

MASTER BRIEF: *Amazing Grace* – Elliott v. Warner Bros., William Morris Endeavor Entertainment, LLC, and Endeavor Content, LLC

1. Executive Summary

This case arises from newly discovered evidence, revealed in late 2023 and early 2024, demonstrating a pattern of concealed misconduct by **Warner Bros.** ("WB"), **William Morris Endeavor Entertainment, LLC** ("WME"), and **Endeavor Content, LLC** ("Endeavor Content") that systematically obstructed Alan Elliott's rights and opportunities related to the release of the documentary film, "Amazing Grace." The deposition testimony of **Tom McGuire** (WME, **December 12, 2023**) and **Steve Spira** (Warner Bros., **January 31, 2024**), and documents produced by **Warner Bros.** on **January 30, 2024**, reveal previously unknown breaches of contract, breaches of fiduciary duty, fraud, and tortious interference. This new evidence justifies tolling the statute of limitations under the discovery rule, allowing pursuit of damages *distinct from and not covered by* prior litigation. The defendants, though separate entities, engaged in a continuous, interconnected scheme to undermine Elliott's ownership and depress the film's value, despite **Endeavor Content's** internal valuation of \$16.67 million and a subsequent eight-figure offer. Specifically, **WME/Endeavor Content** falsely claimed a "cloud on title," despite the film's E&O insurance, directly causing a drastically reduced sale price.

2. Parties Involved

- **Plaintiff:** Alan Elliott: Producer and owner of the rights to "Amazing Grace."
- **Defendants:**
 - **Warner Bros. Entertainment Inc.:** Original production company. Key individuals: **Steve Spira, Dan Furie, Wayne Smith, Zazi Pope.**
 - **William Morris Endeavor Entertainment, LLC** ("WME"): Elliott's sales agent. Key individuals: **Ari Emanuel, Liesl Copland, Tom McGuire.**
 - **Endeavor Content, LLC** (Formerly part of WME-IMG/Endeavor): Involved in financing/production. Key individuals: **Graham Taylor, Kevin Iwashina.**
- **Other Key Individuals:**
 - Sydney Pollack (Deceased): Original director.
 - **Barry Tyerman:** Pollack estate attorney.
 - **Dale Kinsella:** Tyerman's litigator.
 - Aretha Franklin (Deceased): Featured artist.
 - Sabrina Owens: Franklin estate executor.
 - **Rick Levy:** Franklin's Agent/ICM
 - Joe Boyd, John Boyd, Ezra Doner, Rob Johnson, Spike Lee, Todd Musburger, Tirrell Whittle, Joseph Woolf: Team Amazing Grace.
 - **David Wirschafter:** Agent, **WME**
 - **Maarten Kooij:** General Counsel, **ICM**
 - **Bart Walker:** Agent for Spike Lee, **ICM**
 - Richard Abramowitz: Abramorama
 - Tom Quinn: Neon
 - Ted Sarandos: Netflix

3. Factual Background

In **1972**, **Warner Bros.** filmed Aretha Franklin recording "Amazing Grace." The film was shelved due to technical issues. In **2007**, Alan Elliott, represented by **Ari Emanuel** of **WME** and advised by Sydney Pollack, acquired the rights from **Warner Bros.** via a quitclaim agreement (**December 11, 2007**), obligating **Warner Bros.** to provide *all* related materials.

Warner Bros.' Misconduct:

Warner Bros. breached the quitclaim agreement from the outset. They withheld Franklin's **1968** contract for 5.5 years, despite finding it in **February 2008**. **Dan Furie's (April 15, 2021)** declaration admits this contract was the *only* impediment to release. This delay caused Elliott significant legal expenses and Franklin's **August 2011** lawsuit. **Warner Bros.** also concealed a **2007** Pollack memo instructing them to give Elliott the materials. The memo's *existence* was revealed in **December 2018**, but its *contents* were not disclosed until **January 30, 2024**, when **Warner Bros.** finally produced 730 pages of documents it was obligated to provide in **2007**. The Pollack memo contradicted **Warner Bros.'** claims and supported **Barry Tyerman's** ownership assertions, leading to a \$1.4 million settlement. Internal documents and **2024** deposition testimony (**Spira, Furie**) expose false statements and collusion.

WME and Endeavor Content's Misconduct:

WME (Elliott's agent) and **Endeavor Content** (initially a related entity) engaged in a continuous pattern of misconduct. **WME** breached its fiduciary duty through conflicts of interest, misrepresentations, and sabotage.

Endeavor Content internally valued "Amazing Grace" at \$16.67 million. **Graham Taylor** presented Elliott with an "eight-figure offer" in **August 2018**, which was mysteriously withdrawn. **WME/Endeavor Content** then falsely claimed a "cloud on title" due to **Tyerman's** claims, *despite the film's E&O insurance*, a deceptive tactic. **Liesl Copland (WME)** repeatedly (and falsely) denied the eight-figure offer, contradicting **Tom McGuire's (WME) December 2023** testimony.

WME pressured Elliott into a disadvantageous Neon deal, with **Copland** prematurely announcing it on **December 7, 2018**, against Elliott's instructions and *after* the film broke a box office record, eliminating competitive bidding. **WME** then failed to obtain *any* accounting from Neon. **Graham Taylor's** false testimony in **January 2024** further demonstrates the ongoing pattern of undermining Elliott.

4. Legal Claims

Against Warner Bros. Entertainment Inc.:

- **Breach of Contract (Quitclaim Agreement):** Failure to provide all documents, *despite Furie's* admission. Reneging on terms.
- **Fraudulent Misrepresentation:** Concealing Pollack's memo and work-for-hire status; false statements (**Furie's 2018** statement; **Spira's January 2024** declaration).
- **Tortious Interference with Prospective Economic Advantage:** Facilitating **Tyerman's** interference; potential collusion.
- **Civil Conspiracy** (with **Tyerman**).
- **Unjust Enrichment.**
- **Evidence Tampering** (redaction of the **Zazi Pope** email).

Against William Morris Endeavor Entertainment, LLC (WME):

- **Breach of Fiduciary Duty:** Conflict of interest; failing to disclose **Tyerman's** interference; pressuring Elliott into the Neon deal for an upfront commission; failing to collect payments or obtain accounting from Neon; misrepresenting the eight-figure offer; failing to disclose market impact of **Tyerman's** threats; falsely representing a "cloud on title."
- **Fraudulent Misrepresentation:** False statements about the eight-figure offer (**Copland's** denials); misrepresenting Neon's stability.
- **Tortious Interference with Prospective Economic Advantage:** Prematurely announcing the Neon deal; disclosing **Tyerman's** threats; spreading false information about the film's title.

Against Endeavor Content, LLC:

- **Tortious Interference with Prospective Economic Advantage:** Participating in

sabotaging deals, including the eight-figure offer.

- **Fraudulent Misrepresentation** (regarding valuation and the eight-figure offer).
- **Aiding and Abetting Fraud/Perjury: Graham Taylor's** false testimony.

5. Damages

Addressing Prior Lawyer's Concerns: Damages are *distinct* from prior litigation, based on *newly discovered* concealed misconduct.

- **Readily Provable Damages:**
 - \$1.4 million: Settlement to Elliott's law firm, Carl Douglas, resulting from **WB's** concealment and support of **Tyerman**.
 - \$10,000+ : Legal fees from **WB's** 5.5-year withholding of the Franklin contract.
 - Documentable Costs incurred between **2007-2013** due to **Warner** withholding the contract.
 - [Other specific, documented, and *new* costs related to Neon deal fallout or **WB's 2007-2013** actions].
- **Lost Profits:**
 - **Endeavor Content's** \$16.67 million valuation and eight-figure offer establish a baseline market value.
 - The *artificial depression* of the market value due to false "cloud on title" claims (despite E&O insurance) resulted in a \$1.5 million sale. This represents a substantial, quantifiable loss. Interference with the Lionsgate deal and the forced Neon deal further diminished returns.
 - Expert testimony will establish the precise amount, but *liability* is strongly supported by the new evidence.
- **Punitive Damages:** Against all defendants, for intentional, egregious, fraudulent, and conspiratorial conduct, deliberately concealed until recent depositions and document production.

5a. Prior Litigation and the Discovery Rule - Statute of Limitations

Prior legal actions related to "Amazing Grace" do *not* bar these claims. The **December 12, 2023 (McGuire)** and **January 31, 2024 (Spira)** depositions, and **January 30, 2024** document production by **Warner Bros.**, reveal deliberate fraud, breach of fiduciary duty, and conspiracy, previously *unknown* and *unknowable* to Mr. Elliott. This *justifies tolling the statute of limitations* under the discovery rule. The statute did not begin to run until Elliott discovered, or should have discovered, the facts constituting the wrongful conduct – in *late 2023 and early 2024*.

Prior litigation did *not* and *could not* address: **WB's** concealment of the Pollack memo; **WB's** knowledge of Pollack's work-for-hire status; **WME's** misrepresentations about the eight-figure offer; **WME's** breach in forcing the Neon deal and failing to collect payments or secure accounting; **WME's** conflict of interest; **Endeavor Content's** role through **Taylor's** false testimony. These are *new* claims based on *newly discovered* facts.

6. Key Evidence

- **Quitclaim Agreement (December 11, 2007):** **WB's** obligation to provide all materials.
- Aretha Franklin's **1968** Personal Services Contract.
- Sydney Pollack's **2007** Memo (produced **January 2024**, existence revealed **2018**).
- Internal **Warner Bros.** Documents (disclosed **January 2024**).
- Emails: Correspondence demonstrating collusion, misrepresentations, and breaches.
- **Deposition Testimony:**
 - **Steve Spira (WB)** (**January 31, 2024**).
 - **Tom McGuire (WME)** (**December 12, 2023**).
 - **Graham Taylor (Endeavor Content)** (**January 8, 2024**).

- **December 7, 2018** Email from Elliott to **Liesl Copland**.
- **Declaration of Daniel Furie (April 15, 2021)**.
- Evidence of E&O Insurance.
- Expert Testimony (on damages and industry practices).

7. Timeline

Date	Event	Defendant(s) Involved
1967	Aretha Franklin signs with Atlantic Records (later Warner Bros.).	Warner Bros.
1968	Franklin renegotiates a "personal services contract" with Warner Films and Atlantic Records.	Warner Bros.
Jan 1972	Warner Bros. hires Sydney Pollack to direct <i>Amazing Grace</i> under a work-for-hire agreement.	Warner Bros.
Mar 14, 1972	Production ends due to technical issues.	Warner Bros.
Aug 1972	<i>Amazing Grace</i> LP released; liner notes mention Pollack's film.	Warner Bros.
Sep 1972	Warner Bros. writes off the film.	Warner Bros.
Apr 9, 2007	Alan Elliott contacts Sydney Pollack about reviving the film.	
Dec 11, 2007	Elliott, represented by Ari Emanuel of WME and with Sydney Pollack's advice, acquires rights to the film from Warner Bros. via a quitclaim agreement. WB obligated to provide <i>all</i> related documents.	Warner Bros., WME
Feb 21, 2008	Warner Bros. finds Franklin's contract but <i>withholds</i> it from Elliott for 5.5 years.	Warner Bros.
May 26, 2008	Sydney Pollack dies.	
Jun 5, 2008	Elliott meets Barry Tyerman .	
Oct 28, 2010	Elliott secures \$75,000 from Sundial Pictures (WME/Endeavor Content) for editing.	WME/Endeavor Content
Aug 2011	Aretha Franklin sues Elliott, claiming no contract existed.	
Aug 16, 2013	Warner Bros. finally provides Elliott with Franklin's contract,	Warner Bros.

Date	Event	Defendant(s) Involved
	confirming her consent.	
Sep 2015	Lionsgate deal collapses due to Tyerman's interference (facilitated by WB's prior actions).	Tyerman , facilitated by WB
Aug 16, 2018	Aretha Franklin dies. Graham Taylor (Endeavor Content) presents Elliott with an "eight-figure offer" for the film. Elliott accepts.	Endeavor Content
Sep 17, 2018	Warner Bros. claims that the rights to the film reverted to them.	Warner Bros.
Sep 21, 2018	Liesl Copland (WME) informs Elliott the eight-figure offer is gone.	WME
Nov 5, 2018	Barry Tyerman threatens the production and WME .	Tyerman, WME
Nov 12, 2018	Film premieres at DOC NYC.	
Nov 28, 2018	Tom McGuire (WME) informs Elliott about Tyerman's litigation threat.	WME
Dec 7, 2018	Elliott instructs Liesl Copland (WME) <i>not</i> to announce the Neon deal. Copland announces it anyway, sabotaging other potential deals, <i>after film breaks box office record</i> . Warner Bros. reveals <i>existence</i> of Pollack's memo (but not contents) to WME .	WME, Warner Bros.
Dec 12, 2018	Dan Furie (WB) makes a false statement denying knowledge of Pollack's involvement.	Warner Bros.
Dec 12, 2023	Tom McGuire's (WME) deposition confirms the eight figure offer.	WME
Jan 8, 2024	Graham Taylor (Endeavor Content) provides false written testimony.	Endeavor Content
Jan 30, 2024	Warner Bros. finally provides 730 pages of previously withheld documents, revealing evidence of bad faith, potential collusion with Tyerman , and	Warner Bros.

Date	Event	Defendant(s) Involved
	the <i>contents</i> of the Pollack memo.	
Jan 31, 2024		

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documents, revealing evidence of bad faith, potential collusion with Tyerman, and the
contents of the Pollack memo. | Warner Bros. |**

**| Jan 31, 2024 | Steve Spira's (WB) deposition reveals further evidence of Warner Bros.'
misconduct and collusion with Tyerman. | Warner Bros. |**

8. Conclusion:

**The deposition testimony of Tom McGuire on December 12, 2023, and Steve Spira on
January 31, 2024, along with the documents produced by Warner Bros. on January 30,
2024, are transformative. This new evidence, previously concealed by the defendants,
demonstrates a clear and continuous pattern of fraud, misrepresentation, breach of
contract, breach of fiduciary duty, and civil conspiracy. This evidence justifies the tolling
of the statute of limitations and allows for the pursuit of new and distinct claims against
Warner Bros., WME, and Endeavor Content. This is not a retread of old grievances; it is a
case built upon freshly unearthed, deliberately concealed wrongdoing, resulting in
substantial and quantifiable damages to Alan Elliott. The readily provable damages,
combined with the strong evidence of liability for significant lost profits and the
egregious nature of the defendants' conduct, make this a compelling case for legal
action and merit pursuing on a contingency basis. The case is timely filed.**

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questions or require any additional modifications. I am committed to getting this right for
you.**