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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]*

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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. <u>Arbitration and Interim Award</u>

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);
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> ***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);
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> ***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. <u>JOINDER IS INDEPENDENTLY REQUIRED UNDER § 1281.2(c) TO AVOID INCONSISTENT RULINGS AND TO OBTAIN COMPLETE RELIEF</u>

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. <u>PRAYER FOR RELIEF</u>

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