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