

Timeline of Key Events in Alan Elliott's Dispute with Warner Bros. Over *Amazing Grace*

This timeline outlines **Warner Bros.'** actions, contractual breaches, and alleged collusion, recently brought to light by **Steve Spira's** 2024 deposition testimony, implicating many, if not all, of **Warner Bros./Spira's** legal staff, that hindered Alan Elliott's efforts to release the film *Amazing Grace*. It incorporates the origins of the film, contractual disputes, legal battles, and key allegations against **Warner Bros.**, with the recent revelations potentially restarting the tolling of the statute of limitations due to the extent and deliberate concealment of their adverse behavior.

1967–1972: Origins of the Film

- **1967:** Aretha Franklin signs a recording contract with Atlantic Records, which is later sold to **Warner Bros.**
- **1968:** Franklin renegotiates a comprehensive "personal services contract" with **Warner Films** and Atlantic Records.
- **January 1972:** **Warner Bros.** hires Sydney Pollack to direct *Amazing Grace* under a work-for-hire agreement, as evidenced by internal memos that explicitly state this arrangement.
- **February 1, 1972:** Pollack hires choir director Alexander Hamilton to address audio-video syncing issues.
- **March 14, 1972:** Production ends due to unresolved technical difficulties. Pollack is paid \$1,500 for his services, further solidifying his work-for-hire status.
- **August 1972:** The *Amazing Grace* LP is released by Atlantic Records, with liner notes mentioning Pollack's film.
- **September 1972:** **Warner Bros.** "writes off" the film due to technical issues. **However, internal memos reveal Warner Bros.' original plans for the film, including potential pairings with movies like *Super Fly*, highlighting the film's perceived value even then.**

2007–2013: Revival and Contractual Issues

- **April 9, 2007:** Alan Elliott contacts Sydney Pollack to discuss reviving the film.
- **October 18, 2007:** Elliott meets with lawyer Steve Kaitz to facilitate a deal between Pollack, Ari Emanuel (CEO of WME), and **Warner Bros.**
- **December 11, 2007:** Elliott receives the initial quitclaim for the film, gaining ownership of all assets. The quitclaim obligates **Warner Bros.** to provide all documents related to the "Aretha Franklin project" (the working title for *Amazing Grace*) and to execute documents to officially transfer rights in the U.S. Copyright Office.
- **December 2007:** **Warner Bros.** fails to locate Franklin's personal service contract, a key document that would have prevented future legal disputes.
- **February 21, 2008:** **Warner Bros.** finds Franklin's contract but withholds it from Elliott for 5.5 years, hindering his ability to address legal challenges and contributing to Franklin's later lawsuit against Elliott.
 - **Spira's Testimony:** **Warner Bros. President Steve Spira** later claims he does not recall concerns about the missing contract, contradicting internal actions.
- **May 26, 2008:** Sydney Pollack passes away.
- **June 5, 2008:** Elliott meets Barry Tyerman, who reveals that **Warner Bros.** assisted him in trying to acquire the film rights, despite Elliott's ownership.
- **October 28, 2010:** Elliott secures \$75,000 from Sundial Pictures (set up by WME) for editing the film.
- **November 2, 2010:** Elliott signs a revised quitclaim agreement, granting **Warner Bros.** a 5% gross participation in the film's profits. This concession was made in exchange for **Warner Bros.'** assistance in clearing legal hurdles, highlighting the challenges Elliott faced due to **Warner Bros.'** earlier actions.

- **June 2011:** Editing of *Amazing Grace* begins.
- **August 12, 2011:** Editing concludes.
- **August 2011:** Aretha Franklin sues Elliott, claiming there was no contract allowing the film's release. This lawsuit could have been avoided if **Warner Bros.** had provided Elliott with Franklin's personal service contract in a timely manner, as it clearly outlined her consent for the filming and potential release. The contract was the basis for **Warner Bros.'** own use of the footage in previous projects.
- **January 12, 2012:** Franklin and Elliott sign a statement promising good faith negotiations.
- **December 14, 2012:** Elliott signs another revised quitclaim, increasing **Warner Bros.'** 5% gross participation in the film. This further emphasizes the ongoing challenges Elliott faced due to **Warner Bros.'** actions.
- **August 16, 2013:** **Warner Bros.** finally provides Elliott with Franklin's personal service contract, 5.5 years after finding it. This contract confirms Franklin's consent and undermines her previous lawsuit, highlighting the unnecessary delays and legal costs incurred by Elliott due to **Warner Bros.'** withholding of crucial information.

2014–2018: Editing, Legal Battles, and Sabotage

- **September 4, 2014:** Elliott meets with Barry Tyerman and Jim Jackoway about a possible music publishing venture with WME.
- **April 2015:** Elliott informs Rick Levy, Franklin's agent, of the film's planned premiere at the Telluride Film Festival.
- **September 4, 2015:** Franklin secures a 14-day injunction against the film's premiere, based on the 2011 settlement agreement. This legal challenge could have been prevented if **Warner Bros.** had provided the contract earlier, proving Franklin's consent.
- **September 2015:** Lionsgate Films purchases the film after the Toronto Film Festival, but the deal collapses due to Tyerman's interference.
- **March 14, 2016:** Lawyer Linda Burrow writes to Tyerman, detailing the meritlessness of his claims.
- **April 14, 2016:** Lawyer Michael Donaldson opines that Pollack's work was a "work made for hire," meaning his estate has no rights to the film.
- **May 17, 2016:** WME offers Tyerman a courtesy payment, excluding Pollack's name.
- **May 27, 2016:** Elliott pivots to Concord Music Group after the Lionsgate deal falls through.
- **2016 (Around Telluride Film Festival):** Franklin again threatens legal action to prevent the film's screening, causing further delays and uncertainty for Elliott. This recurring issue highlights the lasting impact of **Warner Bros.'** initial failure to provide the contract.
- **August 16, 2018:** Aretha Franklin passes away. Graham Taylor (President of Endeavor Content) informs Elliott of an "eight-figure offer" for the film, which later disappears.
- **September 17, 2018:** **Warner Bros.** sends a letter claiming the film's rights have reverted to them, despite Elliott fulfilling his obligations. This aggressive move demonstrates **Warner Bros.'** intent to reclaim the film after its successful premiere and box office potential became evident.
- **September 19, 2018:** Elliott reaches a \$1.1 million + 10% deal with the Franklin estate.
- **September 21, 2018:** WME's Liesl Copland informs Elliott that the eight-figure offer is no longer available and pivots to potential buyers A24, MGM, and Neon.
- **November 5, 2018:** Barry Tyerman threatens production and WME regarding the film's release.
- **November 12, 2018:** The film premieres at DOC NYC.
- **November 13, 2018:** **Warner Bros.** demands a new quitclaim covering Pollack and insists on Elliott signing it before accepting a \$35,000 payment owed to him. They also attempt to renegotiate their gross participation, demanding a higher percentage. This further demonstrates their bad faith negotiations and attempts to exploit Elliott's vulnerable position.
- **November 19, 2018:** **Warner Bros.** passes on distributing the film while still demanding the \$35,000 payment, which is not yet due per the agreement.
- **November 28, 2018:** **Warner Bros.** informs Elliott that Tyerman is claiming Pollack's work was not work-for-hire, despite knowing this to be false. Evidence emerges of collusion between

Tyerman and **Warner Bros.**, with Tyerman using the false claim to assert ownership rights and **Warner Bros.** supporting his efforts.

- **December 3, 2018:** Elliott pays **Warner Bros.** the \$35,000, even though it's not yet contractually due, highlighting the financial pressure he faced due to their actions.
- **December 5, 2018:** Elliott receives a letter from Dale Kinsella (Tyerman's litigator) threatening a lawsuit.
- **December 6, 2018:**
 - Elliott meets with Hiscox Insurance to address Tyerman's claims.
 - Elliott discusses distribution options with Richard Abramowitz of Abramorama, expressing concerns about WME's conflict of interest.
- **December 7, 2018:**
 - Morning: Elliott, John Boyd (Elliott's lawyer), Tom McGuire, and Joe Boyd agree not to announce the Neon deal until insurance issues are resolved.
 - 2:18 PM PST: Elliott emails Liesl Copland, instructing her not to release the press announcement.
 - 2:29 PM PST: Despite Elliott's instructions, a press release announcing the Neon deal is published by Deadline Hollywood.
 - 3:19 PM PST: Elliott demands an immediate retraction, but none is issued.
 - Evening: **Warner Bros.** reveals to Tom McGuire the existence of an internal memo from Pollack instructing the studio to give Elliott the film materials, but refuses to provide it, further demonstrating their intent to conceal evidence.
- **December 12, 2018:** **Dan Furie** contradicts his previous statement, falsely claiming there's no record of Pollack's involvement beyond Elliott's outline.

2019–2024: Final Legal Battles and Document Disclosures

- **January 22, 2019:** Dale Kinsella claims ownership of the film on behalf of the Pollack estate.
- **February 11, 2019:** Franklin estate representative Rick Levy reveals that Tyerman has been interfering with the estate deal.
- **March 1, 2019:** John Boyd informs Elliott that the Franklin estate has been threatened by Tyerman.
- **March 4, 2019:** Producer Tirrell Whittley confirms Tyerman's interference with the Franklin estate.
- **April 4, 2019:** Dale Kinsella sends a final letter claiming ownership of the film. Elliott's lawyers decide not to respond.
- **January 4, 2024:** **Steve Spira (Warner Bros. President)** submits a declaration under oath, seemingly crafted with the legal department, to undermine Elliott's case. This suggests a coordinated effort within **Warner Bros.** to present a potentially inaccurate narrative.
- **January 30, 2024:** **Warner Bros.** finally provides Elliott's lawyers with **730 pages** of documents they were obligated to deliver in 2007 under the quitclaim agreement. These documents reveal:
 - **Warner Bros.'** bad faith dealings and potential collusion with Tyerman.
 - Internal acknowledgment that Pollack was a work-for-hire director, undermining Tyerman's claims.
 - Evidence that could potentially reset the statute of limitations on certain claims against **Warner Bros.**, as Elliott was misled about their true intentions and actions.
 - **Warner Bros.** redacts portions of a 2007 email from **Zazi Pope** before sharing it with Elliott.
 - **Spira's Testimony:** **Spira** admits reviewing the redacted email but claims no memory of redacted content.
- **January 31, 2024:** **Steve Spira's** deposition in the Tyerman lawsuit further exposes **Warner Bros.'** actions and knowledge, confirming their collusion with Tyerman and attempts to undermine Elliott's ownership. **Spira's** admissions about Pollack's work-for-hire status and his reliance on information from others, particularly **Wayne Smith** and the legal department, raise concerns about **Warner Bros.'s** conduct and truthfulness.
- **December 12, 2023:** Tom McGuire's deposition in the Tyerman case confirms the existence of

- the eight-figure offer, contradicting Liesl Copland's prior statements.
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Key Allegations Against Warner Bros.

1. **Breach of Quitclaim Agreement:**
 - Withheld Franklin's contract for 5.5 years, leading to lawsuits and delays.
 - Failed to disclose Pollack's memo instructing **Warner Bros.** to give Elliott materials from 2007.
 - Reneged on payment terms, demanding \$35,000 upfront despite contractual obligations.
 - Falsely denied Pollack's involvement (e.g., **Dan Furie's** 2018 statement).
 - Failed to disclose documents subpoenaed in 2018, depriving Elliott of critical evidence.
2. **Collusion with Barry Tyerman:**
 - Supported Tyerman's false claim that Pollack was not a work-for-hire director, despite internal memos proving otherwise.
 - Allowed Tyerman to use **Warner Bros.** resources (legal counsel, documents) to challenge Elliott's ownership.
 - Concealed Tyerman's efforts from Elliott, undermining his negotiations.
 - Collaborated with Tyerman's legal team (Sasha Frid, Colin Rolfs) to challenge Elliott's ownership.
 - Supported Tyerman's false claims about Pollack's status despite internal evidence.
3. **Bad Faith Negotiations:**
 - Repeatedly altered quitclaim terms (e.g., demanding new clauses covering Pollack).
 - Made misleading statements about Pollack's role and document availability.
 - Refused to negotiate in good faith, prioritizing Tyerman's interests over Elliott's.
4. **Additional Claims:**
 - Tortious Interference: Blocked distribution deals (e.g., Lionsgate collapse).
 - Fraudulent Misrepresentation: Misled Elliott about Pollack's work-for-hire status.
 - Unjust Enrichment: Profited from Elliott's work via amended quitclaims based on false claims.
 - Civil Conspiracy: Coordinated with Tyerman to deprive Elliott of ownership.
 - Evidence Tampering: Redacted key portions of documents (e.g., **Zazi Pope's** 2007 email) to obscure damaging information.
 - Fraudulent Misrepresentation: **Spira's** false testimony about **Warner Bros.'** awareness of Franklin's contract and Pollack's memo.
 - Tortious Interference: Blocked distribution deals (e.g., Lionsgate, Neon) through Tyerman's interference.

Key Evidence

- Quitclaim agreements outlining **Warner Bros.**' obligations.
- Internal memos confirming Pollack's work-for-hire status.
- Emails between **Warner Bros.**, Tyerman, and Elliott proving collusion.
- Deposition testimony (**Steve Spira**, Barry Tyerman) exposing false claims.
- Pollack's 2007 memo discovered in 2018, withheld from Elliott.
- Withheld Documents: Franklin's contract, Pollack's 2007 memo, and 730 pages of subpoenaed materials.
- Redacted Communications: 2007 email from **Zazi Pope**.
- Deposition Testimony: **Spira's** admissions of collaboration with Tyerman's lawyers and ignorance of critical documents.

Damages Sought

- Financial Losses: Missed distribution opportunities, legal fees, reduced profits.
- Emotional Distress: Stress from prolonged legal battles and reputational harm.
- Punitive Damages: For **Warner Bros.**' egregious misconduct and collusion.

Key Individuals Involved

- Alan Elliott: Producer/Owner of *Amazing Grace*.
- **Warner Bros. Executives: Steve Spira (President), Dan Furie (Senior VP), Wayne Smith (Legal Department).**
- Sydney Pollack Estate: Barry Tyerman (Attorney), Dale Kinsella (Litigator).
- Aretha Franklin Estate: Sabrina Owens (Executor).

Conclusion

Warner Bros.' actions—breach of contract, collusion, and bad faith—caused significant financial and emotional harm to Elliott. The evidence supports claims for compensatory and punitive damages, reflecting **Warner Bros.**' systemic misconduct. The deliberate withholding of crucial documents, false statements, and collusion with Tyerman not only delayed the release of *Amazing Grace* but also caused unnecessary legal battles and financial losses for Elliott. The recent disclosure of withheld documents may provide new avenues for legal action against **Warner Bros.**, potentially resetting the statute of limitations on certain claims due to their deceptive practices.