

## Timeline of Key Events in Alan Elliott/Amazing Grace Movie LLC v. WME/Endeavor Content/William Morris

This timeline summarizes the legal and business disputes surrounding the "Amazing Grace" film, highlighting **WME/Endeavor Content's** actions and breaches of fiduciary duty as both agent and production company. It focuses on instances where **WME/Endeavor Content** hindered Alan Elliott's efforts, prioritized their own interests, and subsequently abandoned their responsibilities to the film and client. The timeline further illustrates how **WME/Endeavor Content's** initial valuation of the film, followed by their abrupt devaluation and withdrawal of support, left both the film and Elliott vulnerable to exploitation and financial losses.

---

### 1967-1972: Origins of "Amazing Grace"

- **1967:** Aretha Franklin signs a recording contract with Atlantic Records, which is later sold to Warner Bros.
  - **1968:** Franklin renegotiates a three party "personal services contract" with Warner Films and Atlantic Records.
  - **January 1972:** Sydney Pollack, hired by Warner Films, begins production of the "Amazing Grace" concert film.
  - **March 14, 1972:** Production ends due to unresolved technical difficulties. Pollack's production company is paid \$1,500 as a work for hire, and the film is shelved.
  - **August 1972:** The "Amazing Grace" LP is released by Atlantic Records, with liner notes mentioning Pollack's film.
  - **September 1972:** Warner Films writes off the film due to technical issues.
- 

### 2007-2010: Revival of the Project

- **April 9, 2007:** Alan Elliott contacts Sydney Pollack to discuss reviving the film.
  - **December 11, 2007:** Elliott acquires the rights to the "Amazing Grace" footage from Warner Bros. in a deal negotiated by **WME's Ari Emanuel**.
  - **February 1, 2008:** Warner Bros. located Franklin's contract and, despite Warner's contractual obligation to do so, failed to share it with Elliott or **WME**. The contract permits the film's release and contains an indemnification letter from Atlantic to Warner Films to address any potential future issues with Franklin.
  - **May 26, 2008:** Sydney Pollack passes away.
  - **June 5, 2008:** Elliott meets with Barry Tyerman, Pollack's attorney, who refuses to share documents related to Pollack's involvement.
  - **October 28, 2010:** Elliott secures \$75,000 from Sundial Pictures (set up by **WME/Endeavor Content**) for editing the film.
- 

### 2011-2015: Editing and Legal Challenges

- **August 12, 2011:** Editing concludes.
- **August 2011:** Aretha Franklin sues Elliott, claiming no Warner Brothers/Atlantic contract exists. A private settlement is reached whereby Franklin and Elliott agree to good faith negotiations.
- **August 16, 2013:** Warner Bros. sends Elliott Franklin's personal service contract, affirming legal permission to release the film.
- **September 4, 2014:** Elliott meets with Barry Tyerman and Jim Jackoway about a possible music publishing venture with **WME/Endeavor Content**.
- **January 2015:** The film is asked to premiere at the Telluride Film Festival.

- **September 4, 2015:** Franklin obtains a 14-day injunction, delaying the film's release.
  - **September 2015:** Lionsgate Films purchases the film after the Toronto Film Festival, but the deal collapses due to Tyerman's interference.
- 

### 2016-2018: Legal Battles and Distribution Efforts

- **August 16, 2018:** Aretha Franklin passes away. **Graham Taylor** (President of **Endeavor Content**) gives Elliott an "eight-figure offer" for the film. Elliott agrees.
  - **September 17, 2018:** Warner Bros. claims the rights to the film have reverted to them.
  - **September 19, 2018:** Elliott shows film to Franklin family and reaches a \$1.1 million + 10% deal with the Franklin estate.
  - **September 21, 2018:** **WME/Endeavor Content's Liesl Copland** informs Elliott that **WME's** eight-figure offer is no longer available but gives no reason.
  - **November 5, 2018:** Barry Tyerman threatens production and **WME/Endeavor Content** regarding the film's release.
  - **November 12, 2018:** The film premieres at DOC NYC.
  - **November 28, 2018:** **WME/Endeavor Content's Tom McGuire** informs Elliott that Tyerman has hired a litigation team to claim Pollack's work was not a "work made for hire."
  - **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 Kinsella/Tyerman's claims.
    - Elliott discusses distribution options with Richard Abramowitz of Abramorama, expressing concerns about **WME/Endeavor Content's** conflict of interest.
  - **December 7, 2018:**
    - **Morning:** The film opens in New York at the Film Forum. It sells out a week's run in two hours, breaking the box office record.
    - **Late 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 Neon press announcement.
    - **2:29 PM PST:** Despite Elliott's instructions, **Copland** allows a press release announcing a Neon deal, published by Deadline Hollywood.
    - **3:19 PM PST:** Elliott demands an immediate retraction, **Copland** ceases responding to phone calls and emails. No retraction is issued.
    - **Evening:** **Copland** tells the producers that unless Elliott agrees to the deal with Neon, no other offers will come. **Copland** informs potential buyers that the film is sold to Neon.
- 

### 2020-2023: Neon, Legal Issues

- **2000-present:** With Neon, **WME/Endeavor Content** refuses to collect payments or advocate on behalf of the production. With all other territories (Neon only had North America rights, **WME/Endeavor Content** sold the rest of the world territory-by-territory), **WME/Endeavor Content** goes almost completely silent.
- **2000-present:** **WME/Endeavor Content** failure to provide necessary assistance or services, including collections, negotiations for additional items like DVD extras, and legal support, with respect to Neon, resulted in extended legal battles between Elliott and both Neon and Tyerman.
- **December 12, 2023:** **Tom McGuire's** deposition in the Tyerman case confirms the existence of **WME/Endeavor Content's** eight-figure offer, directly contradicting **Liesl Copland's** previous assertions to Elliott's counsel John Boyd and others that no such offer had been made.
- **January 8, 2024:** **Graham Taylor** knowingly provided false written testimony under oath in the Tyerman case, despite being informed of its inaccuracy by **Amos Newman** of **WME/Endeavor Content**. This perjury harmed Elliott's legal and financial position by undermining his claims and

bolstering the opposing side's arguments, potentially resulting in financial losses and reputational damage.

---

## Key Allegations Against WME/Endeavor Content

### 1. Breach of Fiduciary Duty:

- **WME/Endeavor Content** breached its fiduciary duty to Elliott by:
  - Failing to disclose Tyerman's interference and its impact on potential buyers.
  - Misrepresenting the financial stability and intentions of Neon.
  - Rushing into a deal with Neon without Elliott's consent.
  - Failing to collect payments from Neon.
  - Placing its own interests and/or the interests of Tyerman or Warners above those of Elliott, potentially due to the inherent conflict of interest created by its dual role as both distributor and agency.
  - Providing misleading information through **Liesl Copland**, hindering Elliott's ability to discover the truth and pursue his legal rights.
  - Failing to adequately market and shop the film to the highest bidder, potentially due to the conflict of interest between **WME/Endeavor Content's** representation and production roles.
  - Disregarding explicit instructions from Elliott, his legal counsel John Boyd, and **Tom McGuire** regarding the Neon press release, demonstrating a blatant disregard for Elliott's interests and autonomy.
  - Failing to disclose to Elliott that Tyerman's threats were precluding an open market and affecting the sale price.
  - Failing to disclose the ramifications of Tyerman's activities to Elliott.

### 2. Conflict of Interest:

- **WME/Endeavor Content's** actions were further tainted by the inherent conflict of interest arising from its dual role as agent and producer/distributor. This conflict compromised **WME/Endeavor Content's** ability to act solely in Elliott's best interests and prioritize maximizing the film's value.

### 3. Fraudulent Misrepresentation:

- **WME/Endeavor Content** made false statements and promises to Elliott, including:
  - The existence of **WME/Endeavor Content's** "eight-figure offer."
  - Neon's ability and willingness to fulfill its obligations.
  - Neon's commitment to extensive marketing and promotion efforts.
  - The denial of the **WME/Endeavor Content's** eight-figure offer through **Liesl Copland's** continual false statements over years to the client and his lawyer John Boyd.
  - Misrepresenting Neon's financial stability.

### 4. Tortious Interference with Prospective Economic Advantage:

- **WME/Endeavor Content's** actions, including the premature announcement of the Neon deal, the disclosure to the marketplace of Tyerman's threats, and the failure to adequately market the film, interfered with Elliott's potential business relationships and opportunities with other licensors.

### 5. Aiding and Abetting Fraud/Perjury:

- **Graham Taylor** knowingly made a false declaration under oath on behalf of Tyerman, demonstrating **WME/Endeavor Content's** willingness to prioritize other interests over Elliott's and their disregard for the truth.

---

## Key Evidence

- **Tom McGuire's** deposition testimony confirming the eight-figure offer.
- **Email communications** from December 7, 2018, instructing **Liesl Copland** not to release the

press announcement.

- **Documentation of Tyerman's interference** and its impact on potential buyers.
  - **Evidence of WME/Endeavor Content's** conflict of interest, including their dual role as agent and producer/distributor.
- 

#### **Damages Sought by Elliott**

- **Compensatory damages** for financial losses, including the film's reduced sale price (estimated market value: \$20–25 million).
  - **Punitive damages** for **WME/Endeavor Content's** egregious conduct.
  - **Other relief** deemed just and proper by the court.
- 

#### **Key Points Regarding WME/Endeavor Content's Handling of the Film**

- **Conflict of Interest: WME/Endeavor Content's** actions demonstrate a conflict of interest that hindered Elliott's ability to maximize the film's potential.
  - **Failure to Shop the Film to the Highest Bidder: WME/Endeavor Content's** did not disclose the impact of Barry Tyerman's interference with potential buyers, which prevented the film from being shopped to the highest bidder.
  - **Preventing Elliott from Making Money: WME/Endeavor Content's** did not allow Elliott to self-release the film and released a press release with Neon after specific instructions not to, announcing the film had been sold. This announcement prevented other buyers from bidding.
  - **Prioritizing Commission over Client's Interest: WME/Endeavor Content** opted to sell the film to Neon, securing a commission for themselves, rather than supporting Elliott's alternatives, eg: potential partnership with Abramorama. This choice prevented Elliott from retaining ownership and pursuing a potentially more profitable entrepreneurial distribution strategy (eg: owning SVOD, iTunes, DVD revenue).
- 

#### **List of Key People Involved**

- **Alan Elliott:** Producer/Owner of "Amazing Grace"
  - **Team Amazing Grace:** Joe Boyd (Producer), John Boyd (Lawyer), Ezra Doner (Lawyer for Neon deal), Rob Johnson (Producer), Spike Lee (Producer), Todd Musburger (Lawyer), Tirrell Whittley (Producer), Joseph Woolf (Producer)
  - **WME/Endeavor Group Holdings:** **Ari Emanuel** (CEO), **Graham Taylor** (CEO of Endeavor Content), **Tom McGuire** (Head of Business Affairs), **Liesl Copland** (Agent), **David Wirschafter**(Agent), **Kevin Iwashina** (Endeavor Content)
  - **Franklin Family Estate:** Sabrina Owens (Executor), David Bennett (Lawyer), Arnold Reed (Lawyer)
  - **ICM:** Rick Levy (General Counsel), Maarten Kooij (General Counsel), Bart Walker (Agent for Spike Lee)
  - **Warner Bros.:** Steve Spira (President Worldwide Business Affairs), Dan Furie (Senior Vice President Business Affairs), Toby Emmerich (Chairman of Warner Bros. Pictures Group)
  - **Sydney Pollack Estate:** Barry Tyerman (Pollack's Attorney), Dale Kinsella (Litigator), Becky Pollack (Daughter), Rachel Pollack (Daughter)
  - **Other Key Players:** Richard Abramowitz (Abramorama), Tom Quinn (Neon), Ted Sarandos (Netflix)
- 

#### **Causes of Action**

1. **Breach of Fiduciary Duty:**

- **WME/Endeavor Content's** breached its fiduciary duty to Elliott by:
    - Failing to disclose Tyerman's interference and its impact on potential buyers.
    - Misrepresenting the financial stability and intentions of Neon.
    - Rushing into a deal with Neon without Elliott's consent.
    - Failing to collect payments from Neon.
    - Prioritizing its own interests or those of Tyerman over Elliott's, potentially driven by the inherent conflict of interest arising from its dual role.
    - Providing misleading information through **Liesl Copland**, hindering Elliott's ability to discover the truth and pursue his legal rights.
    - Failing to adequately market and shop the film to the highest bidder, potentially due to the conflict of interest between their representation and production roles.
    - Failing to disclose to Elliott that Tyerman's threats were precluding an open market and affecting the sale price.
    - Failing to disclose the ramifications of Tyerman's activities to Elliott.
  - 2. **Conflict of Interest:**
    - **WME/Endeavor Content's** actions were further tainted by the inherent conflict of interest arising from its dual role as agent and producer/distributor. This conflict compromised **WME/Endeavor Content's** ability to act solely in Elliott's best interests and prioritize maximizing the film's value.
  - 3. **Fraudulent Misrepresentation:**
    - **WME/Endeavor Content's** made false statements and promises to Elliott, including:
      - The existence of an "eight-figure offer."
      - Neon's ability and willingness to fulfill its obligations.
      - Neon's commitment to extensive marketing and promotion efforts.
      - The denial of the eight-figure offer through **Liesl Copland's** statement.
      - Misrepresenting Neon's financial stability.
  - 4. **Tortious Interference with Prospective Economic Advantage:**
    - **WME/Endeavor Content's** actions, including the premature announcement of the Neon deal, the disclosure of Tyerman's threats, and the failure to adequately market the film, interfered with Elliott's potential business relationships and opportunities with other licensors.
  - 5. **Aiding and Abetting Fraud/Perjury:**
    - **Graham Taylor** knowingly made a false declaration under oath on behalf of Tyerman, demonstrating **WME's** willingness to prioritize other interests over Elliott's and their disregard for the truth.
- 

#### **Statute of Limitations & Discovery Rule**

- Elliott asserts that the statute of limitations for his claims should be tolled under the discovery rule.
  - Elliott relied on **WME's** misleading statements, including **Liesl Copland's** denial of the eight-figure offer, which prevented him from discovering the full extent of **WME's** misconduct until **Tom McGuire's** recent deposition testimony in the Tyerman case.
  - The statute of limitations should therefore not have begun to run until February of this year when the true facts were revealed.
- 

#### **Conclusion**

**WME's** conduct, particularly its breach of fiduciary duty, fraudulent misrepresentations, and actions driven by conflict of interest, caused Elliott substantial financial harm. The inherent conflict arising from **WME's** dual role as agent and producer/distributor further exacerbated their misconduct. Elliott is entitled to damages for the losses he incurred as a result of **WME's** actions.