.



Maurice D. Pessah

Exhibit A

From:	Maurice Pessah
To:	Andy Mayoras; Jonathan Colman; Brian D. Caplan; Eli Melamed; Joshua Rubinton
Subject:	Amazing Grace Movie, LLC v. Estate of Franklin
Date:	Thursday, November 20, 2025 4:09:55 PM

Counsel,

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.

Your prompt confirmation, no later than noon (ET) tomorrow, is encouraged.

Maurice D. Pessah
Attorney at Law
PESSAH LAW GROUP, PC

9100 Wilshire Blvd.
Suite 850E
Beverly Hills, CA 90212
Direct. (310) 772-2261
Mobile. (310) 500-8221
maurice@pessahgroup.com

Exhibit B

Gmail **Joshua Rubinton <jrubinton@pessahgroup.com>**

Re: EXT: Re: Amazing Grace Movie, LLC v. Estate of Franklin

Jonathan Colman <JColman@brmmlaw.com> Fri, Nov 21, 2025 at 8:49 AM
To: Maurice Pessah <maurice@pessahgroup.com>, Andy Mayoras <awmayoras@brmmlaw.com>, "Brian D. Caplan" <bcaplan@reitlerlaw.com>, Eli Melamed <emelamed@pessahgroup.com>, Joshua Rubinton <jrubinton@pessahgroup.com>

Maurice,

Andy and Brian are unavailable today.

Jon

Jonathan M. Colman
Attorney and Counselor
www.brmmlaw.com| jcolman@brmmlaw.com

1301 W. Long Lake Road, Suite 340
Troy, MI 48098
P:248.641.7070
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B&R M&M BARRON, ROSENBERG, MAYORAS & MAYORAS P.C.
ESTATE PLANNING | ELDER LAW | FAMILY LAW | PROBATE | LITIGATION

Click here for my full bio.

From: Maurice Pessah <maurice@pessahgroup.com>
Date: Friday, November 21, 2025 at 11:46 AM
To: Andy Mayoras <awmayoras@brmmlaw.com>, Jonathan Colman <JColman@brmmlaw.com>, Brian D. Caplan <bcaplan@reitlerlaw.com>, Eli Melamed <emelamed@pessahgroup.com>, Joshua Rubinton <jrubinton@pessahgroup.com>
Subject: EXT: Re: Amazing Grace Movie, LLC v. Estate of Franklin

Counsel-

Following up.

Maurice D. Pessah
Attorney at Law
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Beverly Hills, CA 90212
Direct. (310) 772-2261
Mobile. (310) 500-8221
maurice@pessahgroup.com

On Nov 20, 2025, at 4:09 PM, Maurice Pessah <maurice@pessahgroup.com> wrote:

Counsel,

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.

Your prompt confirmation, no later than noon (ET) tomorrow, is encouraged.

Maurice D. Pessah
Attorney at Law
PESSAH LAW GROUP, PC

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Suite 850E
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Direct. (310) 772-2261
Mobile. (310) 500-8221
maurice@pessahgroup.com

Exhibit C

From:	Caplan Brian D.
To:	Maurice Pessah
Cc:	Jonathan Colman; LiCalsi, Paul
Subject:	Follow Up
Date:	Tuesday, November 25, 2025 11:21:07 AM

Dear Maurice,
As you have already been advised, the Estate of Aretha Franklin will abide by the Interim Award issued by arbitrator Barbara Reeves in the Jams arbitration proceeding(the "Interim Award"), unless and until the award is reversed in subsequent arbitration or legal proceedings.
Therefore, the Estate will not withhold consent to the proposed usage by Amazing Grace Movie, LLC. absent future contrary arbitration or court order.

As you know, Springtime Music, Inc. ("SMI") was not a party to the arbitration, and the arbitrator did not address the rights of non-parties to the arbitration.
Specifically, in the Interim Award, Arbitrator Reeves stated:

Respondent's argument that Claimant must obtain other consents or licenses from third parties is beyond the scope of this request for emergency relief(see paragraph 58 of the Interim Award); and

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(see paragraph 78 of the Interim Award).

SMI separately owns and controls the PA copyright interest in the arrangement of Amazing Grace at issue and the synchronization licensing rights related thereto.
Nowhere in the 2019 Settlement Agreement is there an obligation for the Estate to provide a gratis license for the new use of Aretha Franklin's performance of Amazing Grace in the Melania Trump documentary or any other future use.
In light of the foregoing, please be advised that I have 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, which is the same fee that Warner Music Group has previously quoted the producers for use of the master recording to the song that they own.

Guide yourself accordingly.

Very truly yours, Brian Caplan

Brian D. Caplan
Reitler Kailas & Rosenblatt LLP
885 Third Avenue, 20th Floor
New York, New York 10022
Main: 212-209-3050
Direct: 212-209-3059
Cell: 914-260-8552
Fax: 212-371-5500
Email: bcaplan@reitlerlaw.com

Exhibit D

---------- Forwarded message ---------
From: **Doug Colton** <dcolton@sukincoltonlaw.com>
Date: Tue, Nov 25, 2025 at 10:31 PM
Subject: Amazing Grace - Melania documentary
To: dfritz@boyarskifritz.com <dfritz@boyarskifritz.com>, jbrooks@boyarskifritz.com <jbrooks@boyarskifritz.com>

Dear David and Johnna:

Our firm represents Springtime Music, Inc. which controls the right to license Aretha Franklin's arrangement of Amazing Grace ("the Composition"). We are writing to advise you that the Estate of Aretha Franklin ("the Estate") has advised us it is not withholding consent for Amazing Grace Movie, LLC to synchronize its recording (the "Recording") in the Melania Trump Documentary ("the Production"). The Estate will abide by the Interim Award issued by the arbitrator in that regard unless it is overturned. Accordingly, our client is willing to authorize the synchronization of the Composition in the Production on the same economic terms as with respect to the Recording at US $200,000.

The foregoing is subject to the licensee executing our client's formal license agreement, and obtaining any and all necessary consents, rights and permissions from any third party. Please contact us if you would like to proceed or have any questions.

Best,

Doug Colton

Doug Colton

dcolton@sukincoltonlaw.com

www.sukincoltonlaw.com

Sukin
Colton
Law
Association

New York, London and Nashville

1185 Avenue of the Americas

3rd Floor

New York, New York 10036

212-662-1010

Exhibit E

SPRINGTIME PUBLISHING, INC.

Matched Names: SPRINGTIME MUSIC, INC.
SPRINGTIME MUSIC, INC.

Entity Name	**SPRINGTIME PUBLISHING, INC.**
Identification #	**800232122**
Jurisdiction	**Michigan**
Entity Type	**Domestic Profit Corporation**
Entity Status	**Active**
AR Standing	**Good**
Common Shares	**1000**
AR Due Date	**05/15/2026**
Initial Filing Date	**04/18/1985**
Last Report with Officers and Directors	**2019**
Resident Agent Name	**ANDREW W MAYORAS**
Registered Office Street Address	**1301 W LONG LAKE ROAD, SUITE 340, TROY, MI 48098**
Registered Office Mailing Address	**1301 W LONG LAKE ROAD, SUITE 340, TROY, MI 48098**
President Name & Address	**ESTATE OF ARETHA FRANKLIN C/O 30150 TELEGRAPH ROAD, 444, BINGHAM FARMS, MI 48025**
Secretary Name & Address	**ESTATE OF ARETHA FRANKLIN C/O 30150 TELEGRAPH ROAD, 444, BINGHAM FARMS, MI 48025**
Treasurer Name & Address	**ESTATE OF ARETHA FRANKLIN C/O 30150 TELEGRAPH ROAD, 444, BINGHAM FARMS, MI 48025**
Directors Names & Addresses	**ESTATE OF ARETHA FRANKLIN C/O 30150 TELEGRAPH ROAD, 444, BINGHAM FARMS, MI 48025**

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Attorneys for Respondent Andrew Mayoras, as 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

RESPONDENT'S MEMORANDUM OF LAW IN OPPOSITION TO
<u>CLAIMANT'S MOTION TO ENFORCE INTERIM AWARD</u>

Respondent Andrew Mayoras, as Representative of the Estate of Aretha Franklin (the "Estate"), respectfully submits this Memorandum of Law in Opposition to the Claimant's Motion to Enforce Interim Award.

INTRODUCTION

The following arguments address threshold issues that defeat Claimant's motion without addressing Claimant's substantive arguments for sanctions. Should Claimant's motion survive the arguments set forth, *infra*, the Estate and non-parties implicated in that motion must be afforded adequate time to respond to the substance of the allegations, and a 24-hour window is simply insufficient to fulfill due process rights of those individuals and entities. Accordingly, should the motion not be dismissed based upon the below arguments, additional time must be given for the filing of full responses to Claimant's allegations.

1. There is No Claim Against the Estate, the Only Respondent-Party to these Proceedings

The Estate has not violated the Interim Award dated November 18, 2025, or otherwise "unreasonably interfered" with Claimant's right to consummate the Producer's Offer. There is no evidence presented that the Estate or its representatives have done anything other than indicate that it will abide by the Interim Award until such time as it may be reversed, despite disagreeing with it. Indeed, the Estate's messaging has been clear on this point and has been expressed to Claimant unequivocally, *to wit*: "while the Estate disagrees with the Arbitrator's Emergency Order, it intends to comply with it unless and until reversed or set aside by subsequent order." *See* **Exhibit 1**, November 21, 2025 Email Correspondence to Claimant's Counsel.

2. Claimant's Motion is Not an Emergency and Should Not Be Heard as an Emergency

Regarding Claimant's motion, it should not be subject to emergency proceedings, as the only relief it seeks is not time-sensitive in nature. Indeed, the motion itself asks for nothing more than monetary sanctions, *to wit*:

> 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.

See Claimant's Motion, at "Conclusion." Further, nowhere in its motion does Claimant describe its request as an "emergency." The only description of the motion as an "emergency" came from a message from Claimant's counsel sent after 10:00 PM EST on December 3, 2025, titled "Emergency Enforcement of Interim Award" to which the Emergency Arbitrator responded within minutes, conveying her willingness to convene emergency proceedings without even having received the motion itself. Had the motion been received, the non-emergent nature of the filing would have been apparent, as it was not titled an emergency motion, it did not request any emergency relief, and it did not describe what emergency Claimant faced absent immediate relief, which is in contradiction to Rule 2(c) of the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules") governing emergency matters. Yet, it continued to be entertained as an emergency matter based on a single message from Claimant's counsel that boldly misrepresented the facts of the situation.

In addition to being facially non-emergent, Claimant's motion is also procedurally non-emergent. Rule 2(c)(v) of the JAMS Rules states that, following an emergency award, "any request related to the relief granted or denied by the Emergency Arbitrator shall be determined by the Arbitrator(s) appointed in accordance with the Parties 'Agreement and JAMS' usual procedures."

As Claimant's motion is, undoubtedly, a, "request related to the relief granted… by the Emergency Arbitrator [it] **shall** be determined by the Arbitrator(s) appointed in accordance with the Parties 'Agreement and JAMS' usual procedures." Under California law, use of the term "shall" denotes a mandatory, not precatory, condition. Cal. Code Regs. Tit. 2, § 13(a). In sum, Claimant's motion is not an emergency matter based on the filing itself, but, regardless of its nature, pursuant to Rule 2(c)(v) of the JAMS Rules, Claimant's pending request must be heard by the Arbitrator appointed to hear the full proceeding. This dispute is no longer the province of the Emergency Arbitrator.

3. JAMS Has No Jurisdiction Over the Other Persons Against Whom Claimant Seeks Relief

It is axiomatic that JAMS' jurisdictional authority is conferred upon JAMS by the consent of parties who agree to arbitrate disputes with that organization. Neither Springtime, nor counsel named in their individual capacities, have consented to arbitrate any matter with JAMS. Springtime Music, Inc. ("Springtime") is a duly formed and licensed corporation, incorporated under the laws of the State of Michigan. *See* **Exhibit 2**, Springtime Articles of Incorporation. Under Michigan law (the law that governs non-party Springtime), "[c]orporations, even when owned by a sole shareholder, are separate entities under the law." *Diez v. Davey*, 307 Mich.App. 366, 381; 861 N.W.2d 323 (2014), citing *Lakeview Commons Ltd. Partnership v. Empower Yourself, LLC*, 290 Mich.App. 503, 509; 802 N.W.2d 712 (2010), see also, *Schusterman v. Employment Security Comm'n.*, 336 Mich. 246, 259-260; 57 N.W.2d 869 (1953); *Elliott v. Smith*, 47 Mich.App. 236, 240; 209 N.W2d 425 (1973) ("The corporation is a separate and distinct legal entity, notwithstanding the fact that Robert H. Smith was the sole shareholder, president of the corporation, and one of the directors"). Springtime, as its own legal entity, is not a party to the agreement between Claimant and the Estate that confers jurisdiction upon this tribunal. Accordingly, the Emergency Arbitrator may not enter any ruling against Springtime, which is a distinct entity under the law, is not a party to the present arbitration and over which JAMS has no jurisdiction. Further, counsel named in the motion, in their individual capacities, are not subject to JAMS' jurisdiction. Any attempt by the Emergency Arbitrator to hold in contempt, sanction or otherwise take any action with respect to Springtime and/or named counsel in their individual capacities would be unenforceable and *void ab initio*.

Further, even if JAMS had jurisdiction over those non-parties, none of them have been properly served with a claim, noticed for any hearing or named as a party to any proceeding. No contract has been produced evidencing their consent to JAMS' jurisdiction. In short, even if the Emergency Arbitrator was inclined to nakedly declare that she could envelop the non-parties under JAMS' jurisdiction, those non-parties would still be entitled to proper procedural notice under the JAMS Rules, which they have not received.

4. The Emergency Arbitrator Is Not Permitted to Sanction, or Take Other Action, Against Non-Parties

The JAMS Rules do not confer authority on the Emergency Arbitrator to sanction attorneys representing parties to an arbitration. Nor do the JAMS Rules confer authority to sanction non-parties or non-parties' attorneys. Rule 29 of the JAMS Rules entitled "Sanctions" relates solely to an Emergency Arbitrator's authority to sanction a "party" for failure to comply with its obligations under an order of the Emergency Arbitrator. The Emergency Arbitrator's authority begins and ends with the specific parties who have consented to JAMS' jurisdiction, and Claimant's request for sanctions against non-parties is improper and beyond the Emergency Arbitrator's reach.

5. Springtime's Exercise of Its Distinct Legal Rights Is Not a Violation of the Interim Order

As noted, Springtime controls the rights in the arrangement to "Amazing Grace" performed by Aretha Franklin. Springtime is its own distinct legal entity, separate from its shareholders, and is not a party to the arbitration proceeding. *Diez*, 307 Mich.App. at 381. The Interim Award did not state, and could not state (as JAMS has no jurisdiction over Springtime), that Springtime was required to grant a gratis synchronization license to either Claimant or the producers of the Melania documentary.

On the contrary, the Interim Order acknowledges that there may be non-parties to the arbitration whose approval would be necessary for Claimant's proposed use of the arrangement to proceed. Paragraph 58 of the Interim Award specifically states that, "Respondent's argument that Claimant must obtain other consents or licenses from third parties is beyond the scope of this request for emergency relief." Paragraph 78 of the Interim Award further notes, in pertinent part, "...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." At the emergency arbitration hearing, only two third-parties from whom the producers of the Melania documentary would need to secure additional licenses to use Aretha Franklin's performance of Amazing Grace were identified: Springtime (who would have to grant a synchronization license) and Warner Records/Atlantic Records (who would have to grant a master use license). There can be no mistake that the Emergency Arbitrator understood the term "third parties" to include Springtime in her Interim Award and, yet, no ruling was made concerning any third-party rights. The Emergency Arbitrator specifically declined to do so.

6. The Agreement Between the Estate and Claimant Only Obligates Springtime to Grant a Sync License for Use of the Arrangement in the Film

Nothing in the Agreement between the actual parties to this proceeding (Claimant and the Estate, only) limits Springtime's ability to seek synchronization fees for use of intellectual property it controls. In fact, Paragraph 2(e) of the March 21, 2019 Agreement between the Estate and Claimant specifically limits the obligations to issue a synchronization license to the Amazing Grace Film and to promotion and advertising for that film, alone:

> [t]he Estate will cause [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 and customary promotion and 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.

See **Exhibit 3**, March 21, 2019 Agreement, ¶ 2(e) (emphasis added). The gratis license agreed to was *only* with respect to the Film and *not* for other different future unidentified uses. California law requires that contract language be interpreted, "in a manner which gives force and effect to every clause rather than to one which renders clauses nugatory." *Titan Corp. v. Aetna Casualty and Surety Co.*, 22 Cal.App.4th 457, 473-474; 27 Cal.Rptr.2d 476 (1994). However, to accept Claimant's position would be to render the limiting terms of the March 21, 2019 Agreement nugatory. *Id*. Accordingly, the offer from Springtime to the producers of the Melania documentary for a $200,000 synchronization licensing fee to use the subject Amazing Grace copyrighted arrangement that Springtime controls can in no way be interpreted as a violation of the Interim Order.

7. Springtime's Offer was to the Producers of the Melania Documentary, Not Claimant

Springtime made an offer to the producer of the Melania documentary for an industry-standard synchronization fee. No offer was made by the Estate. No offer was made to Claimant. No violation of the Interim Award occurred. This is a matter between Springtime and the producers of the Melania documentary – it is not an issue between the parties to this arbitration and, therefore, is not within JAMS' jurisdiction.

8. Regardless, Springtime's Offer was Wholly Appropriate

The context of this dispute raises the following three sets of rights: (i) the name, image and likeness of Ms. Franklin ("NIL"), the recording of the performance of Ms. Franklin ("Recording"), and the musical arrangement ("Arrangement"). The rights in Recording and Arrangements are governed by Federal Copyright Law. Pursuant to the Copyright Law, there are separate copyrights in a Recording and in an Arrangement and those rights are often owned by separate persons or entities.

The purpose of the March 21, 2019 Agreement, was to facilitate the making of a film. To exploit the film, Claimant needed to clear all three sets of rights. As such, Claimant, in exchange for compensation, received from the Estate certain NIL rights and rights in the Recording to be embodied in the film. These two sets of rights are referred to in the grant as the Appearance. However, the March 21, 2019 Agreement assignments did not include rights in the Arrangement. Neither were rights in the Arrangement granted by Warner Bros Pictures in the Quitclaim Agreement previously addressed at the Emergency Hearing. Accordingly, to facilitate the exploitation of the film, a limited gratis license was granted by Springtime for "the use of the Arrangement in the Film and in any and all Trailers for the Film and other customary promotion and advertising of the Film." The gratis license allowed the film itself to be released and promoted. It did not extend to any other use beyond the film and its promotion.

The Interim Award defines the Producer's Offer, "as a fee of $200,000…for use of a 4:39 audio clip of the Concert Footage." Paragraph 25 of the Interim Award states that the March 21, 2019 Agreement defines Concert Footage as "the audio and visual recordings." Paragraph 78 of the Interim Award further states, in pertinent part, that "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." The conclusion of the Interim Award states that the Estate is enjoined from withholding consent with respect to the Producers Offer and the request to use audio clips in the Melania documentary. The Interim Award did not hold that Springtime was required to grant a gratis license for the Arrangement in the Documentary. Accordingly, how could the Estate, Springtime or anyone representing them be held in contempt for unreasonably interfering with the use of the Concert Footage, which is "a recording," by agreeing to offer a synch license for the Arrangement? Instead, the offer between Springtime and the producer of the Melania documentary actually supports the use of Claimant's recording by agreeing to use of the Arrangement in the film. Doug Colton's email is clear on this point.

> Our firm represents Springtime Music, Inc. which controls the right to license Aretha Franklin's arrangement of Amazing Grace ("the Composition"). We are writing to advise you that the Estate of Aretha Franklin ("the Estate") has advised us it is not withholding consent for Amazing Grace Movie, LLC to synchronize its recording (the "Recording") in the Melania Trump Documentary ("the Production"). The Estate will abide by the Interim Award issued by the arbitrator in that regard unless it is overturned. Accordingly, our client is willing to authorize the synchronization of the Composition in the Production on the same economic terms as with respect to the Recording at US $200,000.

See **Exhibit 4**, Email Regarding Springtime License. The fact that Springtime wants to be paid for the use of the Arrangement is not interference. In fact, in the great majority of cases producers of films or documentaries pay the same sync fee for the recording as they do for the composition, when clearing such rights. It is with great likelihood (as discovery would reveal) that that the producers paid very similar fees for the recording and composition with respect to every other use in the Documentary (for example with respect to the recordings and compositions referenced in Paragraph 37 of the Interim Award.

CONCLUSION

For the reasons stated above, AGM is not entitled to relief, and the motion should be denied in its entirety. Should the motion not be dismissed based upon the foregoing, additional time must be given for the filing of full responses to Claimant's allegations.

Dated: December 5, 2025

Respectfully submitted,

BARRON, ROSENBERG, MAYORAS
& MAYORAS P.C.

s/ Jonathan M. Colman

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

EXHIBIT 1

Jonathan Colman

From:	Jonathan Colman
Sent:	Friday, November 21, 2025 12:42 PM
To:	Maurice Pessah
Cc:	Andy Mayoras; Brian D. Caplan; Eli Melamed; Joshua Rubinton
Subject:	Re: EXT: Re: EXT: Re: EXT: Re: Amazing Grace Movie, LLC v. Estate of Franklin

Maurice,

It also appears that you are asking me to divulge privileged communications with my client, which I specifically decline to do. That said, while the Estate disagrees with the Arbitrator's Emergency Order, it intends to comply with it unless and until reversed or set aside by subsequent order.

Again, glad to discuss further next week.

Jon

Jonathan M. Colman
Attorney and Counselor
www.brmmlaw.com| jcolman@brmmlaw.com

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BARRON, ROSENBERG, MAYORAS & MAYORAS P.C.
ESTATE PLANNING | ELDER LAW | FAMILY LAW | PROBATE | LITIGATION

Click here for my full bio.

EXHIBIT 2

02

C&S-500 (Rev -84)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

APR 18 1985

Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

Date Received
APR 18 1985

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER 225-148

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is: SPRINGTIME PUBLISHING, INC.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares ~~10,000~~ 4000 Par Value Per Share $ 1.00

   Preferred Shares ______ Par Value Per Share $____

and/or shares without par value as follows:

2. Common Shares ______ Stated Value Per Share $____

   Preferred Shares ______ Stated Value Per Share $____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

lg

Article IV

1. The address of the registered office is:

24800 Northwestern Hwy., Suite 408 (Street Address) Southfield (City), Michigan 48075 (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: Harvey F. Tennen

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Aretha Franklin	24800 Northwestern Hwy., Ste. 408 Southfield, Michigan 48075

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 8th day of April, 19 85.

Aretha Franklin
ARETHA FRANKLIN

C&S-500 (Rev. 1-84)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Josephson, Tennen & Haron

David J. Bennett
Josephson, Tennen & Haron
24800 Northwestern # 408
Southfield, Michigan 48075

Preparer's name and business telephone number:

David J. Bennett

(313) 355-3344

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd.".
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee $10.00

    Franchise fee — ½ mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of $25.00

    Total minimum fees (Make remittance payable to State of Michigan) $35.00
13. Mail form and fee to:

    Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, Lansing, MI 48909, Telephone: (517) 373-0493

EXHIBIT 3

AGREEMENT

THIS AGREEMENT is made as of March 21, 2019 (the "Effective Date") by and between Alan Elliott ("Elliott"), Al's Records & Tapes ("Al's"), and Amazing Grace Movie, LLC ("AGLLC") (all collectively and jointly and severally bound hereunder as "AE," except as otherwise provided in par.10A below), 1633 N. Stanley Avenue, Los Angeles, CA 90046 and the Estate of Aretha Franklin (the "Estate") c/o David J. Bennett, Thav Gross PC, 30150 Telegraph Road, Suite 444, Bingham Farms, Michigan 48025, each of whom may be referred to as a "Party" and/or collectively as "Parties".

WHEREAS, in January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") filmed with sound the featured musical performances of Franklin in two concerts (the "Concerts") of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles;

WHEREAS, although the Concerts were filmed and recorded (the audio and visual recordings thereof, collectively, the "Concert Footage") and the record album of the concerts was released in 1972 by Warner's affiliate, Atlantic Recording Corporation, under the title "Amazing Grace" and went on to be a very successful album, creation of any movie or broadcast of the Concerts was not completed because of technical problems;

WHEREAS, in 2007 Elliott and Al's entered into an agreement with Warner, which agreement was subsequently amended (said agreement, as amended, the "Quitclaim Agreement"), 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 in return for certain consideration, including deferred compensation of US$35,000 and a net proceeds participation to Warner to be negotiated in good faith between AE and Warner ("Warner Participation");

WHEREAS, Elliott created the documentary film entitled "Amazing Grace" from the Concert Footage he acquired from Warner. Elliott completed post-production of the documentary at his expense and attempted to exhibit "Amazing Grace" at the Telluride Film Festival in 2015, believing with the permission from Warner that the assignment from Warner established AE's right to do so and that no further permission from Franklin was needed;

WHEREAS, Aretha Franklin ("Franklin"), who was still living at the time, disputed Elliott's and Al's rights to exhibit the documentary film and otherwise exploit it and the unused footage and sound without Franklin's additional written consent (the "Dispute") and obtained a temporary injunction against the exhibition of the documentary at the Telluride Film Festival in 2015;

WHEREAS, Aretha Franklin passed away on August 16, 2018 and any existing rights of hers to the subject performances passed to her Estate, whose Personal Representative is Sabrina Owens, and;

WHEREAS, 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;

WHEREAS, AE desires to release, distribute, present, and fully exploit the Film and the Concert Footage with the participation of the Estate in accordance with and subject to the terms and conditions set forth in this Agreement;

WHEREAS, each Party comprising AE represents and warrants that all right, title and interest it owns, controls or is the beneficial owner of directly or indirectly through any entity or other third party has been irrevocably transferred to AGLLC; and

WHEREAS, the Estate desires to join in the exploitation of the Film and the related Concert Footage under the terms and conditions expressly set forth herein;

NOW THEREFORE, in consideration of the covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, they hereby agree to the following:

1. CONDITIONS / CLOSING: As express conditions precedent to the payment of the Estate Guarantee as defined below, it is required that the following occur, it being the Parties' intention to have the initial US$250,000 payment of the Estate Guarantee as set forth in par. 3.1(a)i below, dismissal of litigation and mutual releases made, executed and delivered not later than March 25, 2019:

END OF LITIGATION AND MUTUAL RELEASE: Following receipt of payment by the Estate as set forth below in par. 3(a)i, the Parties agree that litigation between them in the United States District Court for the District of Colorado, styled as: Aretha Franklin, Plaintiff v. Alan Elliott, D/B/A Al's Records & Tapes, Defendant, as Civil Action No. 15-cv-01921-JLK, which has been closed administratively subject to reopening, shall remain closed and not be reopened by either Party hereto, it being the intent of the Parties hereto to end that litigation definitively by executing the mutual release of all claims attached hereto as Appendix 1. Except for the obligations expressly set forth herein, such mutual release is intended to fully resolve all past disputes and disagreements between the Parties relating in any way to the Dispute, including but not limited to any and all court filings, or court orders.

2. GRANT OF RIGHTS:

(a) Subject to payment in full of the Estate Guarantee (as defined below) the 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 comprised 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 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, and further provided AE agrees not to permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE, its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking (and not when she is singing), throughout the world (the "Territory"). The exclusive rights granted to AE in and to the Appearance as set forth herein shall be collectively referred to as the "Appearance Rights" which, without limiting the foregoing, the Estate hereby quitclaims to AE, including, without limitation, any and all distribution rights of each and every kind, nature and character whatsoever in and to the Appearance as incorporated in the Film including, without limitation, all theatrical rights, non-theatrical rights, home entertainment rights, television and cable rights, exclusively, in the Territory (the world), including, without limitation, the exclusive right to reproduce, distribute, display, exhibit, promote, market, advertise, broadcast, sell, rent, give- away, sub-distribute and otherwise exploit the Film in all media whether now known or hereafter devised, in any and all languages, provided AE shall not permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE and its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking, through any and all means, methods, and manners of exhibition, distribution and exploitation, whether now known or existing or hereafter devised or invented including, but not limited to, distribution through the internet, collectively, the "Distribution Rights". The Appearance Rights and the Distribution Rights are individually and collectively referred to herein as the "Rights".

(b) 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").

(c) "Subsequent Production Rights" means the right to develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake, sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised).

(d) "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, 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.

(e) 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 and 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.

(f) The duration of all rights set forth above in this par. 2 shall be perpetual except as provided below.

3. COMPENSATION:

3.1 ESTATE GUARANTEE:

(a) The Estate shall receive a guaranteed payment of US$1,100,000 (the "Estate Guarantee") which for avoidance of doubt will not be an advance against the Estate's Contingent Compensation nor any participation to the Estate pursuant to Exhibit R hereto (but will be included as a recoupable cost in calculating AE Net Proceeds as defined below) and shall be paid to the Estate as follows:

i. AE will cause payment to the Estate in the amount of US$250,000 to be made by wire transfer to the ICM client trust account set forth in par. 3.1(a)ii below within two (2) business days of delivery to AE (which delivery may be by means of electronic transmission and / or electronic signature) of a copy of this Agreement signed by the Estate (but in any event not later than 3 PM Los Angeles time on March 22, 2019). The foregoing US$250,000 payment to the Estate is nonrefundable and the Estate will have the unconditional right to retain it even if there is never a distribution deal for the Film with Neon or any other third party. The US$250,000, however, shall have reduced the guaranteed payment of US$1,100,000 to US$850,000 under all circumstances.

ii. AE will cause 100% of all first proceeds from exploitation of the Film including 100% of all AR Income (as defined in Exhibit R hereto) and all amounts payable by Neon and/or any and all other distributors of the Film otherwise payable to AE or any affiliate, assignee or designee of AE with respect to the Film (after the first US$250,000, which is to be paid to Robert Johnson to reimburse him for the amount paid by him to fulfill AE's obligation in par. 3.1 (a)i) to be paid directly to the Estate dollar-for-dollar up to the additional amount of US$850,000 from any such proceeds. All such payments by the Estate shall be by wire transfer to the ICM Partners client trust account as follows:

City National Bank
Beverly Hills, CA 90210
ABA #122016066
Swift #CINAUS6L
Account #112363173
Account Name: ICM LLC Client Account
Re: Aretha Franklin Estate / AMAZING GRACE

(b) It is understood by the parties that the minimum payment to the Estate is to be derived from the proceeds of any sale, distribution or other agreements for exploitation of the Film between AE and any third party, and not from the assets of AGLLC or Elliott, and that any such agreement (whether "distribution", lease, sale or other) is subject to the requirement that first dollars derived therefrom will be paid to the Estate until the total Estate Guarantee of US$1,100,000 has been paid to the Estate. Accordingly, it is the understanding of the parties that, after Johnson is reimbursed, the first dollars derived from the exploitation of the Film and/or concert footage shall be devoted to payment of the US$1,100,000 to which the Estate will be entitled under this Agreement.

(c) No additional compensation of any type shall be due the Estate with respect to the grant of rights specified in par. 2 above except as expressly specified in this Agreement (including the Estate's Contingent Compensation and Estate's share of AR Income under Exhibit R hereto).

3.2 CONTINGENT FUTURE PARTICIPATION: In addition to the amount of fixed compensation the Estate shall receive under the terms of par. 2.1 above, AE shall cause payment to the Estate by direct accounting from a CAMA (pursuant to which the Estate will be a direct beneficiary) of an amount equal to Ten Percent (10%) of One Hundred Percent (100%) of all net proceeds to AE ("AE Net Proceeds") from all forms of exploitation of the Film throughout the Territory (excluding AR Income [as defined in Exhibit R hereto], the "Estate's Contingent Compensation"). For the avoidance of doubt all net income derived by AE from exploitation of the Film anywhere in the Territory (other than AR Income) that predates and/or is not accounted through the CAMA will be included in the calculation of AE Net Proceeds and the Estate's Contingent Compensation. The definition, accounting and audit terms for AE Net Proceeds and the Estate's Contingent Compensation will be negotiated in good faith between the Parties within customary US industry parameters taking into account the terms of the Warner Participation and the terms of the distribution agreements for the Film including but not limited to the distribution agreement between AE and Neon. Other than AE and Warner, no other person or entity shall be accorded more favorable contingent future participation than the Estate.

4. <u>CREDIT / ESTATE PERQUISITES</u>:

4.1 Aretha Franklin shall be accorded on-screen credits in the Film in substantially the following forms:

(a) <u>Starring Credit</u>: Above the title, but after the "presentation" credits, on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and

(b) <u>Producer Credit</u>: In the same section of the credits as other "Produced By" or "Producer" credits are given and in no less size or prominence than the "Produced By" or "Producer" credit given to Elliott: "Produced by Aretha Franklin" (the "Producer Credit").

Such credits shall also be given to Franklin in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.2 Sabrina Owens shall be accorded on-screen credits in the Film in substantially the following forms:

(a) <u>Producer Credit:</u> In the same section of the credits as other "Executive Produced By" or "Executive Producer" credits are given and in no less size or prominence than the "Executive Produced By" or "Executive Producer" credit given to any others:

Such credits shall also be given to Sabrina Owens in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.3 Other than the Approved AF Material (as defined below) all images of Aretha Franklin and all quotes attributed to Aretha Franklin, the Estate, and/or any family member of Aretha Franklin used in and/or in connection with the exploitation of the Film and/or Concert Footage will be subject to the prior written approval of the Estate, such approval not to be unreasonably withheld or delayed, but the Approved AF Material and the key art and other images set forth in Exhibit A hereto are deemed pre-approved by the Estate. "Approved AF Material" means (i) all images of Aretha Franklin taken from the Film (but not from any Concert Footage not incorporated in the Film); and (ii) all quotes attributed to Aretha Franklin and / or the Estate and / or any family member of Aretha Franklin previously either (x) made by them publicly (e.g. in interviews or through statements made on social media by the person(s) to whom the applicable quote is attributed) or (y) previously approved by the Estate in writing.

4.4 (a) AE will make best efforts to cause Sabrina Owens and all children of Aretha Franklin (plus one guest each if they so elect) to receive written invitations, business class travel, 1st class hotel, ground transportation and reasonable and customary expenses to attend each premiere, festival screening and award event with respect to the Film, all on a no less favorable basis than any other person attending the same event.

(b) In addition, AE will cause invitations, travel, lodging and expenses to be provided to Sabrina Owens and all of Aretha Franklin's children (plus one guest each) to the Detroit premiere of the Film, and invitations, travel, lodging and expenses for up to four (4) persons (to be allocated among Sabrina Owens and Aretha Franklin's children as they may elect amongst themselves) for the 2019 NAACP Image Awards, at AE's distributor, NEON's, expense.

5. CONFIDENTIALITY AND NONDISCLOSURE OF SETTLEMENT AGREEMENT: If a Party is asked to comment on the resolution of the Denver litigation and its related Dispute, such Party agrees to respond with a statement substantially similar to: "The parties have amicably resolved the matter." Except as necessary to carry out the terms of this Agreement, or with the other Party's written consent, the terms of this Agreement shall not be disclosed except to family members, beneficiaries, lawyers, accountants, banks, insurers, financing sources or otherwise as may be reasonably necessary in the conduct of a Party's or beneficiary's business affairs.

6. INTENTIONALLY DELETED.

7. MUTUAL REPRESENTATIONS, WARRANTIES, AND COVENANTS: Each Party to this Agreement acknowledges, represents, warrants, and covenants as to itself and no other party:

7.1 That the Party has carefully read and reviewed this Agreement, knows and understands the Agreement fully and, further, has reviewed the terms of this Agreement with one or more attorneys of the Party's choice prior to executing this Agreement;

7.2 That the Party understands the meaning, validity, effectiveness and consequences of this Agreement, and of each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof;

7.3 That the Party waives any right to argue or otherwise assert that such Party did not, prior to their execution, fully understand this Agreement, each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof, or the meaning, effectiveness and consequences thereof;

7.4 Except for the payment of the monies referenced in Sections 2 and 3 the Parties specifically do not rely upon any statement, representation, legal opinion, accounting opinion or promise of any other Party to this Agreement or of any person representing any such other Party in executing the Agreement, except as expressly stated in this Agreement;

7.5 That the Party has not granted the rights hereunder to any other third party, nor has made any agreement with a third party to do so in the future;

7.6 That the Party is signing this Agreement freely and voluntarily and without any unlawful or improper coercion;

7.7 That the Party will 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;

7.8 That the execution, delivery and performance by such Party will not conflict with or violate any of such Party's organizational documents, or court orders, and do not and will not conflict with, violate, result in a breach of, cause a default under, or be unenforceable, void or voidable, in whole or in part, under (i) any applicable law, (ii) any provision of any order, arbitration award, judgment or decree or (iii) any contract or other agreement as to which such Party is a party or is otherwise bound.

7.9 The Estate and AE (each of them, in such capacity, the "Indemnifying Party") each hereby agree to defend, indemnify and hold harmless the other party (each of them, in such capacity, the "Indemnified Party"), and its and their affiliates, successors, licensees, and assigns against any liabilities, losses, claims, demands, costs and expenses (collectively, "Claims") arising out of any breach of any representation, warranty or agreement made by the Indemnifying Party herein, which Claim has been reduced to a final, non-appealable judgment or settled with the written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

8. REPRESENTATION AND WARRANTY OF AUTHORITY.

8.1 Each person who signs below represents and warrants that s/he has the necessary authority to bind the entity for which he is signing; and that s/he has read this Agreement in its entirety, and had the opportunity to consult with their own counsel before signing. Each entity to this Agreement represents and warrants that the person executing this Agreement on its behalf has the authority to execute this Agreement on such Party's behalf.

8.2 The Estate is the sole, exclusive and absolute owner of the rights granted herein, and has the sole, exclusive and absolute right to grant or vest in AE, all rights, licenses and privileges granted to or vested in

AE under this Agreement. The Estate, and its lawful representatives, further warrant and covenant that through valid court orders it possesses the authority and right to enter into and fully comply with this Agreement.

8.3 AE represents, warrants and agrees that it (i) has the unfettered right to enter into and perform this entire Agreement; (ii) is not subject to any conflicting obligation or disability which will or might interfere with its execution and performance of this Agreement; (iii) has obtained or prior to the release of the Film will obtain all of the necessary rights clearances from all persons appearing in or rendering services on behalf of the Film including without limitation, if necessary, the Estate of the Rev. James Cleveland, the church choirs appearing in the Film; and (iv) that it shall pay any guild residual payments that might be required. Likewise, the Estate represents, warrants and agrees that it has the unfettered right to enter into and perform this Agreement, to grant all rights under this Agreement and is not subject to any conflicting obligation or disability which will or might interfere with tis execution and performance.

9. **GOVERNING LAW:** The Parties stipulate and agree that this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California and shall be construed and interpreted in accordance with, and shall be governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state's laws shall apply in light of the agreed upon application of California substantive law) of the State of California. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

10. **DISPUTE RESOLUTION/NO EQUITABLE RELIEF:**
Any and all disputes arising under or related to this Agreement shall be resolved by final and binding arbitration under the auspices of JAMS. Any such arbitration shall be held within thirty (30) miles of Ann Arbor, Michigan and arbitrated by a lawyer with a minimum of fifteen (15) years of experience in the entertainment industry. With respect to disputes regarding the reasonableness of a refusal by the Estate to approve an ancillary rights project falling under Category II of the ancillary rights provisions, the dispute shall be subject to expedited arbitration under the rules of JAMS regarding expedited arbitrations. In either type of arbitration, the Parties will request the appointment of an arbitrator with a minimum of fifteen (15) years of experience in the entertainment industry and with at least five (5) years of experience as a professional arbitrator. Except by agreement of the Parties, the arbitrator must conduct the arbitration, if in person, in Detroit, Michigan. Costs and reasonable attorneys' fees shall be awarded by the arbitrator to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10A. AE PARTIES BOUND. Notwithstanding any other provision of this Agreement to the contrary, from and after the date on which the Estate has received the full Estate Guarantee in accordance with par. 3.1(a) above (the "Trigger Date"), neither Elliott individually nor AI's will have any further liability to the Estate under this Agreement and from and after the Trigger Date AGLLC will be liable for the performance of all obligations of the AE Parties under this Agreement, *except that:*

(a) Elliott is and will at all times remain jointly and severally liable with AGLLC for the performance of all AE obligations with respect to Ancillary Rights and AR Income, in accordance with Exhibit R hereto; and

(b) Elliott is and will at all times remain subject to and bound by the terms of par. 10 above as to the resolution of any dispute relating to this Agreement.

11. <u>NO WAIVER:</u> No provision hereof may be waived unless in writing and signed by the Party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

12. <u>COUNTERPARTS:</u> This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimile or pdf copies of signed counterparts shall be deemed originals for any purpose.

13. <u>HEADINGS AND RECITALS:</u> The headings in this Agreement are inserted for convenience and reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof, and shall not affect in any way the meaning or interpretation of this Agreement. The recitals contained herein are incorporated in and are a part of this Agreement.

14. <u>SEVERABILITY:</u> In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Agreement shall control. In the event that any of this Agreement is found to be void, voidable, illegal or otherwise unenforceable in any respect, such provision shall be severable from all other provisions thereof, and the validity, legality and enforceability of the remaining portions and provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect as if such void, voidable or unenforceable provision had never been contained therein.

15. <u>BINDING EFFECT:</u> This Agreement, and all of its terms and conditions, shall be binding upon and inure to the benefit of the Parties and their respective agents, representatives, officers, directors, shareholders, employees, heirs, executors, administrators, descendants, subsidiaries, successors, assigns and legal representatives, whether a signatory hereto or not. Notwithstanding any other provision hereof: (a) the $250,000 payment due to the Estate under par. 3.1(a)i above (the "$250K Estate Payment") will be payable as set forth therein (i.e. by wire transfer to the ICM client trust account within two (2) business days after delivery to AE [by any means of delivery as set forth in par. 3.1(a)i above] of a copy of this Agreement and the Mutual Release signed by the Estate) without requirement of any other signature to this Agreement including for avoidance of doubt that of David Bennett as attorney for the Estate; and (b) this Agreement and the Mutual Release will be fully binding between the Parties (i.e. the Estate and AE) upon payment of the $250K Estate Payment and signature of this Agreement and the Mutual Release by the Estate and AE, even if the acknowledgement signature of David Bennett and/or Neon is not secured.

16. <u>NOTICES:</u> All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given and received on the day on which delivered personally or via facsimile or messenger during regular business hours at the location of receipt to the appropriate locations listed below:

If to AE:	Alan Elliott 1633 N. Stanley Avenue Los Angeles, CA 90046 Telephone: 323 988 9692 alan@alanelliott.net
With a copy to:	John W. Boyd Freedman Boyd Hollander Goldberg Urias & Ward P.A. 20 First Plaza Suite 700 Albuquerque, NM 87102 Telephone: 505 244 7518 JRB@FBDLAW.com
If to the Estate:	David J. Bennett Thav Gross PC 30150 Telegraph Road Suite 444 Bingham Farms. Michigan 48025 Telephone: 248 645 8203 Dbennett@thavgross.com
With a courtesy copy to:	Richard B. Levy ICM Partners 10250 Constellation Boulevard Los Angeles, California 90067 Telephone: 310 550 4046 rlevy@icmpartners.com

Any Party may change his or its address upon written notice to the other Party.

17. ENTIRE AGREEMENT: This Agreement and its attachments constitutes the full and final agreement of and among the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements or understandings regarding the subject matter hereof. Each Party acknowledges, warrants, promises and represents that it has not executed this Agreement in reliance upon any promise, statement, representation or warranty, whether oral or written, not expressly set forth herein and that he, she or it has had the opportunity to consult with counsel concerning this Agreement.

18. WRITTEN, SIGNED AMENDMENT REQUIRED: This Agreement may not be altered, modified or amended in any respect except by a written instrument signed by each Party.

19. SURVIVAL: The representations and warranties set forth in this Agreement are deemed to and shall each survive the execution of this Agreement and, unless any such representation or warranty is temporally limited in which event such temporal limitation shall control, shall each constitute continuing and ongoing representations and warranties of the Parties.

20. **FURTHER DOCUMENTS:** The Parties agree to cooperate with each other in carrying out the intent of this Agreement and executing all documents, and agreements as are reasonably required to effectuate the terms of this Agreement. 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.

21. **ASSIGNMENT:** The rights granted by any Party to the other Party under this Agreement include the unrestricted right to assign, license, transfer and otherwise convey the same to third parties on such terms and conditions as the transferring Party deems appropriate and which is consistent with the terms of this Agreement, and such third party shall have the right to assume such rights, provided that notwithstanding any assignment by AE of this Agreement and / or any of its rights hereunder AE will remain primarily liable for the performance of all then-executory obligations under this Agreement.

22. **REPORTING PERIODS & AUDIT:** Customary 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. The Estate shall have the right to have a certified public accountant of its choice audit all books and records with respect to the Film once per year (and only once with respect to any particular records and/or statements) at the Estate's sole cost and expense; such audit shall take place at the applicable distributor's principal place of business during normal business hours and shall not unreasonably interfere with such distributor's regular course of business. All notices, statements and payments made pursuant to this Agreement shall be deemed valid and binding on the Estate and shall not be subject to dispute or audit unless disputed in writing within thirty-six (36) months after first issued. Without limiting the foregoing, AE shall contractually require each distributor of the Film to notify the Estate in writing of any request to audit such distributor with respect to the Film so as to provide the Estate the opportunity to participate in such audit in accordance with the terms of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby acknowledge and represent that they have each read this Agreement, consisting of a total of 23 pages, and that they have executed this Agreement as of the day and year first set forth above.

Al's Records & Tapes

By: ______________________________
Alan Elliott

Amazing Grace Movie, LLC

By: ______________________________
Alan Elliott

____
Alan Elliott

Estate of Aretha Franklin

By:______________________________
Sabrina Owens
Personal Representative

ACKNOWLEDGED AND AGREED:

Attorney for the Estate of Aretha Franklin

By:______________________________
David J. Bennett

EXHIBIT 4

From: Doug Colton
Sent: Tuesday, November 25, 2025 9:31 PM
To: 'dfritz@boyarskifritz.com' <dfritz@boyarskifritz.com>; 'jbrooks@boyarskifritz.com' <jbrooks@boyarskifritz.com>
Subject: Amazing Grace - Melania documentary

Dear David and Johnna:

Our firm represents Springtime Music, Inc. which controls the right to license Aretha Franklin's arrangement of Amazing Grace ("the Composition"). We are writing to advise you that the Estate of Aretha Franklin ("the Estate") has advised us it is not withholding consent for Amazing Grace Movie, LLC to synchronize its recording (the "Recording") in the Melania Trump Documentary ("the Production"). The Estate will abide by the Interim Award issued by the arbitrator in that regard unless it is overturned. Accordingly, our client is willing to authorize the synchronization of the Composition in the Production on the same economic terms as with respect to the Recording at US $200,000.

The foregoing is subject to the licensee executing our client's formal license agreement, and obtaining any and all necessary consents, rights and permissions from any third party. Please contact us if you would like to proceed or have any questions.

Best,
Doug Colton

Doug Colton
dcolton@sukincoltonlaw.com
www.sukincoltonlaw.com

Sukin
Colton
Law
Association
New York, London and Nashville
1185 Avenue of the Americas
3rd Floor
New York, New York 10036
212-662-1010

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 it 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

From: **Alan Elliott** alan@alanelliott.net
Subject: Fwd: aretha franklin recording agreement.
Date: May 2, 2014 at 9:51 AM
To: Winnie Wong WWong@mmibi.com

thank you.

-alan

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phone: 323 988 9692

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Begin forwarded message:

> **From:** "Spira, Steven" <steven.spira@warnerbros.com>
> **Subject:** **FW: aretha franklin recording agreement.**
> **Date:** August 16, 2013 at 11:10:34 AM PDT
> **To:** Alan Elliott <alan@alanelliott.net>
>
> Fyi

4-1-1968 Aretha...ts).pdf

WARNER BROS.

Inter-Office Memo

To: Eric Frankel   From: Michele Moore MM   Ext.: 2371

Subject: Aretha Franklin

Date: December 6, 1991   Copies to: Jeremy Williams

Per your request, I have enclosed a copy of the documents in our files relating to the filming of the Aretha Franklin recording session at the New Temple Missionary Baptist Church in Los Angeles in January 1972. They include:

1. Executed consent forms wherein James Cleveland and the members of the church choir grant permission to WB to use footage taken at the recording session in a motion picture.

2. An executed location agreement wherein the Church grants permission to WB to film and record scenes at the church for a motion picture. The agreement specifically states that all right, title and interest in all photographs and sound recordings are vested in WB.

3. Executed consent forms from what appears to be members of the audience at the recording session.

For your information, I have also enclosed a copy of the linear notes from the released album which states that the recording of the album was filmed by WB with Sydney Pollack directing.

Jeremy and I discussed the question of ownership of the footage. As the agreement with James Cleveland, the consents and the location agreement were all entered into by WB, we believe the footage was owned by WB and is probably still owned by WB as there is no agreement or other information in the file that WB sold or licensed the footage to anyone else.

One important concern - we do not have in our files any agreement or consent signed by Aretha Franklin regarding the usage of the footage. If such an agreement is not located, Warner Bros. Pay-TV and/or Atlantic Records' A*Vision (or whomever is to produce the documentary) will need to obtain Ms. Franklin's consent (which I'm sure will involve negotiations for the payment of compensation). You might try to locate a copy of Ms. Franklin's Atlantic recording contract at the time of the recording session. There may be a provision covering the filming of recording sessions or other audio-visual language that may relate to the right to use such footage and any restrictions that may apply. If you are able to locate a copy of the contract, I will be glad to discuss it with you.

I hope the enclosed information is helpful. When the plans for the documentary are finalized, please let me know and we can discuss a license agreement for use of the footage.

MAM/clo
Enclosures

Maurice D. Pessah (SBN: 275955)
maurice@pessahgroup.com
Eli Melamed (SBN: 301790)
emelamed@pessahgroup.com
JOSH RUBINTON (SBN: 362785)
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Tel: (310) 772-2261

Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

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 **CLAIMANT'S APPLICATION FOR EMERGENCY RELIEF** Demand Filed: October 22, 2025

Claimant AMAZING GRACE MOVIE, LLC ("**AGM**" or "**Claimant**") files this Application for Emergency Relief ("Application") against Respondent ANDREW MAYORAS, in his capacity as Representative of the ESTATE OF ARETHA FRANKLIN (the "**Estate**" or "**Respondent**").

This Application is made pursuant to JAMS Rule 2 of the Comprehensive Arbitration Rules and Procedures and California law, as more particularly set forth herein, on the grounds that Claimant will suffer immediate loss and damage in the absence of emergency relief. Filed concurrently with this Application are the Declaration of Alan Elliot ("**Elliot Decl.**") and the Declaration of Fernando Sulichin ("**Sulichin Decl.**")

In this Application, Claimant seeks emergency relief from the 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; **(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.

I. INTRODUCTION

California courts have long recognized that contractual discretion—even where a party retains an apparent right to approve or disapprove—must be exercised in good faith and consistent with the reasonable expectations of the parties. These principles are not negotiable or subject to a contracting party's subjective viewpoints. Rather, they are enshrined in the case law that governs this case.

In *Locke v. Warner Bros., Inc.*, the California Court of Appeal held that a studio's discretion to approve or reject film projects under a "first look" deal could not be exercised arbitrarily or for reasons extraneous to the parties' commercial purposes. 57 Cal.App.4th 354 (1997). The same principle applies here. Like Warner Bros. in *Locke*, the Estate cannot hide behind the emotions or political persuasions of its heirs to frustrate Claimant's contractual rights.

The Estate's refusal—grounded in the personal political views of its representatives rather than any bona fide commercial purpose—constitutes precisely the type of bad-faith conduct that California law forbids. The implied covenant of good faith and fair dealing prohibits a contracting party from using discretionary approval rights to thwart the other party's legitimate contract expectations. Where, as here, a contract expressly limits the right to withhold consent to situations in which it is reasonable to do so, the law demands an objective showing of commercial justification—not a subjective disagreement with the message or perceived political tone of the work.

As further discussed, absent emergency relief, Claimant will suffer immediate loss. The opportunity that has been presented to Claimant is of a rare and fleeting variety that will soon disappear if the Estate's bad faith conduct goes unchecked. Claimant's goodwill, reputation and leverage with some of the industry's most prominent producers will be irreparably damaged.

Claimant will also suffer untold financial harm, as the offer currently on the table leaves open the possibility of future downstream and "back-end" revenues that are not currently ascertainable. Because Claimant can also demonstrate entitlement to relief on its most important claims (breach of contract and breach of the implied covenant of good faith and fair dealing), this Arbitrator should issue the requested relief.

II. FACTUAL BACKGROUND

A. The Concert

Over two nights in January of 1972, Aretha Franklin performed a concert from the pulpit of the New Temple Missionary Baptist Church in the Watts neighborhood of Los Angeles, California (the "**Concert**"). With the pulpit as her stage, Franklin delivered one of the most mesmerizing performances of her career. She was a preacher as much as a singer, a healer as much as an entertainer. Tucked in the pews were Mick Jagger and Charlie Watts, captivated and unblinking.

Franklin's performance, and all proceeds thereof, including, but not limited to, the sound recording and film footage was produced and owned by Warner Brothers and Atlantic Records[1] (collectively, "**Warner Bros**.") as part of Franklin's April 1, 1968, overall deal with Warner Bros. (the "**WB-Franklin Agreement**"). The WB-Franklin Agreement governed Franklin's exclusive personal services to Warner Bros. for a period of 5 years. (**Exh. A** to Elliott Decl., ¶ 3)

Unfortunately, the Concert footage wouldn't see the light of day for over three decades. Several technical requirements necessary to synchronize picture and sound were neglected, and most of the footage from the Concert was unusable. (Elliott Decl., ¶ 3) Alas, the immense amount of time, effort, and money required to correct the deficiencies with the footage resulted in the footage and accompanying sound recordings collecting dust in a Warner Bros. vault.

Separate and apart from the audio and visual recordings made for the concert film that Warner Bros. intended to release, Atlantic Records made a separate and distinct recording of the Concert for purposes of releasing Franklin's debut gospel album, "Amazing Grace," which was in fact released as an album in 1972. (Elliott Decl., ¶ 3) The two physical recordings are not the same. (Elliott Decl., ¶ 3)

[1] Warner Bros. acquired Atlantic Records in 1967 and later evolved into Warner Music Group (WMG).

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

In 2007, producer and composer Alan Elliott ("**Elliott**"), the principal of Claimant and a longtime admirer of Franklin, convinced Warner Bros. to sell him all its right, title and interest in and to the Concert footage, including the non-synced audio and film footage. (Elliott Decl., ¶ 4) Elliott mortgaged his home and spent countless hours resurrecting and technically syncing the footage with the underlying sound recording intended for the original, never released, 1972 film. (Elliott Decl., ¶ 4) After pouring years of effort and equity into the project, Elliott restored the Concert Footage and created what eventually became one of the most celebrated concert documentaries of all time, *Amazing Grace* (the "**Picture**"). *See*, *e.g.* Wesley Morris, *Amazing Grace Review: Aretha Franklin Is Glorious in a Rousing Concert Film*, The New York Times (Dec. 5, 2018)[2]; Emily Lordi, *My Soul Is Satisfied: An Intimate New Documentary Explores The Source of Aretha Franklin's Power*, (April 5, 2019)[3]. AGM owns the Picture. (Elliott Decl., ¶ 7)

C. Claimant's Agreement with the Franklin Estate

On March 21, 2019, AGM entered into an agreement with the Estate, whereby AGM acquired a comprehensive grant of rights from Respondent (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 "**Agreement**"). (**Exh. B** to Elliott Decl., ¶ 5).

D. The Uknown Commercial Motivations of the Estate

In a recent filing before this Emergency Arbitrator, former Respondent Kecalf Franklin (who described himself as "an heir to the Estate") admitted that "one of the motivating purposes" of the Agreement was to generate income to "settle" the Estate's multi-million dollar "IRS debt." (*See* K. Franklin Mtn to Dismiss, Dkt. No. 1435495, p. 2)

Since receiving the Claimant's $1.1 million payment, the Estate has categorically refused

[2] https://www.nytimes.com/2018/12/05/movies/amazing-grace-review.html

[3] https://www.newyorker.com/culture/cultural-comment/my-soul-is-satisfied-an-intimate-new-documentary-explores-the-source-of-aretha-franklins-power

to consent to any requested use of the Rights that requires the Estate's consent[4], despite the Agreement mandating that such consent is "not to be unreasonably withheld." (Elliott Decl., ¶ 6).

It has become apparent to Claimant that the Estate entered into the Agreement without any intention to abide by its terms, but rather to satisfy excessive debts it has incurred over the years. Regardless, as further discussed, there is no dispute that the Agreement is purely commercial in nature.

E. Rights Granted to Claimant Under the Agreement

Section 2 of the Agreement is nothing short of a broad, exclusive, and all-inclusive grant of rights in and to the "name, image and performance of Aretha Franklin solely as embodied in the Film [Picture] and the Concert Footage… including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize [the same] in all media, whether now known or hereafter devised…" (**Exh. B**, Sec. 2(a), p.2. to Elliott Decl., ¶ 5) The Agreement defines "Concert Footage" as the **audio and visual** recordings of the Concert:

> WHEREAS, although the Concerts were filmed and recorded (**the audio and visual recordings thereof, collectively, the "Concert Footage"**) and the record album of the concerts was released in 1972 by Warner's affiliate, Atlantic Recording Corporation, under the title "Amazing Grace" and went on to be a very successful album, creation of any movie or broadcast of the Concerts was not completed because of technical problems

(**Exh. B,** p. 1, to Elliott Decl., ¶ 5)

The Agreement further states:

> [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").

(**Exh. B**, Sec. 2(b), to Elliott Decl., ¶ 5) (emphasis added).

The Agreement also enshrines Claimant's exclusive right to "develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake,

[4] As further discussed below, the Estate does not enjoy absolute rights of approval and **must** exercise its consent rights "reasonably."

sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised[.]" (*Id*. at Sec. 2(c).) The Agreement defines "Clip Rights" as, in part:

> [T]he 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[…]

(**Exh. B**, Sec. 2(d), to Elliott Decl., ¶ 5) (emphasis added)

The Rights granted to Claimant, pursuant to Section 2 of the Agreement, are subject to certain discretionary rights of the Estate, set forth in Exhibit R to the Agreement concerning "Ancillary Rights." (*Id*. at Sec. 2(b)) 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, respectively). (**Exh. B,** at p. 21 to Elliott Decl., ¶ 5). Exhibit R to the Agreement, sets forth the scope of the Estate's Category 2 consent rights as follows:

Category 2 of the Agreement provides:

> Estate has prior written approval on case-by-case basis, **<u>not to be unreasonably withheld</u>**. 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.) (emphasis added)

(**Exh. B**, at p. 21 to Elliott Decl., ¶ 5) (emphasis added)

Clip Rights, which include "any portion thereof or of the Concert Footage," fall under Category 2 set forth in Exhibit R. (**Exh. B**, Sec. 2(d) to Elliott Decl., ¶ 5). **As conceded by the Estate and its representatives** during the parties' pre-litigation discussions, the instant dispute pertains to approval that Claimant sought to exploit Clip Rights for a portion of the audio from the

Concert Footage, which is subject to Category 2 consent rights per Exhibit R to the Agreement. (**Exh. B** to Elliott Decl., ¶ 5).

Indeed, both the Estate's outside music counsel, Adina Schechter, and Respondent Mayoras (both experienced lawyers) conceded that Claimant was seeking approval as to a Category 2 right. (**Exh. C,** p. 6 & 10 to Elliott Decl., ¶ 11).

F. Respondent's Representations and Warranties

As part of the parties' representations and warranties, the Estate-Respondent 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." (**Exh. B**, Sec 7.7 to Elliott Decl., ¶ 5).

G. Respondent's Bad Faith Conduct Giving Rise to the Instant Action

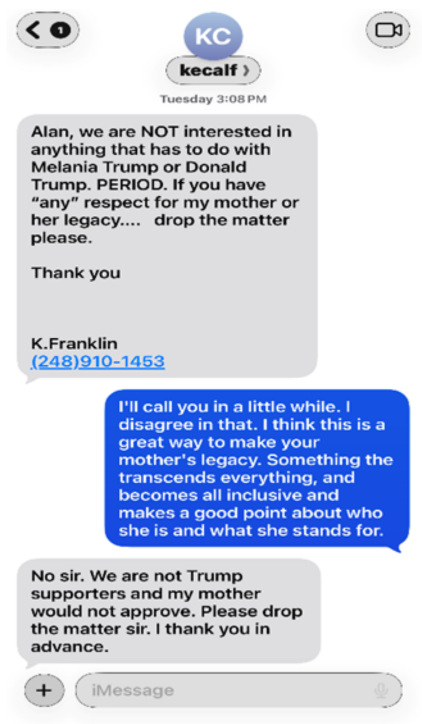
In June of 2025, AGM was offered a fee of $200,000 plus other valuable consideration by RatPac Entertainment, for use of a four minute thirty-nine second audio clip of the "Concert Footage" (the "Producer's Offer"). (Sulichin Decl., ¶ 12; Elliott Decl., ¶ 12). This was the equivalent of **$40,000 per minute**. 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+. (Elliott Decl., ¶ 8). The 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. (Sulichin Decl., ¶ 8). 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. (Sulichin Decl., ¶ 8). The Documentary further highlights the historical roles that U.S. First Ladies play during their transition to the White House. (*Id.*). Examples of this include Melania Trump's interactions with other first ladies like Brigitte Macron of France, Queen Rania of Jordan, and the families of hostages taken during the October 7, 2023, attacks in Israel. (*Id.*). The Documentary is not intended as a political statement of any kind, and does not contain (or intend to convey) any political views of any kind or nature. (*Id.*).

Per the terms of the Agreement and the scope of Category 2 therein, Claimant provided to Respondent-Estate all the material terms of the Producer's Offer, including a portion of the unreleased scene from the Documentary intended for use with the proposed audio clip. (Elliott Decl., ¶ 10). During the parties' negotiations, the Estate's outside counsel and Specially Appointed Representative, Respondent Mayoras, conceded that the proposed use fell within, and was subject to, Category 2 consent rights per Exhibit R to the Agreement. (**Exh. C.,** p. 7 to Elliott Decl., ¶ 11). In other words, the Estate had to exercise its discretion "reasonably" and was not authorized to veto the proposed use arbitrarily.

The Producer's team advised Claimant that the estates of **Michael Jackson**, **James Brown, Al Green, Elvis Presley, Edith Piaf** and **Nina Simone**, had already granted the Producers the required licenses for their music to be played in the Documentary. (Elliott Decl., ¶ 14). The Producers were eager to use a portion of "Amazing Grace" for a scene where the First Lady is lighting a memorial candle for her late mother in St. Patrick's Cathedral in New York City. (Sulichin Decl., ¶ 9).

Between July 17 and October 2, 2025, Claimant and the Estate engaged in several rounds of discussions, wherein the Estate was provided with the material terms of the Producer's Offer, including the proposed fee, use, duration, compensation, nature of the project and even a relevant clip from the Documentary. (**Exh. C**. to Elliott Decl., ¶ 11). Regardless, the Estate declined to provide consent on grounds of "potential implied religious and/or political connotations." (*Id*.) The Agreement, however, does not bestow upon Respondent a right to withhold consent on grounds of political, religious or similar interpretations. (*see generally*, **Exh. B** to Elliott Decl.)

On or about September 30, 2025, Kecalf, Aretha Franklin's son and heir, confirmed that the Estate's baseless and unreasonable refusal to grant consent was devoid of any reasonable commercial considerations. (**Exh. D** to Elliott Decl., ¶ 12).



III. <u>LEGAL STANDARD</u>

A. JAMS R. 2(C)(iv) is the Governing Standard

While interpretation of the Agreement and disputes arising therefrom are governed by California law, this Arbitration is subject to the JAMS Comprehensive Rules.

JAMS R. 2(c) governs "Emergency Relief Procedures" available to parties "in need of emergency relief prior to the appointment of an Arbitrator[.]" *See* JAMS R. 2(c)(i). Further, JAMS R. 2(c)(iv) provides that a party is entitled to emergency relief when it 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." If a party can meet this standard, then the "Emergency Arbitrator **<u>shall</u>** enter an order or Award granting or denying the relief, as the case may be, and stating the reasons therefor." JAMS R. 2(c)(iv)(emphasis added). Various trial courts around the country have recognized the JAMS Emergency Relief Procedures. *See e.g., Mobile Med. Work Health Sols., Inc. v. Moore*, No. 1:24-CV-1219-RP, 2025 U.S. Dist. LEXIS 49159, at *7-8 (W.D. Tex. Mar. 17, 2025) ("The JAMS Rules even create a mechanism for emergency provisional relief before an arbitrator is appointed. JAMS Rule 2(c)(i)… A Party in need of emergency relief prior to the appointment of an Arbitrator may notify JAMS and all other Parties in writing of the relief sought and the basis for an Award of such relief. . . . (ii) JAMS shall promptly appoint an Emergency Arbitrator to rule on the emergency request"); *T-Mobile United States v. Verity Wireless*, No. 2:21-cv-00733-RAJ-BAT, 2021 U.S. Dist. LEXIS 181367, at *3 (W.D. Wash. July 22, 2021) ("JAMS Rule 2(c) creates Emergency Relief Procedures that permit a party to seek emergency relief by "notify[ing] JAMS and all other Parties in writing of the relief sought and the basis for an award of such relief." JAMS Rule 2(c)")

The JAMS standard is more lenient than what is required for expedited relief under California law, but AGM meets both standards.

B. Although not Required, Claimant also Satisfies California Legal Standards

"[T]rial courts should evaluate two interrelated factors when deciding whether or not to issue [a restraining order]. The first is the likelihood that the plaintiff will prevail on the merits at trial. The second is the interim harm that the plaintiff is likely to sustain if the [restraining order] were denied as compared to the harm that the defendant is likely to suffer if the [order] were issued." *Church of Christ in Hollywood v. Superior Court*, 99 Cal. App. 4th 1244, 1251 (2002). Injunctive relief may be also appropriate in a claim for breach of contract "where plaintiff can show irreparable injury and the inadequacy of legal remedies. *See John Goyak & Associates, Inc. v. Terhune*, 299 Fed.bAppx. 739, 740 (9th Cir. Nov. 6, 2008); *see also Lucasfilm Ltd. v. Media Market Group, Ltd.*, 182 F.Supp.2d 897, 899 (N.D. Cal. 2002). Courts applying this standard balance the likelihood of success against the relative interim harm to the parties, giving weight to evidence of contractual breaches that threaten unique or non-monetary interests such as creative opportunities, reputation, or goodwill. *Stuhlbarg Int'l Sales Co. v. John D. Brush & Co.* (9th Cir. 2001) 240 F.3d 832, 841

Where a contract expressly requires that consent "not be unreasonably withheld," the moving party may establish a likelihood of success by showing that the refusal was arbitrary, pretextual, or based on considerations outside the scope of legitimate business judgment. *Storek & Storek, Inc. v. Citicorp Real Estate, Inc.* (2002) 100 Cal.App.4th 44, 57–58; *Pasadena Live, LLC v. City of Pasadena* (2004) 114 Cal.App.4th 1089, 1093–94.

IV. ARGUMENT

A. The Parties' Agreement Contemplates Swift Adjudication of Matters Concerning the Estate's Unreasonable Withholding of Consent

The Agreement's explicit terms demonstrate the parties' intent to swiftly resolve disputes involving the reasonable exercise of the Estate's approval rights under Category 2. Indeed, Section

10 of the Agreement distinguishes disputes of the kind at bar from all others and provides for "expedited arbitration" in the event of such disputes. Section 10 provides, in pertinent part:

> **With respect to disputes regarding the reasonableness of a refusal by the Estate to approve an ancillary rights project falling under Category II of the ancillary rights provisions**, the dispute shall be subject to **expedited arbitration** under the rules of JAMS regarding expedited arbitrations.

(**Exh. B**, Sec. 10, to Elliott Decl., ¶ 5)(emphasis added)

Exhibit R to the Agreement similarly echoes this intention with substantially similar language: "If Parties cannot agree with respect to any Category 2 opportunity presented by AE, AE or the Estate has the right to submit the matter to binding expedited arbitration (per the arbitration provisions set forth par.10 of the Agreement)." (Exh. B, p. 10 to Elliott Decl., ¶ 5).

The Agreement's terms demonstrate that the parties understood that opportunities like the Producer's Offer are rare and fleeting. Producers and entertainment executives need quick answers and are subject to strict theatrical and streaming release deadlines. (Sulichin Decl., ¶ 16). Here, the Producers will pull their offer if the Estate is permitted to disregard well settled contractual principles of commercial good faith and stonewall this opportunity because of an unsubstantiated viewpoint bias. (Sulichin Decl., ¶ 16). Further, if the basis for the Estate's refusal to consent to the Producer's Offer is upheld, AGM's harm will be compounded because the Estate will be emboldened to withhold consent for future economic opportunities simply because of the subjective viewpoints of Franklin's heirs. Such a result would be irreparably detrimental to Claimant; more importantly, it would contravene decades of well-settled principles of contract law.

The instant motion relates precisely to the "immediate loss" that AGM will suffer if the Estate is allowed to block the Producer's Offer on grounds that are wholly outside of what the Agreement, and California law, prescribe. If emergency relief is denied here, Respondent is emboldened to forever unreasonably and arbitrarily withhold consent, forcing Claimant into repeated arbitrations, and causing it to suffer further lost opportunities and goodwill, reputational damage, and unnecessary expenditures. This nightmare scenario would vitiate the Agreement's purpose and leave Claimant with having paid $1.1 Million for essentially nothing more than frustration, dead ends, and losses.

B. Claimant Will Suffer Immediate Loss and Untold Damage Without Emergency Relief

Evidence of threatened loss of prospective customers or goodwill certainly supports a finding of the possibility of irreparable harm. *Stuhlbarg Int'l Sales Co.*, 240 F.3d 832, 841 (9th Cir. 2001) Moreover, in situations where there is a potential imminent loss of a unique economic opportunity, courts have consistently recognized that such loss can constitute irreparable harm warranting injunctive relief. *See*, *e.g. Starlight Sugar v. Soto*, 114 F.3d 330, 332 (1st Cir. 1997)("While it is true that injunctive relief is generally inappropriate where money damages can make a plaintiff whole, we have recognized that the loss of a unique or fleeting business opportunity can constitute irreparable injury.") *Accord hiQ Labs, Inc. v. LinkedIn Corp*., 31 F.4th 1180, 1188 (9th Cir. 2022)

1. The Precise Amount of Claimant's Damages Is Impossible to Ascertain

Injunctions are appropriate when it is difficult or impossible to ascertain the amount of compensation that would afford adequate relief. Courts have consistently recognized that equitable relief is warranted in such circumstances, particularly when monetary damages are inadequate, uncertain, or impractical to calculate. Further, Code Civ. Proc. § 526(a)(5) permits injunctions to issues where, as here, "it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief."

In *Disney Enters. v. VidAngel, Inc*, the Ninth Circuit upheld a district court's granting of a preliminary injunction where "[t]he district court had substantial evidence before it that VidAngel's service undermines the value of the Studios' copyrighted works, their windowing business model, **and their goodwill and negotiating leverage with licensees**." *Disney Enters. v. VidAngel, Inc*., 869 F.3d 848, 866 (9th Cir. 2017) (emphasis added).

If the Estate's capricious, unfair and bad faith exercise of discretion is allowed to stand, Claimant will suffer an "immediate loss" (JAMS R. 2(c)(iv) in excess of $200,000, **plus an unknown (and potentially substantial) amount in further downstream royalty revenues that cannot presently be calculated**. (Elliott Decl., ¶ 13). Every minute that Claimant is hampered by the Estate's bad faith and unreasonable refusal to consent, it is losing leverage to negotiate with the licensee-producer of the Documentary. (Elliott Decl., ¶ 15). The Production is aware of the undue influence the Estate is now attempting to impose on Claimant's contractual rights, and views Claimant as an unreliable party with little leverage and no power to exploit rights it paid $1.1 million to obtain. (Sulichin Decl., ¶ 15) (Elliott Decl., ¶ 15). The unique approval window and deadline imposed by the Production, and the clear ultimatum of the Production to revoke its offer, places Claimant in the crosshairs of immediate economic and non-economic harm. (Elliott Decl., ¶ 18).

Even if Claimant stands to recover an eventual award of monetary damages, such damages are an inadequate remedy here because the harm consists of loss of control over distribution windows, "damage to reputation and goodwill," loss of "leverage with licensees," and erosion of unique market opportunities—precisely the kinds of intangible, hard-to-quantify injuries that support injunctive relief under California law, including CCP § 526(a)(5), and the 9th Circuit's holding in *Disney v. VidAngel* (*supra*) 869 F.3d at 860–64.

The Production's offer to Claimant is also exceedingly rare, in that it presents Claimant with the opportunity to license rights to a project that has already fetched $40 million from Amazon/MGM Studios, and to work with two highly prominent Hollywood producers, Fernando Sulichin[5] and Brett Ratner[6]. (Elliott Decl., ¶ 8 & 9). Fernando Sulichin is an experienced film producer with over 30 years of experience. (Sulichin Decl., ¶ 4). Throughout Sulichin's esteemed career, he has produced over 30 films, including *Malcolm X*, *Spring Breakers*, and *Snowden*. Sulichin's films have received theatrical releases and critical acclaim, including fetching awards at the Sundance and the Venice film festivals. (Sulichin Decl., ¶ 4) Brett Ratner is an influential figure in the entertainment industry and has played a pivotal role in the production and success of Hollywood blockbusters, including *Justice League*, a Warner Bros. film which earned over $600 million in the global box office, and *Ready Player One*, a film directed by Steven Spielberg which generated over $500 million in global box office revenue. (Sulichin Decl., ¶ 6). Opportunities to work with such prominent figures are few and far between and represent an opportunity to establish lucrative and mutually beneficial relationships leading to future licensing opportunities. (Elliott Decl., ¶ 16). The loss of such opportunities cannot be remediated with money.

Moreover, leaving unchecked the Estate's bad faith refusal to consider the commercial merits of the offer will only embolden the Estate's disregard of its contractual obligation "**not to** unreasonably withhold consent" to Claimant's Category 2 use requests. (Elliott Decl., ¶ 12).

In addition, Claimant has no other business or revenue stream, and no other way to generate income, other than the exploitation of the rights it acquired. (Elliott Decl., ¶ 18). Opportunities to

[5] https://en.wikipedia.org/wiki/Fernando_Sulichin
[6] https://www.imdb.com/name/nm0711840/

exploit the subject rights are infrequent, and each opportunity is significant for Claimant, both financially and reputationally. (Elliot Decl., ¶ 16). Claimant's principal risks having to mortgage his home again if the Estate's unreasonable and bad faith tactics are not addressed. (Elliot Decl., ¶ 18).

C. <u>Claimant is Entitled to Relief and Likely to Succeed on its Claims for Breach of Contract and Breach of the Implied Covenant of Good Faith</u>

1. Claimant is Entitled to Relief on its Breach of Contract Claim

In California, to prevail on a cause of action for breach of contract, the plaintiff must prove "(1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." *Richman v. Hartley* 224 Cal.App.4th 1182, 1186 (2014). 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* 38 Cal. 3d 913, 923 (1985); *accord*, *Kendall v. Ernest Pestana, Inc*., 40 Cal. 3d 488, 500 (1985)

Per the Agreement, Claimant fully performed by paying the sum of $1.1 Million in exchange for the *exclusive* right to exploit, *inter alia*, all rights in and to the Concert Footage, including audio rights, soundtrack rights, music publishing rights, and outtakes thereof. (*See generally*, **Exh. B**. to Elliott Decl., ¶ 5). The Agreement refers repeatedly to "Concert Footage" as inclusive of "the audio and visual recordings" of Aretha Franklin's 1972 concert performance. (Recital 2 of **Exh. B** to Elliott Decl., ¶ 5).

As the owner of those rights, Claimant, and only Claimant, enjoys (and paid for) the benefits of exploiting and licensing the broad and comprehensive rights it acquired. In the case of the "Category 2" right at issue here, Claimant's rights of exploitation are subject only to the expressly limited discretion the Estate has. (**Exh. B**, p. 19, to Elliott Decl., ¶ 5). The language of the Agreement is mandatory and places an obligation on the Estate that its consent is "**<u>not to be</u>** unreasonably withheld." (*Id.*) The same provision that places an obligation of reasonableness upon the Estate provides that the Estate **<u>must</u>** respond to an inquiry within "[s]even (7) business days" or the offer "**will be deemed approved**." (*Id.*) Thus, the Agreement is explicit that a Category 2 right is not subject to the Estate's sole or absolute discretion.

Contrary to applicable law and the Agreement, the Estate ignored the commercial merits of the Producer's Offer, and its contractual obligation "not to" unreasonably withhold consent, in favor of its subjective assessment that the proposed use of AMAZING GRACE had "political and religious connotations." (Elliott Decl., ¶ 11). This was confirmed when the Estate's agent and heir, Kecalf Franklin, conveyed to Claimant that the refusal to grant consent was rooted in arbitrary political biases, rather than business judgment or commercial reasonableness. (**Exh. D** to Elliott Decl., ¶ 12). Mr. Franklin's unretractable message stating, "***We*** are NOT interested in anything that has to do with Melania Trump or Donald Trump. PERIOD," confirms the undeniable reality of the Estate's coordination with Aretha Franklin's heirs. In fact, Respondent Mayoras confirmed in writing that the heirs had decision-making authority over Claimant's request **and** that the heirs would likely decline consent on "political" grounds. (**Exh. C** to Elliott Decl., ¶ 11)("As part of that consideration process, we would need to discuss the proposed use with the heirs. **It is quite likely that the heirs would find the proposed use objectionable in light of the political nature of the subject matter**, but we are not even in a position to present it to them without complete information, including the proposed fee to the Estate.")(emphasis added). More egregious is a September 2, 2025 email from the Estate's outside counsel, Adina Schecter, wherein she claims that although Claimant had allegedly "not yet provided all of the requested materials" for the Estate to consider the Producer's Offer, the Estate was nonetheless rejecting Claimant's request for consent.

> You have not provided all of the requested materials for the Estate to make an informed decision. However, based on the information that has been provided, the Estate expressly disapproves of the proposed use for various reasons, including potential implied religious and/or political connotations.

(**Exh. C**, p. 5 to Elliott Decl., ¶ 11). The statement from the Estate's counsel demonstrates that Respondent was not discharging is obligations to consider, and not unreasonably withhold, consent in good faith. Rather, while maintaining that it still did not possess all of information it needed, the Estate had proverbially 'heard enough,' and was summarily declining Claimant's request without more.

In an effort to avoid litigation and save the deal, Claimant retained counsel, Sarah Matz, who again attempted to level with the Estate and provided its representatives with the intended scene from the Documentary. Even then, Kecalf Franklin's words spoke louder, and truer, the coded tone of the Estate's counsel: "Alan, **we** are NOT interested in anything that has to do with Melania Trump or Donald Trum. PERIOD. If you have 'any' respect for my mother or her legacy… drop the matter please." This message was followed by, "[w]e are not Trump supporters and my mother would not approve. Please drop the matter sir." (**Exh. D** to Elliott Decl., ¶ 12). This is **not** how contracts work, much less those that explicitly required a party to exercise discretion reasonably, aka in good faith.

In refusing to consider the commercial merits of the Producer's Offer, the Estate breached its representation and warranty to "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**." (Secs. 7.5, 7.7 of **Exh. B**, to Elliott Decl., ¶ 5).

2. Claimant is Entitled to Relief on its Claim for Breach of Implied Covenant of Good Faith and Fair Dealing

"It has long been recognized, of course, that every contract imposes upon each party a duty of good faith and fair dealing in the performance of the contract such that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract." *Storek*, 100 Cal. App. 4th at 55. "[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." *Kendall v. Ernest Pestana*, 40 Cal. 3d 488, 500 (1985). Therefore, this covenant applies particularly to situations where one party is invested with a discretionary power affecting the rights of another, requiring that such power be exercised in good faith." *See*, *Carma Developers (Cal.), Inc. v. Marathon Development California, Inc*. 2 Cal.4th 342, 371–372 (1992))

A "breach of a specific provision of the contract is not a necessary prerequisite" to a breach of an implied covenant of good faith and fair dealing. *Carma Developers (Cal.), Inc.*, 2 Cal. 4th at 350. "The covenant is implied . . . to prevent a contracting party from engaging in conduct which (while not technically transgressing the express covenant) frustrates the other party's rights of the benefits of the contract." *Los Angeles Equestrian Ctr., Inc. v. City of Los Angeles*, 17 Cal. App. 4th 432, 447 (1993); *accord Marsu, B.V. v. Walt Disney Co*., 185 F.3d 932, 937-38 (9th Cir. 1999)

> **In the absence of a specific expression in the contract or one implied from the subject matter, the preference of the law is for the less arbitrary reasonable person standard. … The reasonableness test is especially preferable when factors of commercial value or financial concern are involved, as distinct from matters of personal taste**.

Peak-Las Positas Partners v. Bollag, 172 Cal. App. 4th 101, 106 (2009) (quoting *Storek*, 100 Cal.App.4th at 59–60)(emphasis added)

Here, the Estate's right to consent under Category 2 is mitigated by the explicit contractual obligation **<u>not to</u>** withhold such consent "unreasonably." (**Exh. B,** p.19, to Elliott Decl., ¶ 4) In such cases, discretionary consent **<u>must</u>** be exercised "in good faith and in accordance with fair dealing." *Locke v. Warner Bros.*, 57 Cal. App. 4th 354, 363 (1997); *see also Perdue v. Crocker*

National Bank, 38 Cal. 3d 913, 923 (1985) *accord*, *Kendall* (*supra*) 40 Cal. 3d at 500. This means that the Estate, whose consent must be exercised "reasonably" per the Agreement, is prohibited from unduly interfering with Claimant's right to receive the benefits of the Agreement – namely, exploitation of the Rights it paid a substantial sum to acquire.

Moreover, the Estate's right to consent to Claimant's exploitation of Category 2 uses are not couched in subjective factors like "fancy, taste or judgment." *Locke*, 57 Cal. App. 4th at 363-64. No such terms exist in the Agreement, but, even if they did, the Estate would *still* be required to exercise its discretion "**in good faith**." *Id.* (emphasis added) The categorical veto of the Producer's Offer by the Estate, an act of bad faith, was not grounded in any commercially reasonable basis, but rather in a subjective, arbitrary, and wholly unreasonable basis that is unsupported by any provision of the Agreement. Denying consent based on personal taste, convenience or sensibility is not commercially reasonable where the subject contract does not provide for subjectivity in the exercise of discretion. *See*, *e.g., Locke*, 57 Cal.App.4th at 363.

In *Locke v. Warner Bros.* (*supra*) the California Court of Appeal provided examples of contracts that "involve matters of fancy, taste or judgment (…) when it is a condition of an obligor's duty that he or she be subjectively satisfied with respect to the obligee's performance[.]" *Locke*, 57 Cal. App. 4th at 363 (emphasis original)

> Traditional examples are employment contracts . . . and agreements to paint a portrait, write a literary or scientific article, or produce a play or vaudeville act. In such cases, the promisor's determination that he is not satisfied, ***when made in good faith***, has been held to be a defense to an action on the contract.

Id. at 363-64 (emphasis original) **None of these examples are applicable to the case at bar**. But, even if they were, the Estate's determination of consent would still need to be governed by standards of good faith per the holding in *Locke*.

The Agreement is conspicuously devoid of language that bestows upon the Estate veto power over Category 2 uses if such uses do not comport with their viewpoints, artistic or political sensibilities, or other subjective factors. Rather, the Agreement expressly confines the Estate's consent to Category 2 uses by stating that such consent is "**<u>not to be</u>** unreasonably withheld." (**Exh. B**, p.19, to Elliott Decl., ¶ 5).

Further, Claimant is **not** an "obligee" who must "perform" to the subjective satisfaction of the Estate. Rather, it is the Estate, already enriched by the consideration it willingly accepted from Claimant, whose discretion must be rooted in "commercially reasonable standards" not political or religious sensibilities. *Kendall*, 40 Cal. 3d at 500 (1985)

Furthermore, it has become apparent that, in entering into the Agreement, the Estate was motivated by commercial purposes as, at the time of the Agreement, it needed to satisfy an outstanding debt to the IRS. Since receiving the consideration and satisfying the debt, the Estate has categorically refused to evaluate proposed uses in good faith. Instead, the Estate has selfishly received the value of its bargain and simultaneously undermined and injured Claimant's rights under the Agreement.

Claimant is entitled to relief and likely to succeed on its claim for Breach of the Implied Covenant of Good Faith and Fair Dealing.

D. The Balance of Equities and Public Interest Strongly Favor Injunctive Relief

Granting Claimant's emergency motion imposes no burden whatsoever on the Estate, which merely must refrain from enforcing an unreasonable and viewpoint-based veto. In fact, granting the instant motion would cause the Estate to become enriched in sums that will likely exceed its entitlement to a percentage of the $200,000 in the form of downstream royalties and other "back-end" compensation.

By contrast, denying relief would irreparably damage Claimant's unique opportunity to work on a rare project of this kind, not to mention harm its reputation, goodwill and contractual leverage with prominent industry players.

V. CONCLUSION

Because Plaintiff has demonstrated that it is entitled to relief on its claims, and that it will suffer immediate loss absent emergency relief, the Arbitrator should issue a an order granting Claimant's request as set forth in the concurrently submitted proposed order.

DATED: November 10, 2025 PESSAH LAW GROUP, PC

/s/ Maurice David Pessah
Maurice D. Pessah, Esq.
Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

JAMS ARBITRATION: REF. NO. 5345000713

Amazing Grace Movie, LLC, Claimant, and Mayoras, Andrew as Representative of the Estate of Franklin, Aretha Respondent.	**ORDER RE EMERGENCY RELIEF**

Date of Emergency Arbitration Hearing: November 14, 2025

Place of Arbitration: Detroit, MI, via Zoom

I. INTRODUCTION

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 ("Rules"), 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. On November 11, 2025, Claimant dismissed without prejudice Respondent Kecalf Franklin.

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

5. 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.

6. 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 Arbitrator.

7. 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 significant issues of contract law, as well as the interpretation of contracts in the entertainment, music, and film industries.

8. 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).

9. 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." This Order sets forth the reasons in summary fashion, in light of the need to meet the 5:00pm (PT) deadline. The Arbitrator will provide a more detailed explanation of the reasons within the next two business days.

10. 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.

11. Claimant seeks emergency relief from the 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.

II. FACTS

12. The following facts are found by this Arbitrator to be true and necessary to this Order. To the extent these findings differ from the positions of either Party, such differences are the result of the (i) credibility of the declarant witnesses, (ii) relevance determinations made by this Arbitrator, (iii) burden of proof considerations, (iv) weighing of the evidence and (v) discretion of this Arbitrator.

13. On or about 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 Brothers and Atlantic Records, pursuant to the April 1, 1968 personal services agreement between Warner Bros.- Seven Arts, Inc. and Aretha Franklin. Franklin's performance, and all proceeds thereof, including, but not limited to, the sound recording and film footage was produced and owned by Warner Brothers and Atlantic Records (the "WB-Franklin Agreement"). The WB-Franklin Agreement governed Franklin's exclusive personal services to Warner Bros. for a period of 5 years.

14. At the time of the Concert, Warner Bros. intended to produce a film about the Concert, but that did not happen. When recording the audio of the Concert, Warner Bros. had two recording devices active, one to record the audio for an album, and a second to record audio for use in the film Warner Bros. intended to produce. As such, there are two separate audio recordings from the Concert, one intended for the film and another for the album.

15. Atlantic Records made a separate and distinct recording of the Concert for purposes of releasing Franklin's debut gospel album, "Amazing Grace," which was in fact released as an album in 1972. The two physical recordings are not the same.

16. In 2007, Alan Elliott purchased all right title and interest in and to the Concert Footage from Warner Brothers pursuant to a Quitclaim Agreement.

17. Elliott restored the Concert Footage and created a concert documentary, Amazing Grace (the "Picture")

18. On March 21, 2019, AGM entered into an agreement with the Estate, whereby AGM acquired a comprehensive grant of rights from Respondent (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 "Agreement").

19. The 2019 Agreement acknowledges the Quitclaim Agreement.

20. Section 2 of the Agreement is a broad, exclusive, and all-inclusive grant of rights in and to the "name, image and performance of Aretha Franklin solely as embodied in the Film [Picture] and the Concert Footage… including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize [the same] in all media, whether now known or hereafter devised…"

21. The Agreement defines "Concert Footage" as the audio and visual recordings of the Concert.

22. The Agreement further states:

> [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").

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

> [T]he 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[…]

23. The Rights granted to Claimant, pursuant to Section 2 of the Agreement, are subject to certain discretionary 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, respectively).

24. Exhibit R to the Agreement, sets forth the scope of the Estate's Category 2 consent rights as follows:

Category 2 of the Agreement provides:

> 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.) (emphasis added)

25. Clip Rights, which include "any portion thereof or of the Concert Footage," fall under Category 2 set forth in Exhibit R.

26. As part of the parties' representations and warranties, the Estate-Respondent 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."

27. 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+.

28. 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.

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

30. 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.

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

32. 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.

33. Between July 17 and October 2, 2025, Claimant and the Estate engaged in several rounds of discussions, wherein the Estate was provided with the material terms of the Producer's Offer, including the proposed fee, use, duration, compensation, nature of the project and even a relevant clip from the Documentary.

34. The Estate declined to provide consent on grounds of "potential implied religious and/or political connotations." Kecalf Franklin stated that it would not grant permission to anything that had to do with Melania or Donald Trump.

35. 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

36. 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.

37. The JAMS standard is more lenient than what is required for expedited relief under California law. Nonetheless, the Arbitrator is guided by the judicial standards, the likelihood of success on the merits at trial, and the interim harm that Claimant is likely to sustain if the emergency relief were denied as compared to the harm that Respondent is likely to suffer if the order were issued.

38. The Arbitrator finds and concludes that the 2019 Agreement is a commercial agreement, and that the standard for granting or withholding consent is an objective standard, not based on political fancy or taste. *Locke v. Warner Bros*. 57 Cal.App.4th 354, 363 (1997); *Kendall v. Ernest Pestana*, 40 Cal. 3d 488, 501 (1985).

39. 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.

40. 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.

41. The Arbitrator finds that the Estate breached it 2019 Agreement and the covenant of good faith and fair dealing.

42. The deadline is now upon the Emergency Arbitrator. A further detailed discussion of the analysis will be forthcoming within two business days.

IV. CONCLUSION.

(1) Claimant Amazing Grace Movie LLC is entitled to an injunction enjoining Respondent from withholding consent to the Producer's Offer**;**

(2) Claimant Amazing Grace Movie LLC is entitled to an injunction enjoining Respondent from unreasonably interfering with Claimant's right to consummate the Producer's Offer;

(3) Claimant Amazing Grace Movie LLC is entitled to an injunction enjoining Respondent from further interference with Claimant's contractual rights pending final adjudication of this Arbitration; and

(4) 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.

Dated: November 14, 2025

Barbara A/ Reeves

Barbara A. Reeves, Esq.
Emergency Arbitrator

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AMAZING GRACE MOVIE, LLC, a California limited liability company

Petitioner,

v.

SPRINGTIME PUBLISHING, INC., a Michigan corporation,

Respondent.

Case No.: 26STCP01358

PETITION TO COMPEL SPRINGTIME PUBLISHING, INC. TO ARBITRATION

[Filed concurrently with Request for Judicial Notice, [proposed] Order, and Declaration of Maurice Pessah]

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

COMES NOW, AMAZING GRACE MOVIE, LLC ("AGM" or "Petitioner"), by and through the undersigned counsel, pursuant to Section 1281.2 of the California Code of Civil Procedure, and hereby respectfully petitions this Court for an order compelling the joinder of Springtime Publishing, Inc. ("Springtime") with that certain pending arbitration (JAMS Case No. 5345000713, the "Arbitration") involving Petitioner and The Estate of Aretha Franklin, acting through its duly appointed representative Andrew Mayoras, Esq. (the "Estate" or "Mayoras"). Petitioner seeks an order that:

1. Springtime be joined in the pending Arbitration because Springtime is bound to arbitrate under the subject agreement, and the doctrines of agency, alter ego and equitable estoppel, and because the claims against and concerning Springtime are inseparable from the arbitrable controversy;

2. Alternatively, if the Court concludes that Springtime is a "third party" within the meaning of Code of Civil Procedure section 1281.2(c), the Court order Springtime's intervention or joinder in a single proceeding, including joinder in the pending Arbitration as to all overlapping issues, to avoid conflicting rulings on common issues of law and fact; and

3. The Court grant such other relief as is just and proper.

I. INTRODUCTION

AGM brings this petition to compel the joinder of Respondent Springtime to a California Arbitration currently pending between Petitioner and the estate of the late recording artist, Aretha Franklin. As conceded by the Estate (and confirmed by the evidence adduced in the Arbitration), Springtime is wholly owned and controlled by the Estate and acts exclusively at its behest. Indeed, Mayoras, the Estate's duly appointed representative, acts as Springtime's agent for service of process, President, Secretary, Treasurer and Director; he maintains identical roles for the Estate. After Petitioner successfully secured an emergency "interim award" against the Estate (the JAMS equivalent of a temporary restraining order), the Estate directed Springtime to interfere with Petitioner's contractual rights and economic opportunities. As a result, Petitioner amended its arbitration demand to include Springtime as a party. Because Springtime has indicated its intent to challenge the Arbitrator's jurisdiction, this petition is properly before the Court.

The Court should compel Springtime's joinder in the Arbitration because, despite being a non-signatory to the agreement underlying the Arbitration, (a) Springtime is nevertheless bound by the express terms of the agreement; (b) Springtime's conduct was material to the harm suffered by Petitioner, (c) Springtime is the wholly owned and controlled agent, instrument, and alter-ego of the Estate, and (d) Springtime's involvement in the Arbitration is necessary to fully adjudicate all overlapping claims without resulting in conflicting rulings on common issues of law and fact. Each ground independently supports granting the instant motion.

The Arbitration arises out of a written, March 21, 2019 agreement (the "Agreement") governed by California law. As already determined by the Arbitrator, the Agreement grants Petitioner an "all-inclusive" grant of rights to use and exploit both the audio and video portions of the recordings obtained of a live performance. (See, Declaration of Maurice Pessah ["Pessah Decl."], Exh. E [the "Interim Award"], ¶ 52) Petitioner was prompted to seek emergency relief in the Arbitration due to the Estate's commercially unreasonable refusal to consent to the exploitation of certain rights that AGM duly acquired after delivering significant consideration to the Estate; consent which is "not to be unreasonably withheld." In granting emergency relief, the Arbitrator, found that "[Petitioner] has met the burden of showing that it is likely to prevail on the claim that the [Estate] breached the 2019 Agreement and the covenant of good faith and fair dealing." (Pessah Decl., Exh. E, ¶ 75).

The arbitrable controversy heavily involves Springtime, which (as explained further herein) is bound by the express and unambiguous terms of the Agreement, as the agent of the Estate. The Estate has already confirmed it wholly owns and controls Springtime in papers and declarations filed in the Arbitration. Indeed, the Agreement itself expressly states the Estate has the "unilateral right and power" to cause Springtime to undertake certain acts. (Pessah Decl., Exh. A, Sec. 2(e)) However, the Estate continues to attempt to frame Springtime as an entirely separate, distinct and independent entity, despite clear and unambiguous evidence to the contrary.

Where, as here, the pleadings and evidence establish agency, alter ego, and intertwined claims arising from the same agreement and same transaction, the nonsignatory may be compelled to participate in arbitration. See, e.g., Rowe v. Exline, 153 Cal.App.4th 1276, 1284–1290 (2007);

Thomas v. Westlake, 204 Cal.App.4th 605, 613–614 (2012); Garcia v. Pexco, LLC, 11 Cal.App.5th 782, 786–788 (2017).

Springtime is subject to an order compelling it to arbitrate pursuant to CCP § 1281.2, being that it is named as a party bound by the arbitration agreement. Moreover, even if the Court views Springtime as a "third party" within the meaning of CCP § 1281.2(c), the statute expressly authorizes the Court to order joinder or intervention of all parties in a single proceeding because the dispute arises out of the same series of related transactions and there is a possibility of conflicting rulings on a common issue of law or fact. If necessary, the Court should exercise that authority here to prevent conflicting rulings, preserve the efficacy of the Agreement, and ensure the full and proper adjudication of all claims.

II. PARTIES, JURISDICTION AND VENUE

At all times herein mentioned, Petitioner was and is a California Limited Liability Company with its headquarters and principal place of business in Los Angeles County, California.

Springtime is a corporation incorporated in the State of Michigan, with its principal place of business there. Springtime is wholly owned and controlled by the Estate and regularly avails itself of the privileges and benefits of transacting business in the State of California.

This Court has jurisdiction over the parties due to the Agreement's express language binding Springtime, as an agent of the Estate, to the provisions of the Agreement. Jurisdiction is further established by Springtime's minimum contacts with the State of California and its regularly availing itself of the privileges and benefits of transacting business in the State of California, including by asserting licensing rights under the California-law-governed Agreement. Additionally, the Arbitration is currently being conducted in California, and the contract underlying the Arbitration is governed by California law. Furthermore, Springtime is the wholly owned and controlled alter ego of the Estate, which has already submitted to the jurisdiction of JAMS in the Arbitration.

Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§ 1292 and 1292.2, because the Arbitration is currently being conducted in Los Angeles County, California before an arbitrator in California and pursuant to an agreement governed by California law which states that “this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California.” Venue is also proper pursuant to Code of Civil Procedure § 395 because the underlying agreement was to be performed in Los Angeles County; the arbitration clause designates California law; and Petitioner’s principal place of business and the locus of the commercial harm are situated in Los Angeles County.

III. FACTUAL ALLEGATIONS

A. Petitioner’s Agreement with the Estate and The Instant Dispute

On March 21, 2019, Petitioner and the Estate entered into an agreement, whereby AGM acquired a comprehensive, exclusive, and all-inclusive grant of rights relating to certain audio and visual content recorded during a live concert (collectively, the “Concert Footage”) from the Estate in exchange for a substantial payment, and other valuable consideration (the “Agreement”). (See, Pessah Decl., Exh. A) The Agreement entitled Petitioner to exploit the rights over the Concert Footage in various ways, subject to certain rights reserved to the Estate to approve of contemplated uses, as more particularly set forth in the Agreement.

Petitioner and the Estate agreed to arbitrate that California law would govern the Agreement and that all disputes arising under or related to the Agreement would be subject to arbitration. Specifically, Sections 9 and 10 of the Agreement respectively provide:

> 9. The Parties stipulate and agree that this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California and shall be construed and interpreted in accordance with, and shall be governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state’s laws shall apply in light of the agreed upon application of California substantive law) of the State of California. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.
>
> 10. Any and all disputes arising under or related to this Agreement shall be resolved by final and binding arbitration under the auspices of JAMS. Any such arbitration shall be held within thirty (30) miles of Ann Arbor, Michigan and arbitrated by a lawyer with a minimum of fifteen (15) years of experience in the entertainment industry. With respect to disputes regarding the reasonableness of a refusal by the Estate to approve an ancillary rights project falling under Category II of the ancillary rights provisions, the dispute shall be subject to expedited arbitration under the rules of JAMS regarding expedited arbitrations. In either type of

> arbitration, the Parties will request the appointment of an arbitrator with a minimum of fifteen (15) years of experience in the entertainment industry and with at least five (5) years of experience as a professional arbitrator. Except by agreement of the Parties, the arbitrator must conduct the arbitration, if in person, in Detroit, Michigan. Costs and reasonable attorneys' fees shall be awarded by the arbitrator to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(Pessah Decl., Exh. A, Secs. 9, 10)

Moreover, Section 15 of the Agreement provides, in pertinent part:

> "***This Agreement***, and all of its terms and conditions, ***shall be binding upon*** and inure to the benefit of the Parties and their respective ***agents, representatives***, officers, directors, shareholders, employees, heirs, executors, administrators, descendants, subsidiaries, successors, assigns and legal representatives, ***whether a signatory hereto or not***."

(Pessah Decl., Exh. A, Sec. 15) (emphasis added)

B. <u>The Estate's Representations and Warranties</u>

As part of the Agreement, the Estate represented and warranted to Petitioner that it had not granted the rights granted therein to any third party. 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." (Pessah Decl., Exh. A, Sec. 7.7) However, the Estate falsely represented and warranted to Petitioner that it was "the sole, exclusive and absolute owner of the rights" being granted in the Agreement, and that it had the "sole and exclusive and absolute right to grant or vest in [Petitioner], all rights, licenses and privileges granted to or vested in [Petitioner]" under the Agreement. (Pessah Decl., Exh. A, Sec. 8.2)

C. <u>The Estate's Bad Faith Conduct</u>

In June of 2025, AGM was approached by an acclaimed Hollywood producer ("Producer"), who sought to license a portion of the audio comprising the Concert Footage (the "Audio"). Producer, had been tapped to produce a documentary concerning the life of a certain public figure (the "Documentary"). (Pessah Decl., Exh. E, ¶ 32) The Documentary is not political or religious in nature. (Pessah Decl., Exh. E, ¶ 33-4)

Producer offered Petitioner payment to use approximately five minutes of the Audio in the Documentary ("Producer's Offer"). (Pessah Decl., Exh. E, ¶ 32) Petitioner was ready, willing and able to deliver the rights, and complied with all applicable notice provisions of the Agreement, including notifying the Estate of the material terms of Producer's Offer. (Pessah Decl., Exh. E, ¶ 38-9) Pursuant to the Agreement, Petitioner sought the Estate's consent, which the Estate unreasonably withheld. (Pessah Decl., Exh. E, ¶ 38-40, 73)

Even after several rounds of discussions, wherein the Estate was provided with the material terms of the license, including the proposed fee, use, duration, territory, compensation, nature of the project and even a relevant clip from the Documentary, the Estate continued to claim that it did not have sufficient information to provide consent, but ***nevertheless declined to provide consent*** on grounds of "***potential implied religious and/or political connotations***." (Pessah Decl., Exh. E, ¶ 38-40) (emphasis added) The Agreement, however, does not bestow upon the Estate a right to withhold consent on grounds of political, religious or similar interpretations. (Pessah Decl., Exh. E, ¶ 73)

The Agreement is a commercial transaction between Petitioner and the Estate. (*Id.*) The Agreement does not countenance the Estate's interference with Petitioner's contractual rights or obligations on political or religious grounds, nor does it allow tortious interference with AGM's prospective economic advantages. Besides, the Documentary is educational and historical, not political or religious in nature. (Pessah Decl., Exh. E, ¶ 33-4)

The Estate's capricious and politically motivated rejection of Petitioner's request was (1) a violation of its promise not to withhold approval "unreasonably," (2) a blatant interference with Petitioner's prospective economic advantages, and (3) a flagrant breach of its implied covenant to act in good faith so as not injure or deprive Petitioner the benefits of the Agreement for which good and valuable consideration were duly paid, among other things. Indeed, the refusal to approve the Producer's Offer was not grounded in any commercially reasonable basis, but rather in an arbitrary, capricious and wholly unreasonable basis that is unsupported by any provision of the Agreement. (Pessah Decl., Exh. E, ¶ 73) Denying consent based on personal taste, convenience or sensibility is not commercially reasonable. *See, e.g.*, *Locke v. Warner Bros*., 57 Cal.App.4th 354, 363 (1997); *Kendall v. Ernest Pestana*, 40 Cal. 3d 488, 501 (1985).

By unreasonably withholding consent to the Producer's Offer, the Estate was directly responsible for significant damages caused to AGM, and all attorneys' fees and costs incurred by AGM in bringing the subsequent Arbitration. (Pessah Decl., Exh. E, ¶ 79) The Producer's Offer was not consummated as it should and would have been, depriving AGM of proceeds to which it was entitled, as a direct result of the Estate's capricious and unreasonable refusal.

D. Arbitration and Interim Award

Only after Petitioner filed the Arbitration and obtained an interim award did it obtain some degree of relief. On October 22, 2025, Petitioner, as claimant, initiated the Arbitration. (Pessah Decl., ¶ 4) On November 10, 2025, Petitioner filed its Application for Emergency Relief pursuant to JAMS Rule 2 of the Comprehensive Arbitration Rules and Procedures (the "Application"), which was ultimately heard on November 14, 2025. (Pessah Decl., ¶¶ 5, 8) In the Application, Petitioner sought an order:

> (1) Enjoining the Estate from withholding consent to the Producer's Offer; (2) Enjoining the Estate from unreasonably interfering with Petitioner's right to consummate the Producer's Offer; (3) Enjoining the Estate from further interference with Petitioner's contractual rights pending final adjudication of this Arbitration; and (4) Enjoining the Estate from relying on non-commercial factors, like subjective political viewpoints, to withhold consent to any right of exploitation falling within certain portions of the Agreement.

(Pessah Decl., ¶ 5)

On November 13, 2025, the Estate filed its opposition to the Application (the "Opposition"), wherein the Estate confirmed again that Springtime is **wholly owned and controlled** by the Estate. (See, Pessah Decl., ¶ 6, Exh. B, Opp., at p. 8) The Declarations of Scott Pascucci ("Pascucci Decl.") and Michael Sukin ("Sukin Decl."), filed by the Estate in support of the Opposition further confirm the Estate's total ownership and control over Springtime. (See, Pessah Decl., ¶ 7, Exhs. C and D, respectively; Pascucci Decl., ¶¶ 24-5; Sukin Decl., ¶ 1, 13) In fact, the Estate acts as Springtime's President, Secretary, Treasurer, and sole director, all through its personal representative Andrew Mayoras who also serves as agent for service of process for both the Estate and Springtime. (*See*, Request for Judicial Notice ("RJN"), Exh. A)

On November 18, 2025, the Emergency Arbitrator issued an Interim Award granting Petitioner's Application, enjoining the Estate from "(A) withholding consent to the request from

[Petitioner] of the Producer's Offer and the request to use [the Audio] in the Documentary; (B) unreasonably interfering with [Petitioner's] right to consummate the Producer's Offer; (C) further interference with [Petitioner's] contractual rights pending final adjudication of this Arbitration." (the "Interim Award," at p. 19) (See, Pessah Decl., Exh E, at p. 19). In the Interim Award, the Emergency Arbitrator made several important findings including, but not limited to the following:

Relevant Finding No. 1: "The Emergency Arbitrator finds and concludes that the rights requested are [subject to the Estate's] approval, "not to be unreasonably withheld." (Pessah Decl., Exh. E, ¶ 54);

Relevant Finding No. 2: "The Emergency Arbitrator finds and concludes that [Petitioner] has shown a likelihood of success at establishing that the rights granted under [relevant agreements] are sufficiently broad and all-encompassing to cover the license sought by the Producer's Offer for the […]Documentary." (Pessah Decl., Exh. E, ¶ 59) (emphasis added);

Relevant Finding No. 3: "[The Estate's] refusal to grant approval is not based on an objective commercial reason, or even an objective reason […]." (Pessah Decl., Exh. E, ¶ 73);

Relevant Finding No. 4: "[The Estate's] actions in negotiating for five months, delaying approval […] while in fact having no intention to approve anything […] based on a political dislike, is not exercising its discretion in good faith." (Pessah Decl., Exh. E, ¶ 74);

Relevant Finding No. 5: "[Petitioner] has met the burden of showing that it is likely to prevail on the claim that the Estate breached the Agreement and the covenant of good faith and fair dealing." (Pessah Decl., Exh. E, ¶ 75).

The Emergency Arbitrator further found and concluded that the Agreement is "an all-inclusive grant not only of the audio-visual rights in […] the 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." (Pessah Decl., Exh. E, ¶ 52)

Only when Petitioner sought emergency relief, did it become apparent to Petitioner that the Estate intended to rely on Springtime to attempt to ensure that the Estate would not be held accountable for its breaches of the Agreement. The Emergency Arbitrator made specific reference to the Estate's clear and unambiguous declaration, at the hearing on the Application, that Springtime, wholly owned and controlled by the Estate, would ***never*** issue a synchronization license for the use of Amazing Grace in the Documentary. (Pessah Decl., Exh. E, at ¶ 57)

Following the issuance of the Interim Award and in anticipation of consummating the Producer's Offer pursuant thereto, Petitioner 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 [Petitioner] to proceed with the Producer's Offer. Please be advised that any further interference with [Petitioner's] rights, or any violation of the Award, will be aggressively pursued."

(See, Pessah Decl., ¶ 10, Exh. F)

On November 21, 2025, the Estate's counsel responded to Petitioner's email, stating only that the Estate and its counsel were unavailable. (Pessah Decl., Exh. G)

On November 24, 2025, Petitioner consummated the Producer's Offer, in reliance on the Interim Award. (Pessah Decl., ¶ 11) It was not until Tuesday, November 25, 2025, that the Estate informed Petitioner of its new posture. Namely, that Springtime "separately owns and controls the PA [Performing Arts] copyright interest in the arrangement of [the Audio] at issue and the synchronization licensing rights related thereto." (See, Pessah Decl., ¶ 12, Exh. H) The Estate and Springtime then began aggressively pursuing separate discussions with a third party entity involved in the production of the Documentary (the "Licensee"), with whom Petitioner had consummated the Producer's Offer. (Pessah Decl., ¶ 13) The Estate and Springtime threatened litigation against the Licensee (including a threat to enjoin the release of the Documentary) unless the Licensee paid the Estate and Springtime for the rights to use the Audio in the Documentary—a right that the Emergency Arbitrator already found was Petitioner's to exercise. (*Id*.; Pessah Decl., Exh. E, ¶ 52)

The Estate and Springtime, acting in concert with one another, tortiously pursued a separate agreement with the Licensee by and through the Estate's counsel in the Arbitration. The common ownership and control that the Estate enjoys over Springtime, and the common action undertaken by them, was expressed in yet another manner—the use of litigation counsel in this case to actively circumvent the Interim Award and tortiously interfere with Petitioner's contractual rights and economic dealings with the Licensee. Meanwhile, the Estate and its counsel continue to insist that Springtime is a separate entity with its own set of rights to sell, in direct contravention of the Agreement, the Interim Award, the objective evidence, and applicable law. (Pessah Decl., Exh. H) Petitioner was contacted by the Licensee, who demanded an explanation as to why, after consummation of the Producer's Offer with Petitioner, the Licensee was being threatened with litigation and extorted by Springtime over a synchronization license which the Licensee believed it had already negotiated with Petitioner. (See, Pessah Decl., ¶ 14) As of the date hereof, the Licensee has threatened to assert claims against Petitioner relating to sums paid or payable to Springtime in connection with the purported synchronization license from Springtime. (*Id.*) These claims arise directly out of and in connection with the Estate and Springtime's pattern of misconduct with respect to the Agreement and subsequent consummation of the Producer's Offer.

It is undisputed and indisputable that the Estate fully owns and controls Springtime. (See, e.g., (Pessah Decl., Exh. A, Sec. 2(e); Exh. E, ¶ 57) In other words, Springtime does not, and cannot, act independently of the Estate. The Estate's express representations about the breadth and scope of rights it had and agreed to grant to Petitioner are either false or illusory—either way, those representations are material. If such representations are indeed false, then a fraud has been committed in that Petitioner was induced to enter into the Agreement based on promises that are as material as they are specious. If they are illusory, and, as the Estate has argued in the Arbitration, Petitioner paid the Estate for nothing more than the ostensible right to seek consent to exploit rights that actually belong to Springtime, then a fraud has been committed in that Petitioner was induced to enter into the Agreement based on promises that are as material as they are specious.

On March 19, 2026, Petitioner filed an amended demand in the Arbitration, naming Springtime as a respondent. (Pessah Decl., ¶ 15) Petitioner has demanded that Springtime join in the Arbitration, including as recently as April 1, 2026, but Springtime has refused to join voluntarily, and the Estate has refused to cause Springtime to join voluntarily, despite having "unilateral right and power" over Springtime. (Pessah Decl., ¶ 16) The refusal of the Estate and Springtime to voluntarily arbitrate now necessitates the filing of this Petition.

IV. LEGAL STANDARD

California law favors enforcement of arbitration agreements. CCP § 1281.2 provides that where a party to an arbitration agreement refuses to arbitrate a controversy, the court shall order arbitration of the controversy if it determines that an agreement to arbitrate the controversy exists, subject to certain exceptions. A written agreement to submit a controversy to arbitration is valid and enforceable and, if the arbitration clause is self-executing, a prior court order to arbitrate under section 1281.2 is not necessary. *See, e.g.*, *Tutti Mangia Italian Grill, Inc. v. Am. Textile Maint. Co*., 197 Cal. App. 4th 733, 739-40 (2011); *Mitchum, Jones & Templeton, Inc. v. Chronis*, 72 Cal. App. 3d 596, 600 (1977); *Kustom Kraft Homes v. Leivenstein*, 14 Cal. App. 3d 805, 810 (1971).

Generally, one must be a party to an arbitration agreement to be bound by it or to invoke it, but a nonsignatory to an agreement may be compelled to arbitrate in certain instances. *JSM Tuscany, LLC v. Superior Court*, 193 Cal.App.4th 1222, 1236–1237 (2011). The court, not the arbitrator, has the authority to decide whether a nonsignatory can be compelled to arbitrate. *Benaroya v. Willis*, 23 Cal. App. 5th 462, 489-9 (2018). California courts have identified six theories under which a nonsignatory may be compelled to arbitrate: (a) incorporation by reference; (b) assumption; (c) agency; (d) veil-piercing or alter ego; (e) estoppel; and (f) third-party beneficiary. *Cohen v. TNP 2008 Participating Notes Program*, LLC, 31 Cal.App.5th 840, 859 (2019). *See also*, *Suh v. Superior Court*, 181 Cal.App.4th 1504, 1513 (2010); *UFCW & Emp'rs Benefit Tr. v. Sutter Health*, 241 Cal. App. 4th 909, 919 (2015).

Under the agency theory, courts have determined that compelling nonsignatories to arbitrate requires facts demonstrating the signatory's implicit or express authority to act on behalf of the nonsignatory, and that the agency relationship makes it equitable to compel the nonsignatory agent to arbitrate. *Cohen*, 31 Cal.App.5th at 859–860.

Under the equitable estoppel theory, a nonsignatory is compelled to join arbitration when it receives a "direct benefit" from a contract containing an arbitration clause. *Boucher v. Alliance Title Co., Inc.*, 127 Cal.App.4th 262, 268–269 (2005). A party "cannot have it both ways"—claiming the benefits of a contract while avoiding that contract's dispute-resolution mechanism. *Metalclad Corp. v. Ventana Environmental Organizational Partnership*, 109 Cal.App.4th 1705, 1713 (2003).

Where alter-ego liability is alleged, a nonsignatory may be compelled to join in arbitration upon a showing: (1) of a unity of interest and ownership between the signatory and non-signatory such that their separateness has ceased to exist; and (2) that there would be an inequitable result if the acts in question are treated as those of only one party. *See, e.g.*, *Sonora Diamond Corp. v. Superior Court*, 83 Cal.App.4th 523, 538 (2000); *Mesler v. Bragg Management Co*., 39 Cal.3d 290, 300 (1985); *VirtualMagic Asia, Inc. v. Fil-Cartoons, Inc*., 99 Cal. App. 4th 228, 244 (2002).

Finally, California Code of Civil Procedure Section 1281.2(c) provides an independent statutory basis for joinder. When a party to an arbitration agreement is also a party to litigation with a third party arising out of the same transaction or related transactions, and there is a possibility of conflicting rulings on a common issue of law or fact, the Court may order intervention or joinder of all parties in a single proceeding. *Acquire II, Ltd. v. Colton Real Estate Group*, 213 Cal.App.4th 959, 967–968 (2013).

V. ARGUMENT

A. SPRINGTIME IS BOUND BY THE EXPRESS TERMS OF THE AGREEMENTREQUIRING IT TO PARTICIPATE IN ARBITRATION

Springtime must be compelled to join in the Arbitration because, as an agent or representative of the Estate, the Estate expressly agreed to bind it to the terms of the Agreement. Where an agreement to arbitrate exists, subject to certain exceptions, the Court shall order the petitioner and respondent to arbitration. CCP § 1281.2. If the arbitration clause is self-executing, a court order to arbitrate under CCP § 1281.2 is not necessary. *See, e.g.*, *Tutti Mangia*, *supra*, 197 Cal. App. 4th at 739-40; *Mitchum, supra*, 72 Cal. App. 3d at 600; *Kustom Kraft, supra*, 14 Cal. App. 3d at 810.

Section 10 of the Agreement provides for arbitration of all disputes "arising under or relating to" the Agreement by "final and binding arbitration under the auspices of JAMS […]" (Pessah Decl., Exh. A, Sec. 10) Pursuant to Section 15 of the Agreement, the Estate bound its agents and representatives to the terms of the Agreement, including the arbitration provision, "whether a signatory (t)hereto, or not." (Pessah Decl., Exh. A, Sec. 15) Springtime is indisputably the agent and/or representative of the Estate, based on the repeated, unequivocal statements of the Estate in the Agreement and the Arbitration. (*See, e.g*., Pessah Decl., Exh. A, Sec. 2(e); Exh. E, ¶ 57). Section 10 of the Agreement is self-executing, thereby obligating Springtime to participate in Arbitration, due to the claims brought arising under or relating to the Agreement, and no order of this Court is otherwise necessary. However, Springtime's refusal to submit to the Arbitrator's jurisdiction necessitates such an order, and the Court is obligated to issue such order, pursuant to CCP § 1281.2 ("the court shall order the petitioner and the respondent to arbitrate the controversy"), because none of the exceptions set forth in the statute apply here.

B. SPRINGTIME IS BOUND BY THE ARBITRATION CLAUSE UNDER THE PREEXISTING-RELATIONSHIP AND EQUITABLE ESTOPPEL DOCTRINES BECAUSE IT IS EXPRESSLY NAMED IN THE AGREEMENT AND ITS PERFORMANCE IS INTEGRAL TO THE RIGHTS GRANTED THEREIN

1. The Preexisting-Relationship and Equitable-Estoppel Doctrines

Springtime is bound by the Agreement as a non-signatory due to its relationship with the Estate and the express terms thereof. However, even if such provision is not relied upon by this Court, Springtime is nevertheless subject to compelled joinder to the Arbitration. Where a non-signatory has a sufficiently close preexisting relationship with a signatory such that any separateness has ceased to exist, or where the non-signatory's performance is so integral to the contract that the dispute cannot be adjudicated independently, the non-signatory may be compelled to arbitrate. *See, e.g., Suh, supra*, 181 Cal.App.4th at 1513; *DMS Services, LLC v. Superior Court*, 205 Cal.App.4th 1346, 1352–1353 (2012). Where a plaintiff's claims against the nonsignatory are dependent upon, or inextricably bound up with, the obligations imposed by the contract, equitable estoppel independently bars a party from claiming benefits under a contract while repudiating that contract's arbitration clause. *Metalclad Corp., supra*, 109 Cal.App.4th at 1713; *Goldman v. KPMG LLP*, 173 Cal.App.4th 209, 229–230 (2009).

Here, Springtime is expressly named as an agent and instrumentality of the Estate in the Agreement. Specifically, the Estate covenanted to "cause music publisher Springtime Music to issue a gratis synchronization license" to Petitioner and warranted that it had the "unilateral right and power to cause Springtime to issue the synchronization license […]" (Pessah Decl., Exh. A, Sec. 2(e)) This provision identifies Springtime by name, allocates to it a specific and indispensable performance obligation, and reflects the parties' contemporaneous understanding that Springtime's cooperation was wholly subject to the Estate's direction. This provision further demonstrates Springtime's close and continuous relationship with the Estate, existing well before the execution of the Agreement. Springtime is not an incidental third party - it is a named participant in the contractual scheme.

Moreover, despite securing an arbitral finding that it possesses the right to consummate a deal with the Producer without interference from the Estate, Petitioner faces a renewed challenge from the Estate, who is acting by and through Springtime to meddle with Petitioner's business. Springtime is now threatening to sue Producer unless Producer pays money for a set of rights that Petitioner received in the Agreement. Having lost its fight to deprive Petitioner of consent to consummate a deal with the Producer, the Estate has dispatched Springtime to extract money from the Producer. The same lawyers who represent the Estate in the Arbitration represent Springtime in its scheme to hustle the Producer into paying more money. The lawyers for Estate/Springtime simultaneously claim that Springtime is separate and distinct, a contention that is contradicted by the evidence.

Allowing Springtime to remain outside the Arbitration while asserting licensing rights that the Arbitrator has already found are "sufficiently broad and all-encompassing" for Petitioner to transact with the Producer would produce conflicting outcomes—precisely what § 1281.2(c) is designed to prevent.

C. <u>SPRINGTIME IS BOUND BY THE ARBITRATION CLAUSE AS AN AGENT OF THE ESTATE</u>

1. The Agency Doctrine Extends Arbitration Obligations to Non-Signatory Agents

Under California law, a non-signatory agent is bound by its signatory principal's arbitration agreement with respect to disputes arising from acts taken within the scope of the agency. *See, e.g.,* *Rowe, supra*, 153 Cal.App.4th at 1285("(a) nonsignatory who is the agent of a signatory can even be compelled to arbitrate claims against his will."); *Thomas, supra*, 204 Cal.App.4th at 614–615; *Garcia, supra*, 11 Cal.App.5th at 786–788. This is a bilateral rule: the principal's counterparty may compel the agent to arbitrate claims arising from the same transactions. *Rowe*, 153 Cal.App.4th at 1285–1286. The "chief element" of agency is the principal's right to control the manner of the agent's performance. Civ. Code, § 2295; *Malloy v. Fong*, 37 Cal.2d 356, 370 (1951).

2. The Record Establishes a Textbook Agency Relationship

The agency relationship between the Estate and Springtime is established by undisputed and indisputable evidence. As Springtime's sole President, Secretary, Treasurer, and Director, the Estate (acting through Mayoras) possesses plenary authority over every aspect of Springtime's business decisions. The Estate's own counsel, Michael Sukin, declared that Springtime is the Estate's "wholly owned music publishing company" acting as the licensing vehicle through which the Estate exercises music publishing rights. (Pessah Decl., Exh. D, ¶¶ 1, 13) Sukin further declared that the Estate possessed the "absolute right" to deny the license at issue because the license had to issue from "the Estate's music publisher Springtime Music." (*Id*. at ¶ 17) There can therefore be no dispute that Springtime is an agent of the Estate.

Moreover, the Agreement itself expressly confirms the agency relationship: the Estate represents that it has the "***unilateral right and power to cause Springtime to issue***" synchronization licenses, as an acknowledgment of the right of control that defines agency. (Pessah Decl., Exh. A, Sec. 2(e)) The Estate's attorneys, Sukin Colton, also executed Springtime's post-Interim Award solicitation to the Licensee, further reinforcing the Estate's involvement in and direction of Springtime's conduct. Springtime's entire involvement in this dispute—its claimed synchronization rights, its post-Interim Award solicitation of and threats against the Licensee, and its interference with Petitioner's contractual relationships—flows directly from, and cannot be adjudicated independently of, the Agreement.

D. SPRINGTIME IS THE ALTER EGO OF THE ESTATE AND IS THEREFORE BOUND BY THE ESTATE'S ARBITRATION OBLIGATION

1. Unity of Interest and Ownership Is Complete

The unity of interest and ownership between the Estate and Springtime is undeniably complete and total. The Estate has already admitted that it wholly owns and controls Springtime, including holding every corporate office of Springtime—President, Secretary, Treasurer, and Director—simultaneously. (See, RJN, Exh. A.) Andrew Mayoras is simultaneously the Estate's personal representative and Springtime's registered agent. (*Id*.) The Estate and Springtime share the same litigation counsel (Brian Caplan and Jon Colman), including with respect to pre-litigation negotiations, the Arbitration, and the post-Interim Award solicitation of the Producer. The Agreement itself treats Springtime as an instrument of the Estate, wholly subject to its unilateral direction. There is no evidence that Springtime engaged in any independent board or officer action, or sought legal advice separate from the Estate's counsel at any relevant time. The entities speak with one voice because they are one and they have only one voice.

Courts have found alter ego where there exists identical equitable ownership in the two entities, the use of the same offices and employees, the use of one as a mere shell or conduit for the affairs of the other, and identical directors and officers. Sonora, supra, 83 Cal.App.4th at 539–540. Here, the picture is complete: (a) the Estate holds every one of Springtime’s corporate offices simultaneously, (b) Andrew Mayoras is the personal representative of the Estate and the agent for service of process for Springtime, (c) the attorneys who represent the Estate in this Arbitration executed Springtime's post-Award solicitation of the Producer, and (d) Springtime is, in fact, wholly owned and controlled by the Estate, rendering it a mere conduit for the Estate’s affairs. (Pessah Decl., Exh. A, Sec. 2(e), Exh. C, ¶¶ 24-5, Exh. D, ¶ 1, 13, Exh. E, ¶ 57; RJN, Exh. A) Accordingly, the unity of ownership and interest between the two is complete and unmistakable, and the first prong of the alter ego test is satisfied.

2. Adherence to Corporate Separateness Would Promote An Inequitable Result

The second prong of the alter ego test concerns whether the tribunal's adherence to the corporate separateness of the alter egos would promote an inequitable result. *See, e.g.*, *Sonora, supra*, 83 Cal.App.4th at 538–9; *Mesler, supra*, 39 Cal.3d at 300; *VirtualMagic Asia, supra*, 99 Cal. App. 4th at 244. This second prong is satisfied on at least three independent grounds.

First, the Emergency Arbitrator enjoined the Estate from withholding consent and from unreasonably interfering with Petitioner's right to consummate the Producer's Offer. (Pessah Decl., Exh. E. at p. 19) Despite the order, and contrary to its own open declaration that no license would ever be issued by Springtime in connection with the Producer's Offer, the Estate deployed Springtime—with actual notice of the Interim Award and through the Estate's own attorneys—to demand an identical sum from the same producers for the same license as the then-consummated Producer's Offer. (Pessah Decl., ¶ 13-4; Exh. E, ¶ 57) In doing so, the Estate sought to accomplish through Springtime precisely what the Interim Award forbid the Estate to do directly. Employing Springtime, its wholly owned and controlled agent and instrument, the Estate expressly sought to circumvent an arbitral injunction - a paradigmatic use of the alter-ego doctrine.

Second, the Estate induced the Interim Award, at least in part, by representing and declaring that Springtime would never issue the synchronization license needed to consummate the Producer's Offer, ***despite Springtime not being a party to the Agreement or the Arbitration***. (Pessah Decl., Exh. E, ¶ 57) The Estate unequivocally spoke for Springtime and weaponized its anticipatory non-compliance and misconduct as a sword to resist relief during the Application hearing. Having done so, neither the Estate nor Springtime can now invoke Springtime's purported separateness as a shield against the Interim Award or the consequences of their actions. This is the classic inconsistent-position injustice the alter-ego doctrine condemns.

Third, Petitioner paid a significant sum for rights the Estate warranted it owned exclusively. If those representations were true, then Springtime's parallel demand that the Licensee pay it for a synchronization license is an extortion scheme enabled by the corporate fiction. If such representations were false, Petitioner was defrauded into consenting to the Agreement. In either case, allowing the Estate to exploit Springtime's separate existence to nullify the Interim Award would be manifestly unjust. Absent joinder of Springtime into the Arbitration, Petitioner faces duplicate litigation, conflicting rulings, and secondary liability to the Licensee - all costs flowing directly from the Estate's use of Springtime, its alter ego, as a corporate shield.

Therefore, were a tribunal to adhere to the fiction of the separateness of the Estate and Springtime, the result would be deeply inequitable and unjust to Petitioner.

E. JOINDER IS INDEPENDENTLY REQUIRED UNDER § 1281.2(c) TO AVOID INCONSISTENT RULINGS AND TO OBTAIN COMPLETE RELIEF

Even if none of the independently sufficient theories above were satisfied, which they all are, CCP § 1281.2(c) provides a freestanding and appropriate basis for compelling Springtime's joinder to the Arbitration. Springtime and/or the Estate has asserted—through the Estate's counsel—that only Springtime may grant the synchronization license needed for Petitioner to consummate the Producer's Offer, and threatened the Producer with litigation to enforce that position. If a California court were to adjudicate any portion of Petitioner's dispute with the Estate and Springtime separately from the Arbitration, it could reach findings inconsistent with the Emergency Arbitrator's already-issued conclusions that Petitioner's rights are "sufficiently broad and all-encompassing" to consummate the Producer's Offer. The Interim Award, and a final award based thereupon, would be rendered a nullity.

Without Springtime's joinder in the Arbitration, complete relief is impossible. Furthermore, the Estate will continue to direct Springtime's misconduct otherwise forbidden under the Interim Award, and interfere with Petitioner's contractual rights, resulting in continuing injury. Moreover, certain claims brought against the Estate and Springtime jointly could be decided differently in different venues, resulting in conflicting rulings. These paradigmatic circumstances alone warrant joinder under CCP § 1281.2(c).

VI. PRAYER FOR RELIEF

WHEREFORE, Petitioner Amazing Grace Movie, LLC respectfully requests that this Court issue an order:

1. Compelling Respondent Springtime Publishing, Inc. to submit to, and participate as a joined respondent in, JAMS Arbitration, Ref. No. 5345000713, pursuant to the express provisions

of the Agreement, the doctrines of preexisting relationship, agency, and/or alter ego, and/or the application of California Code of Civil Procedure § 1281.2;

2. Alternatively, ordering Springtime Publishing, Inc.'s intervention or joinder in a single proceeding, including the pending Arbitration, to avoid conflicting rulings on common issues of law and fact, pursuant to CCP § 1281.2(c);

3. Staying any separate civil action or proceeding brought by or against Springtime Publishing, Inc. concerning the rights at issue in or relating to the subject matter of the Arbitration, whether now in existence or which may be asserted after the date hereof, pending completion of the Arbitration, pursuant to Code of Civil Procedure § 1281.2(d);

4. Declaring that Springtime Publishing, Inc., as an agent, alter ego, and instrumentality of the Estate, is bound by the Agreement, and therefore also bound by the Interim Award dated November 18, 2025, and that Springtime may not take any action inconsistent with the Interim Award;

5. Awarding Petitioner reasonable attorneys' fees and costs incurred in connection with this Petition; and

6. Granting Petitioner such other and further relief as this Court deems just and proper.

DATED: April 3, 2026 PESSAH LAW GROUP, PC

/s/ Eli Melamed

Eli Melamed, Esq.
Attorneys for Petitioner
AMAZING GRACE MOVIE, LLC

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Trial Attorney - Employment Rights...

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I'm pleased to announce that last week, an Oakland County jury returned a verdict in favor of my client, Charles McKelvie and his law firm, McKelvie, McKelvie, Yee & Epacs.

We represented Charlie in a dispute over unpaid legal fees arising from his representation of Kecalf Franklin in the probate proceedings involving Aretha Franklin's estate. Mr. McKelvie undertook that representation pursuant to a hybrid hourly/contingency fee agreement. During the course of that engagement, he successfully obtained admission of a 2014 handwritten will into probate—an outcome that significantly increased Mr. Franklin's inheritance.

After the representation concluded, a fee dispute arose. Mr. Franklin asserted claims for breach of contract and breach of fiduciary duty. After extensive litigation and trial those claims were dismissed on directed verdict. On our claims for breach of contract, the jury ultimately awarded Mr. McKelvie the full amount of his outstanding bill: $487,933.50.

While this could be viewed as a straightforward breach-of-contract case, the verdict reflects something more important. Enforcing lawful fee agreements allows attorneys like Charlie to represent clients who may not be able to pay a substantial retainer upfront. That means that everyone can get access to our courts, not just the Bezoses and Musks of the world.