



FIRSTLEGAL

1511 Beverly Blvd
Los Angeles, CA 90026
Phone: (877) 591-9979 Fax: (877) 823-7488

RECORDS

SHIP TO: DOUGLAS / HICKS LAW
Douglas / Hicks Law, APC
5120 W. Goldleaf Circle, Suite 140
Los Angeles, CA 90056

WORK ORDER # BB170119-31

MATTER #

CLAIM #

CASE # 20STCV42553

CASE NAME: ALLAN ELLIOTT, et al.
vs
BARRY TYERMAN, et al.

RECORDS ON: 1972 PERFORMANCE BY ARETHA FRANKLIN AT
NEW TEMPLE MISSIONARY BAPTIST CHURCH IN
LOS ANGELES

FROM: FIFTH SEASON, LLC c/o CSC - LAWYERS
INCORPORATING SERVICE
2710 Gateway Oaks Dr, Suite 150N
Sacramento, CA 95833

The undersigned certifies that he/she is an employee of a Professional Photocopier (Business and Professions Code Section 22450). I further certify that these records have been transmitted or distributed to authorized persons or entities only.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on **November 27, 2023** at **Los Angeles, California**.

Valan Phommachanh

- ☐ THE ENCLOSED RECORDS COMPLETE YOUR REQUEST FROM THIS CUSTODIAN.
- ☐ THERE ARE NO RECORDS AT THE ABOVE LOCATION.
- ☐ INCOMPLETE. PATIENT BILLING TO FOLLOW.
- ☐ INCOMPLETE. X-RAYS TO FOLLOW.
- ☐ THIS IS A BILLING OFFICE ONLY.
- ☒ **OTHER:** Sign declaration to follow



VOLUME 1 OF 1

FR-CPROOF21Upload

Attorney for Non-Party
Fifth Season, LLC

Allan Elliott, et al.

V.

Defendant.

RESPONSE OF NON-PARTY FIFTH SEASON, LLC TO SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

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PRELIMINARY STATEMENT

Pursuant to California Code of Civil Procedure Sections 1282 *et seq.*, and 1985, *et seq.*, non-party Fifth Season, LLC ("Fifth Season") hereby objects and responds to the Subpoena for Production of Business Records issued by the Defendant, Barry Tyerman ("Defendant") in the above captioned matter (the "Subpoena") as follows:

This response and objection, while based on diligent exploration by Fifth Season, reflects only the current state of Fifth Season's knowledge, understanding and belief with respect to the matters addressed in the Subpoena. This response and objection is neither intended as, nor shall in any way be deemed, an admission or representation regarding the existence or nonexistence of documents responsive to the Subpoena. Without in any way obliging itself to do so, Fifth Season reserves the right to modify or supplement its responses or objections with such pertinent information as it may subsequently discover. Moreover, Fifth Season responds to the requests as it reasonably interprets and understands them. If any party subsequently asserts an interpretation of the request that differs from Fifth Season's understanding, Fifth Season reserves the right to supplement the response and/or objection herein. The response set forth herein is also subject to correction for inadvertent errors, mistakes, or omissions.

Nothing contained herein is intended to be, nor shall in any way construed as, a waiver of any attorney-client privilege, work product doctrine, right to privacy, or any other applicable privilege or doctrine. To the extent any request may be construed as calling for disclosure of information protected by any such privilege or doctrine, a continuing objection to each and every request is hereby interposed.

REQUEST NO. 1:

ALL COMMUNICATIONS with PLAINTIFF RELATING TO the FILM or FOOTAGE.

RESPONSE TO REQUEST NO. 1:

Fifth Season objects to the Request on the grounds and to the extent that the request calls for information and production of documents protected against discovery by law, including, but not limited to, the right to privacy under the state and federal constitutions, and to the extent the Subpoena seeks information or documents that contain proprietary, confidential or trade secret

1 information, or that are the subject of confidentiality or nondisclosure agreements or protective
2 orders that require approval from third parties or a Court prior to disclosure. Fifth Season further
3 objects to this request on the grounds that it is vastly overbroad, imposing an undue hardship on
4 Fifth Season, a non-party. Fifth Season further objects to this request to the extent that it calls for
5 information and production of documents that are neither relevant to the subject matter of this
6 action nor reasonably calculated to lead to the discovery of admissible evidence. Fifth Season
7 further objects to the request on the grounds that the terms "Film" and "Footage" in this context
8 are vague and ambiguous, requiring Fifth Season to speculate as to its meaning. Fifth Season
9 further objects to this request on the ground and to the extent that it calls for information and
10 production of documents protected by the attorney-client privilege, the attorney work-product
11 doctrine, or other applicable privileges or immunities. Fifth Season objects to this request on the
12 ground that it assumes facts or legal conclusions.

13 Subject to and without waiver of the foregoing objections, Fifth Season responds as
14 follows: Fifth Season will conduct a reasonably diligent search of the files of its employee(s) most
15 likely to contain responsive documents and subject to review and approval of a protective order
16 sufficient to protect the confidentiality interests of FIFTH SEASON and any applicable party or
17 third-party, will produce communications between Fifth Season and Plaintiff that address or
18 discuss any alleged interference by Defendant in connection with the sale/distribution of the
19 Amazing Grace Film.

20 **REQUEST NO. 2:**

21 ALL COMMUNICATIONS with DEFENDANTS RELATING TO the FILM or
22 FOOTAGE.

23 **RESPONSE TO REQUEST NO. 2:**

24 Fifth Season objects to the Request on the grounds and to the extent that the request calls
25 for information and production of documents protected against discovery by law, including, but
26 not limited to, the right to privacy under the state and federal constitutions, and to the extent the
27 Subpoena seeks information or documents that contain proprietary, confidential or trade secret
28 information, or that are the subject of confidentiality or nondisclosure agreements or protective

1 orders that require approval from third parties or a Court prior to disclosure. Fifth Season further
2 objects to this request to the extent that it calls for information and production of documents that
3 are neither relevant to the subject matter of this action nor reasonably calculated to lead to the
4 discovery of admissible evidence. Fifth Season further objects to the request on the grounds that
5 the terms "Film" and "Footage" in this context are vague and ambiguous, requiring Fifth Season
6 to speculate as to their meaning. Fifth Season further objects to this request on the ground and to
7 the extent that it calls for information and production of documents protected by the attorney-
8 client privilege, the attorney work-product doctrine, or other applicable privileges or immunities.
9 Fifth Season objects to this request on the ground that it assumes facts or legal conclusions.

10 Subject to and without waiver of the foregoing objections, Fifth Season responds as
11 follows: Fifth Season will conduct a reasonably diligent search of the files of its employee(s) most
12 likely to contain responsive documents and subject to review and approval of a protective order
13 sufficient to protect the confidentiality interests of FIFTH SEASON and any applicable party or
14 third-party, will produce communications between Fifth Season and Defendant in connection with
15 the sale/distribution of the Amazing Grace Film.

16 **REQUEST NO. 3:**

17 ALL YOUR internal DOCUMENTS AND COMMUNICATIONS RELATING TO the
18 FILM or FOOTAGE.

19 **RESPONSE TO REQUEST NO. 3:**

20 Fifth Season objects to the Request on the grounds and to the extent that the request calls
21 for information and production of documents protected against discovery by law, including, but
22 not limited to, the right to privacy under the state and federal constitutions, and to the extent the
23 Subpoena seeks information or documents that contain proprietary, confidential or trade secret
24 information, or that are the subject of confidentiality or nondisclosure agreements or protective
25 orders that require approval from third parties or a Court prior to disclosure. Fifth Season further
26 objects to this request on the grounds that it is vastly overbroad, imposing an undue hardship on
27 Fifth Season, a non-party. Fifth Season further objects to this request to the extent that it calls for
28 information and production of documents that are neither relevant to the subject matter of this

1 action nor reasonably calculated to lead to the discovery of admissible evidence. Fifth Season
2 further objects to this request on the grounds that it is vastly overbroad, imposing an unfair and
3 undue burden on Fifth Season, a non-party on the matter. Fifth Season further objects to the
4 request on the grounds that the terms "Film" and "Footage" in this context are vague and
5 ambiguous, requiring Fifth Season to speculate as to their meaning. Fifth Season further objects to
6 the request on the grounds that the term "internal" in this context is vague and ambiguous,
7 requiring Fifth Season to speculate as to its meaning. Fifth Season further objects to this request
8 on the ground and to the extent that it calls for information and production of documents protected
9 by the attorney-client privilege, the attorney work-product doctrine, or other applicable privileges
10 or immunities. Fifth Season objects to this request on the ground that it assumes facts or legal
11 conclusions.

12 Subject to and without waiver of the foregoing objections, Fifth Season responds as
13 follows: Fifth Season will conduct a reasonably diligent search of the files of its employee(s) most
14 likely to contain responsive documents and subject to review and approval of a protective order
15 sufficient to protect the confidentiality interests of FIFTH SEASON and any applicable party or
16 third-party, will produce non-privileged internal communications that address or discuss any
17 alleged interference by Defendant in connection with the sale/distribution of the Amazing Grace
18 Film.

19 **REQUEST NO. 4:**

20 ALL DOCUMENTS and COMMUNICATIONS RELATING TO YOUR decision
21 whether or not to acquire or release the FILM.

22 **RESPONSE TO REQUEST NO. 4:**

23 Fifth Season objects to the Request on the grounds and to the extent that the request calls
24 for information and production of documents protected against discovery by law, including, but
25 not limited to, the right to privacy under the state and federal constitutions, and to the extent the
26 Subpoena seeks information or documents that contain proprietary, confidential or trade secret
27 information, or that are the subject of confidentiality or nondisclosure agreements or protective
28 orders that require approval from third parties or a Court prior to disclosure. Fifth Season further

1 objects to this request on the grounds that it is vastly overbroad, imposing an undue hardship on
2 Fifth Season, a non-party. Fifth Season further objects to this request to the extent that it calls for
3 information and production of documents that are neither relevant to the subject matter of this
4 action nor reasonably calculated to lead to the discovery of admissible evidence. Fifth Season
5 further objects to the request on the grounds that the term "Film" in this context is vague and
6 ambiguous, requiring Fifth Season to speculate as to their meaning. Fifth Season further objects to
7 this request on the ground and to the extent that it calls for information and production of
8 documents protected by the attorney-client privilege, the attorney work-product doctrine, or other
9 applicable privileges or immunities. Fifth Season objects to this request on the ground that it
10 assumes facts or legal conclusions.

11 Subject to and without waiver of the foregoing objections, Fifth Season responds as
12 follows: Fifth Season will conduct a reasonably diligent search of the files of its employee(s) most
13 likely to contain responsive documents and subject to review and approval of a protective order
14 sufficient to protect the confidentiality interests of FIFTH SEASON and any applicable party or
15 third-party, will produce non-privileged internal communications, and communications with
16 defendant or plaintiff that address or discuss any alleged interference by Defendant in connection
17 with the sale/distribution of the Amazing Grace Film, and impacted Fifth Season's decision
18 regarding whether to acquire or release the Amazing Grace Film.

19
20
21 Dated: September 14, 2023

FIFTH SEASON, LLC

22
23
24 By: 

25 Adam A. Hime
26 Attorney for non-party
27 FIFTH SEASON, LLC
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): A. Sasha Frid [SBN 216800] / Colin H. Rolfs [SBN280654] Miller Barondess LLP 2121 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067 TELEPHONE NO.: (310) 552-4400 FAX NO.: 310 552-8400 E-MAIL ADDRESS: sfrid@millerbarondess.com / crolfs@millerbarondess.com ATTORNEY FOR (Name): Allan Elliott, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/ PETITIONER: Allan Elliott, et al. DEFENDANT/ RESPONDENT: Barry Tyerman, et al.	
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS	CASE NUMBER: 20STCV42553

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):
 Custodian of Records at Fifth Season, LLC, 9560 WILSHIRE BLVD. BEVERLY HILLS, CA 90212

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): First Records Retrieval (213) 250-1111	
On (date): August 21, 2023	At (time): 10:00 a.m.
Location (address): 1511 Beverly Blvd Los Angeles, CA 90026	
Do not release the requested records to the deposition officer prior to the date and time stated above.	

- a. ☒ by delivering a true, legible, and durable **copy** of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
 - b. ☐ by delivering a true, legible, and durable **copy** of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
 - c. ☐ by making the **original** business records described in item 3 available for inspection at your business address by the attorney's representative and permitting **copying** at your business address under reasonable conditions during normal business hours.
2. *The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.*
3. The records to be produced are described as follows (if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):
 See attachment 3
☒ Continued on Attachment 3.
4. **IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.**

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: July 21, 2023

Colin H. Rolfs

(TYPE OR PRINT NAME)



(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Plaintiffs

(TITLE)

(Proof of service on reverse)

Page 1 of 2

ATTACHMENT A

DEFINITIONS

1. The terms “YOU” and “YOUR” shall mean and refer to Fifth Season, LLC, its subsidiaries, parents, and affiliates, and ANY person or persons acting on behalf of the foregoing, including but not limited to attorneys, agents, accountants, advisors, directors, investigators, officers, representatives, employees, and consultants.

2. The term “COMMUNICATION(S)” means ANY oral or written transmittal and/or receipt of words or information (whether such was by chance, pre-arranged, formal, or informal) documented by ANY medium (including in paper, time or recorded form). COMMUNICATIONS specifically includes, without limitation, notes and notices of conversations in person (including meetings, interviews, conversations and discussions), telephone conversations, faxes, electronic mail, (whether to personal or business accounts), text messages, instant messages, Slack messages, social media, letters, reports, memoranda, formal statements, press releases, and media publications or other occurrences where thoughts, opinion, information or data are transmitted between two or persons. COMMUNICATIONS with business entities shall be deemed to include present and former officers, directors, employees, independent contractors, agents, attorneys, and/or other representatives of such entities.

3. The terms “DOCUMENT” and “DOCUMENTS” mean ALL writings or data compilations of any kind, whether original, photocopied, or any other form, and whether in complete or partial form, and whether contained on paper or any computer media, including, hard disk, floppy disk, or any other storage device. The terms “DOCUMENT” and “DOCUMENTS” include, but are not limited to, COMMUNICATIONS, agreements, correspondence, memoranda, emails, text messages, brochures, pamphlets, leaflets, instructional materials, service manuals, sales manuals, minutes, handwritten or other notes, calendars, appointment books, diaries, day-planners, checks, telephone records, telegrams, reports, studies, summaries, books, articles, interoffice and intra office communications, employee magazines, employee newsletters, printed matter, computer print-outs, teletypes, facsimiles, work sheets,

photographs, and electronic mechanical or electronic records or representations of any kind (including without limitation, tapes, cassettes, discs, and recordings). "DOCUMENTS" include, without limitation, all originals and non-identical copies or drafts. The term "DOCUMENT" herein also includes anything else which is encompassed by the term "DOCUMENT" as used in Federal Rule of Civil Procedure 34.

4. The terms "RELATE TO," "RELATES TO," "RELATED TO," "RELATING TO," "REFER TO," "REFERRING TO," "REFLECT," "REFLECTING" and "REGARDING" in addition to their usual and customary meaning, shall also mean constitute, include, comprise, consist of, refer, reflect, discuss, show, state, explain, contradict, provide context to, evidence, concern, demonstrate, or be in ANY way logically or factually connected with the matter discussed or identified.

5. "PERSON(S)" shall include natural persons, corporate or other business entities, and ALL other forms of legal entities, whether or not in the employ of ANY party. The acts and knowledge of a person are defined to include the acts and knowledge of that person's attorneys, directors, officers, agents, employees, representatives, associates, investigators or division affiliates, managers, consultants, partnerships, shareholders, partners, parents, subsidiaries or related entities, and PERSONS acting on, or purporting to act on their behalf.

6. The terms "ANY," "EACH," and "ALL" shall be read in the broadest sense of those terms and to be all inclusive.

7. The term "FILM" refers to the documentary that was made of the 1972 performance by Aretha Franklin at New Temple Missionary Baptist Church in Los Angeles, including its development, release, and all rights relating thereto.

8. The term "FOOTAGE" refers to the footage of Aretha Franklin's 1972 performance at New Temple Missionary Baptist Church in Los Angeles.

9. The term "PLAINTIFFS" shall mean ALL or ANY of Alan Elliott, Amazing Grace Movie LLC, Al's Records And Tapes, Inc. and ANY person or persons acting on behalf of

the foregoing, including but not limited to attorneys, agents, accountants, advisors, directors, investigators, officers, representatives, employees, and consultants.

10. The term “DEFENDANTS” shall mean and refer to Barry Tyerman, Jackoway Austen Tyerman Mandelbaum Morris Bernstein Trattner & Klein, P.C., and ANY person or persons acting on behalf of the foregoing, including but not limited to attorneys, agents, accountants, advisors, directors, investigators, officers, representatives, employees, and consultants.

11. The conjunction “and” includes “or” and vice versa, the plural shall include the singular and vice versa, and the past tense shall include the present tense and vice versa, as necessary to bring within the scope of a request ANY DOCUMENT that would otherwise be outside its scope.

GENERAL INSTRUCTIONS

The following instructions shall apply to each of the requests herein:

1. In answering the following requests, furnish ALL available information including information in the possession, custody, control, or readily available to, ANY attorneys, directors, officers, agents, employees, representatives, associates, investigators or division affiliates, managers, consultants, partnerships, shareholders, partners, parents, subsidiaries or related entities, and PERSONS acting on, or purporting to act on YOUR behalf.

2. Electronic records and computerized information must be produced in native form or as TIFF single-page images with OCR and ALL metadata and must include a Relativity/Concordance load file. ANY such information must be produced in an intelligible format, together with a description of the system from which they were derived sufficient to permit rendering the documents and information intelligible. ANY documents which are ordinarily maintained in Microsoft Excel or ANY other spreadsheet program must be produced in native format.

3. ANY DOCUMENTS and COMMUNICATIONS produced for inspection should be produced as they are kept in the usual course of business, or organized and labeled to

correspond to the categories in the requests. DOCUMENTS and COMMUNICATIONS from ANY single file should be produced in the same order as they were found in such file. If copies of DOCUMENTS and COMMUNICATIONS are produced in lieu of originals, such copies should be legible and bound or stapled in the same manner as the original.

4. Selection of DOCUMENTS from files and other sources and numbering of such DOCUMENTS shall be performed in such a manner as to ensure that the source and order of each document may be determined, if necessary.

5. File folders with tabs or labels or directories of files identifying documents must be produced intact with such DOCUMENTS.

6. DOCUMENTS attached to each other shall not be separated.

7. If ANY documents requested herein are withheld or redacted on the basis of ANY claim of privilege or pursuant to ANY other legal doctrine, in lieu of producing such documents, you shall provide a written statement: (i) describing the nature of the documents (letter, memorandum, minutes, telegram, notes, etc.), (ii) specifying the date on which the documents were prepared, (iii) identifying the person(s) who prepared or authored the documents, (iv) identifying the person(s) to whom the documents were sent, copied or shown, (v) setting forth the subject matter of the documents, and (vi) stating the privilege or other doctrine pursuant to which the documents are being withheld from production and setting forth in brief the basis for such claim of privilege or immunity from production.

8. If YOU object to ANY subpart or portion of a request for production or object to providing certain information requested, state the objections and provide documents responsive to the unobjectionable part of the request for production.

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REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

ALL COMMUNICATIONS with PLAINTIFFS RELATING TO the FILM or FOOTAGE.

REQUEST FOR PRODUCTION NO. 2:

ALL COMMUNICATIONS with DEFENDANTS RELATING TO the FILM or FOOTAGE.

REQUEST FOR PRODUCTION NO. 3:

ALL YOUR internal DOCUMENTS and COMMUNICATIONS RELATING TO the FILM or FOOTAGE.

REQUEST FOR PRODUCTION NO. 4:

ALL DOCUMENTS and COMMUNICATIONS RELATING TO YOUR decision whether or not to acquire or release the FILM.

Sumair Khan

From: Liesl Copland
Sent: Saturday, August 18, 2018 9:49 PM
To: Alexandra Johnes (Special Projects)
Cc: Liesl Copland Assistant
Subject: Re: Aretha update?

Complex and nothing is clear at the moment will be a while. Would love to hear about the job! Lets chat :)

Sent from my iPhone

On Aug 17, 2018, at 6:22 PM, Alexandra Johnes (Special Projects) <ali@veryspecialprojects.com> wrote:

Obviously Aretha's passing got me thinking about this and wondering if it will ever see the light of day. What is the latest?

Also, I just started a new exec job and would welcome any assistant reccs you might have. Once upon a time you sent me someone awesome. :)

I hope all is well.

Any chance you are going to Catalyst this year?

Warmest,

Ali

**SPECIAL
PROJECTS ***

Alexandra Johnes
+1 917 648 0864
ali@veryspecialprojects.com

*** V e r y**

On Sep 18, 2016, at 10:45 PM, Alexandra Johnes (Special Projects) <ali@veryspecialprojects.com> wrote:

OK thank you! If you are game for an early call tmrw, pls call my cell phone. I'll be up! Otherwise, will catch you whenever you can.

Ali

**S P E C I A L
P R O J E C T S ***

Alexandra Johnes
+1 917 648 0864

★ V e r y

On Sep 18, 2016, at 10:04 PM, Liesl Copland <LCopland@wmeentertainment.com> wrote:

Still in the throws with Aretha, there is a chance we cant close lionsgate due to an issue with Pollack but we are finally having sensible conversations with the Pollack estate. There is another offer on the table from a different company. All still up in the air but trying to close just taking a glacial amount of time. Lets talk live so i can walk you through the nuances as it would take chapters of email

Sent from my iPhone

Liesl Copland | WME
LCopland@wmeentertainment.com
310.246.3383

On Sep 18, 2016, at 9:38 PM, Alexandra Johnes (Special Projects) <ali@verbspecialprojects.com> wrote:

Liesl,

I have an early call with Time Inc. tomorrow (CEO stepped down last Tuesday and Rich Battista who was my supervisor is now the new CEO) and would love an update on what's going on with Aretha, if anything.

Can you shoot me a quick note? Or give me a call tonight or in the early AM? I chat with Time Inc. at 8:30am PST.

I hope you are well!

Warmest,

Ali

S P E C I A L
P R O J E C T S ★

Alexandra Johnes
+1 917 648 0864
www.verbspecialprojects.com

★ V e r y

Sumair Khan

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Any chance you are going to Catalyst this year?

Warmest,

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**SPECIAL
PROJECTS ***

Alexandra Johnes
+1 917 648 0864
ali@veryspecialprojects.com

*** V e r y**

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OK thank you! If you are game for an early call tmrw, pls call my cell phone. I'll be up! Otherwise, will catch you whenever you can.

Ali

**S P E C I A L
P R O J E C T S ***

Alexandra Johnes
+1 917 648 0864

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Sent from my iPhone

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LCopland@wmeentertainment.com
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On Sep 18, 2016, at 9:38 PM, Alexandra Johnes (Special Projects) <ali@verbspecialprojects.com> wrote:

Liesl,

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Can you shoot me a quick note? Or give me a call tonight or in the early AM? I chat with Time Inc. at 8:30am PST.

I hope you are well!

Warmest,

Ali

S P E C I A L
P R O J E C T S ★

Alexandra Johnes
+1 917 648 0864
www.verbspecialprojects.com

★ V e r y

Sumair Khan

From: Liesl Copland
Sent: Tuesday, October 2, 2018 1:58 PM
To: Graham Taylor
Subject: Fwd: Amazing Grace

LW for u, call me re LAMF

Sent from my iPhone

Begin forwarded message:

From: "simon@lamf.la" <simon@lamf.la>
Date: September 30, 2018 at 6:34:13 PM PDT
To: Graham Taylor <gtaylor@endeavorcontent.com>, Mark Ankner <mankner@endeavorcontent.com>, Liesl Copland <lcopland@endeavorcontent.com>
Cc: Jeffrey Soros <jps@lamf.la>, "patrick@lamf.la" <patrick@lamf.la>, Tom McGuire <tmcguire@wmeentertainment.com>
Subject: Fwd: Amazing Grace

Please see below.

Begin forwarded message:

From: "simon@lamf.la" <Simon@lamf.la>
Subject: Re: Amazing Grace
Date: September 30, 2018 at 6:32:43 PM PDT
To: "Tirrell D. Whittley" <tirrell@goliquidsoul.com>, Joseph Woolf <joseph.woolf@gmail.com>, alan elliott <Alan@alanelliott.net>
Cc: Boyd Joe <boyd1j@fastmail.com>, 'Jeffrey Soros' <jps@lamf.la>, Robert Johnson <rajshaman@me.com>, "Todd W. Musburger" <todd@musburger.com>, Tom McGuire <tmcguire@wmeentertainment.com>, "patrick@lamf.la Murray" <patrick@lamf.la>

Hi All —

We'd like to proceed with performing diligence on this opportunity with the goal of moving quickly in getting a deal done.

Accordingly, please find below a non-exhaustive list of diligence requests:

1. Settlement and Release Agreement (SRA)

Can you please provide a copy of the draft SRA (or whatever the agreement is called) with Aretha Franklin's (AF) estate along with any accompanying correspondence.

We understand that AF died intestate. It would be good to also see any documents confirming that her executor — presumably, Sabrina Owens —has been duly appointed. Presumably, she's the one who will execute the SRA.

Is any probable court action required with respect to the SRA?

2. Rights Agreements

Can you please provide copies of all rights agreements relevant to the film, whether currently effective or expired, including, without limitation:

- and agreements with Alan or any entity he controls
- the agreement with Warner Bros. (or affiliated entire) and any subsequent correspondence
- the agreement with Sydney Pollack, and any correspondence with his estate
- any agreements with other participants in the film, including Dr. Cleveland, Alexander Hamilton and the Southern California Community Choir.

3. E&O Policy

Joe mentioned that an E&O policy has been maintained and extended. Can we please get a copy of the policy.

4. Other correspondence

Any other correspondence that is relevant to our analysis of the issues we may face once we have funded the SRA

As I mentioned, it would also be appreciated if we could have a few weeks of exclusivity to get this deal done, acknowledging that we will need to present terms before this happens. I can draft a very short document.

This is all I can think of for now, but we reserve the right to come back with more requests. As stated, the goal is to move quickly.

All the best, Simon



LOS ANGELES MEDIA FUND

SIMON HORSMAN, CO-CEO

9255 SUNSET BLVD.

WEST HOLLYWOOD CA 90069

OFFICE (424) 343-8762
CELL: 310.962.5192

WWW.LAMF.LA

On Sep 28, 2018, at 3:56 AM, Tirrell D. Whittley
<tirrell@goliquidsoul.com> wrote:

I'm available at 9:45 PDT to discuss.

Hey Simon and Jeffrey...good to connect with you both again!

Regards,

Tirrell D. Whittley | CEO – Principal | **LIQUID SOUL** | 404.892.2836
| tirrell@goliquidsoul.com | www.goliquidsoul.com

From: Joseph Woolf <joseph.woolf@gmail.com>
Date: Friday, September 28, 2018 at 1:33 AM
To: "simon@lamf.la" <simon@lamf.la>
Cc: Boyd Joe <boyd1j@fastmail.com>, Jeffrey Soros
<jps@lamf.la>, Robert Johnson <rajshaman@me.com>, Tirrell
Whittley <tirrell@goliquidsoul.com>, "Todd W. Musburger"
<todd@musburger.com>, Tom McGuire
<tmcguire@wmeentertainment.com>, alan elliott
<Alan@alanelliott.net>, "patrick@lamf.la" Murray"
<patrick@lamf.la>, "yousif@lamf.la" <yousif@lamf.la>
Subject: Re: Amazing Grace

Ok great. Thank you.

On Thu, Sep 27, 2018 at 10:32 PM simon@lamf.la <simon@lamf.la>
wrote:

Please use the following dial-in at 9:45 a.m. PDT

Dial-in: [1-310-372-7549](tel:1-310-372-7549)

Code: 873860

<image001.jpg>

LOS ANGELES MEDIA FUND

SIMON HORSMAN, CO-CEO

[9255 SUNSET BLVD.](#)
[WEST HOLLYWOOD CA 90069](#)

OFFICE (424) 343-8762
CELL: 310.962.5192

WWW.LAMF.LA

On Sep 27, 2018, at 10:29 PM, Joseph Woolf
<joseph.woolf@gmail.com> wrote:

Ok, so it looks like the market for all 3 of you clears at
9:45 am! Shall I call you then on the office number
below?

On Thu, Sep 27, 2018 at 10:21 PM Jeffrey Soros
<jps@lamf.la> wrote:

Good for me

Sent from my iPhone

On Sep 28, 2018, at 1:06 AM, Joseph Woolf
<joseph.woolf@gmail.com> wrote:

Terrific. Thanks

On Thu, Sep 27, 2018 at 10:04
PM simon@lamf.la <simon@lamf.la>
wrote:

Thanks, Joe.

I can get on a call from 9 a.m.
onwards. Hoping Jeffrey can join so
let's wait to hear.

All the best, Simon

<LAMF_SMALL.jpg>

LOS ANGELES MEDIA FUND

SIMON HORSMAN, CO-CEO

[9255 SUNSET BLVD.](#)
[WEST HOLLYWOOD CA 90069](#)

[OFFICE \(424\)](#) 343-8762
CELL: 310.962.5192

WWW.LAMF.LA

On Sep 27, 2018, at
9:22 PM, Joseph
Woolf
<joseph.woolf@gmail.com>
<joseph.woolf@gmail.com> wrote:

Simon,
Thanks for the
email. There have
been some positive
developments I
want to fill you in
on. Would you all
be available for a
follow up call
tomorrow? My day
is a bit jammed
tomorrow so if we
could speak first
thing or in the am
that would be great.
Thanks and let me
know
Joe

On Thu, Sep 27,
2018 at 11:47 AM
alan elliott
<Alan@alanelliott.net
et> wrote:

hi all

thank you for your
thoughts- we're
glad you get it!

yes, the franklin
family is the only
legal matter that
needs to be
addressed.

as rob johnson,
cc'd here, rightly
points out... as
things get closer to
closing, the
monsters come out
from the fog...

as we discussed,
barry tyerman
roars sometimes.
we have offered
the pollack family
to participate but...
barry and the
daughters asked to

remove the name
from the film and
so i did. also, as i
think we discussed,
barry has gone to
warners, and
warners told him
that 1) sydney had
a contract with wb;
and, 2) the family
took sydney's name
off the film after he
performed a work
for hire.

thank you.

-alan

**phone: 323
988 9692**

peace and love.

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.LA

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Joseph Woolf
Trowbridge Capital,
LLC
Tel 213-434-1730
www.trowbridgecapitaladvisors.com

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Joseph Woolf
Trowbridge Capital, LLC
Tel 213-434-1730
www.trowbridgecapitaladvisors.com

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Joseph Woolf
Trowbridge Capital, LLC
Tel 213-434-1730
www.trowbridgecapitaladvisors.com

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Joseph Woolf
Trowbridge Capital, LLC
Tel 213-434-1730
www.trowbridgecapitaladvisors.com
<image001.jpg>

Sumair Khan

From: Liesl Copland
Sent: Saturday, November 3, 2018 3:23 PM
To: Graham Taylor
Subject: Fwd: draft for screenings
Attachments: ae proposed agreement af estate ag waiver clean 110318.docx; ATT00001.htm

I am in the middle of this FYI, press hits tomorrow. I have talked to LGE. The estate is signing and Tom is confirming our sales fee. We will likely give Rick Levy a smidge of our 10% so our share is a hair less than Aretha's. Will keep you posted

Sent from my iPhone

Begin forwarded message:

From: alan elliott <alan@alanelliott.net>
Date: November 3, 2018 at 12:38:00 PM PDT
To: Liesl Copland <lcopland@endeavorcontent.com>
Subject: Fwd: draft for screenings

----- Forwarded message -----

From: alan elliott <Alan@alanelliott.net>
Date: Sat, Nov 3, 2018 at 12:12 PM
Subject: Re: draft for screenings
To: Rick Levy <rlevy@icmpartners.com>
CC: Tom McGuire <tmcguire@wmeentertainment.com>, Todd W. Musburger <todd@musburger.com>, David Bennett <dbennett@thavgross.com>, Assist Levy <Assist.RLevy@icmpartners.com>, Kooij, Maarten <MKooij@icmpartners.com>, Sabrina Owens <svgowens326@gmail.com>, Robert Johnson <rajshaman@me.com>, Boyd Joe <boyd1j@fastmail.com>, tirrell D. whittley <tirrell@goliquidsoul.com>, Joseph S Woolf <joseph.woolf@gmail.com>

hi rick

(we forgot signatures)... back to you from our side:

thank you.

-alan

phone: 323 988 9692

peace and love.

On Nov 3, 2018, at 8:32 AM, Levy, Rick <rlevy@icmpartners.com> wrote:

Alan,

Please see a revised draft of the proposed "standstill" agreement between you and the Estate.

This is sent in the spirit of cooperation and support of your efforts to bring this film to the public as we continue to negotiate in good faith the precise terms an agreement between you and the Estate.

I am sending this with general guidance from Sabrina and in general consultation with the Estate's attorney David Bennett, but neither have approved this draft so I must reserve all customary rights to make additional changes.

I will make myself available this weekend round some limited family commitments to move the ball forward this weekend.

Separately – I think Tom and I need to discuss how we might best join forces to assist you with getting a distribution deal as soon as possible.

Best,

Rick

Richard B. Levy

Partner & General Counsel

<image001.jpg>

10250 Constellation Blvd.

Los Angeles, CA 90067

(310) 550-4046

rlevy@icmpartners.com

From: alan@alanelliott.net <alan@alanelliott.net>

Sent: Wednesday, October 31, 2018 3:31 PM

To: Levy, Rick <rlevy@icmpartners.com>; Kooij, Maarten <MKooij@icmpartners.com>

Cc: Tom McGuire <tmcguire@wmeentertainment.com>

Subject: draft for screenings.

hi guys

please review and let us know.

thank you.

-alan

phone: **323 988 9692**

peace and love.

NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.

ICM Partners
10250 Constellation Boulevard, Los Angeles, CA 90067 (TA000229129)
65 E. 55th Street, New York, NY 10022 (1474108-DCA)<Proposed AF Estate Waiver Clean
11.3.18 .docx>

--
thank you.

-alan

phone: 323 988 9692

peace and love.

AGREEMENT

This is an agreement by and between Alan Elliott ("Elliott"), Al's Records & Tapes ("Al's"), and Amazing Grace Movie, LLC (collectively and jointly and severally bound hereunder as "AE"), c/o Al's Records and Tapes, 1633 n Stanley Ave., Los Angeles, CA, 90046, and the Estate of Aretha Franklin (the "Estate") c/o David J. Bennett, Thav Gross PC, 30150 Telegraph Road, Suite 444, Bingham Farms, Michigan 48025.

This agreement relates to the release, as limited below, of the film of Aretha Franklin's ("Franklin") gospel concerts recorded and filmed in the year 1972 in Los Angeles, California, at the New Missionary Baptist Church in Los Angeles, California, currently titled "Amazing Grace" (the "Film"). AE represents and warrants that it is the owner of the Film pursuant to agreement with Warner Brothers Films. Unless otherwise expressly noted, all references to the Film herein shall be with respect to that version of the Film shown to the Estate on or about September 20, 2018 running 87 minutes in length (other than the addition of any credits or changes/edits/additions approved by the Estate). The parties acknowledge that a temporary court order may still be in place that, among other things, limits the exhibition of the Film by AE which arose from the litigation between them in the United States District Court for the District of Colorado, styled as: Aretha Franklin, Plaintiff v. Alan Elliott, D/B/A Al's Records and Tapes, Defendant, as Civil Action No. 15-cv-01921-JLK (the "Court Order").

The parties continue to disagree regarding their respective rights and the value of those rights as it relates to the Film. By their signatures below, they do not waive those rights except to the extent of this agreement and the final agreement they will presumably reach in future, as contemplated herein. The parties agree that they have been negotiating in good faith over the last five weeks to reach an equitable agreement regarding the division of the proceeds from all uses and exploitations (and any limitation thereof as such limitation relates to the uses of the name, likeness and image of Franklin for purposes ancillary to the exhibition and marketing) of the Film as well as the derivative works thereof, if any.

The parties have not yet reached agreement regarding all of the issues related to the exploitation of the Film and payment to the Estate, but the parties recognize that the public's understandable current interest in Franklin and her music make it desirable to secure a distribution deal before the end of calendar year 2018. All parties shall reasonably cooperate in accomplishing this, subject to the interests and constraints implicit or explicit herein.

Although parties have not yet reached agreement regarding all of the issues related to the exploitation of the Film and payment to the Estate, the parties recognize that the public's understandable current interest in Franklin and her music make it desirable to secure a distribution deal before the end of calendar year 2018. All parties shall reasonably cooperate in accomplishing this, subject to the interests and constraints implicit or explicit herein.

Further, the Parties recognize that the value to the parties of a distribution deal will be enhanced by the Film being eligible for an Academy Award, and that as such AE already has made the Film available to members of The American Academy of Motion Picture Arts and Sciences (the "Academy") via copy-protected and password-protected and time-limited access digilink, with the expressed approval from the Estate (the "2018 Digilink Distribution").

The Parties further recognize that the Film must have certain minimum screenings in 2018/2019 in order to continue to qualify for consideration for an Academy Award nomination.

Accordingly, the parties hereby agree as follows:

Without waiver or prejudice to its right to seek to enforce the Court Order as it relates to any action taken other than as expressly allowed herein (and without prejudice to the parties' rights to assert their existing legal positions in the Colorado proceeding or any other), or as absolutely necessary to further any such expressly approved action, the Estate consents to (a) the showing of the Film to Franklin's family members on or about September 20, 2018; (b) the 2018/2019 Digilink Distribution; (c) the securing of a limited number of theatres as set forth on Exhibit A hereto, to screen the Film for the limited and sole purpose of being eligible for Academy Award consideration in 2019 ; and (c) for the exhibition of the Film at such theatres on the times set forth on Exhibit A for such limited purposes.

AE will notify the Estate, reasonably in advance, of all screenings. No screenings, releases or other dissemination of the Film of any kind will take place after February 24, 2019 (the date of the Academy Awards), without the additional prior written permission of the Estate in each instance unless the parties have reached their definitive agreement, as anticipated herein.

The parties agree that until a definitive agreement is reached between them in writing with respect to the Estate's rights on behalf of Franklin related to the Film pursuant to good faith negotiations or until final arbitration January 1, 2019, that it shall be an express breach of this Agreement for AE to further distribute the film. If either party claims a breach of this agreement by the other and litigation ensues, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs.

The parties recognize that they are in basic agreement on major terms as follows:

- \$1.1 million to the Franklin Estate, the timing of which is to be negotiated in good faith;
- The Estate will receive an additional 10% of AI's net proceeds from the exploitation of the film, subject to a cap of no more than \$100,000 additional recoupable production expenses, and subject to an MFN regarding the Pollack Estate.
- The parties will negotiate ancillary revenue in good faith both as to terms and to timing of negotiations.

If the parties are unable to reach final agreement by January 1, 2018 as to matters not explicitly agreed to herein, whether in form or in substance, they agree to submit their dispute to arbitration by a mutually-agreed arbitrator who must be a lawyer familiar with the entertainment industry, who is neutral and is without conflicting interests of any sort. If the parties cannot agree on an arbitrator, they will each appoint a lawyer to represent them in selecting an arbitrator. If the two lawyers cannot agree, then the parties will submit their dispute to the American Arbitration Association, with the requirement that the arbitration be performed by a single arbitrator who must be a person who is a lawyer or retired judge with at least 15 years experience in the entertainment industry and who will resolve any outstanding issues while remaining within the spirit and scope of the terms the parties have reached thus far in their negotiations, as set forth above.

The decision of the arbitrator establishing the terms of the agreement between the parties will be final and binding.

IN WITNESS WHEREOF, the Parties hereby acknowledge and represent that they have each read this Settlement Agreement, consisting of a total of _____ pages, and that they have executed this Agreement as of the day and year first set forth above.

Dated: _____, 2018

Alan Elliott

Al's Records and Tapes

Dated: _____, 2018

Alan Elliott

Amazing Grace Movie, LLC

Dated: _____, 2018

Alan Elliott

Estate of Aretha Franklin

Dated: _____, 2018

By: _____

Its: _____

Attorney for the Estate of Aretha Franklin

Dated: _____

David J. Bennett

Sumair Khan

From: Liesl Copland
Sent: Wednesday, November 7, 2018 12:06 PM
To: Dori Begley
Cc: Kevin Iwashina; Liesl Copland Assistant
Subject: Re: AMAZING GRACE

I land at 5 local, happy to talk live if someone wants to call that 310 number i gave then

Sent from my iPhone

On Nov 7, 2018, at 12:03 PM, Dori Begley <DBegley@magpictures.com> wrote:

Not taking an aggressive position Liesl -- you said you're not sure why I'm surprised and I answered.

Please let us know if there have been any substantive changes to this cut. If you'd rather do that verbally I'll have JVT call you. I'm in flight.

----- Original message -----

From: Liesl Copland <lcopland@endeavorcontent.com>
Date: 11/7/18 11:53 AM (GMT-08:00)
To: Dori Begley <DBegley@magpictures.com>
Cc: Kevin Iwashina <KIwashina@endeavorcontent.com>
Subject: Re: AMAZING GRACE

Dori lets not take this kind of position. First, I have ZERO calls From JVT. I stated that. My number is 310/246-3383.

With respect, we negotiated a multi-seven figure deal with a distributor on this that took 7 months and fell apart because of certain issues between the producers and the artists that staved off a release of the injunction. Not Amazon. You can't begin to have clarity on what the history is and it isn't relevant. There have been other distribs and financiers who have been chasing for years and years and the heat turned up 47 minutes after the Queen passed, God rest her soul. But there has been a Court Ruling in place, as you know, preventing us from doing anything before 2 days ago.

Our history on this we both recall. Nelson is not involved. We have registered your interest but have been focused on the managing the coming together of the release of the injunction and the parties who have come together to make this moment possible after a decade and reams of paper and are assisting with a lot of production needs.

I am not driving the press. We have been putting together a sales strategy for two days and meanwhile are simply driving people to see the film Monday.

Its an even playing field.

You are also free to make an offer.

I am in NY after 5 local time of you want to call my office or cell or have JVT text me - something broke down I got no message.

Let's reset.

L

Sent from my iPhone

Liesl Copland | Endeavor Content

lcopland@endeavorcontent.com

310.246.3383

On Nov 7, 2018, at 11:19 AM, Dori Begley <DBegley@magpictures.com> wrote:

Surprised given our history with the film (outlined below) that we are learning of its Oscar qualification and festival relaunch through a press release.

You replied to JVT's email "let's discuss". He left word for you twice.

We will go ahead and make an offer, presuming the film hasn't been substantively changed since we last saw?

----- Original message -----

From: Liesl Copland <lcopland@endeavorcontent.com>

Date: 11/7/18 10:56 AM (GMT-08:00)

To: Dori Begley <DBegley@magpictures.com>

Cc: Kevin Iwashina <KIwashina@endeavorcontent.com>

Subject: Re: AMAZING GRACE

They are mixing the film and the Monday night screening will be the kick off. Not sure what is surprising, the estate signed Sunday and Monday it hit the press and we are managing incomings at the moment. Have not heard from JVT but maybe Kevin has? There is no behind. Come Monday you are lucky you can be there!

Right now the plan is for privates to follow in NY and LA starting after the screening. Most of the market saw the film in Toronto years ago so we are being deluged. But i have no copy of the film to share prior to the 12th as a print is still being mastered and we hope they meet the timeline.

Once we have firm details we will make calls.

Liesl

Sent from my iPhone

Liesl Copland | Endeavor Content

lcopland@endeavorcontent.com

310.246.3383

On Nov 7, 2018, at 10:47 AM, Dori Begley <DBegley@magpictures.com> wrote:

Just getting back online after a few days away and saw the DocNYC news. Surprised to say the least, hope we're not being left behind here. JVT said he's tried connecting with you. I'm hopping on a plane shortly, would appreciate you filling him in.

From: Dori Begley
Sent: Monday, August 20, 2018 6:54:40 PM
To: Liesl Copland; Kevin Iwashina
Subject: RE: AMAZING GRACE

Thanks Liesl, totally get it. Just want to make sure we're thought of if/when the time is ever right. db

From: Liesl Copland [<mailto:lcopland@endeavorcontent.com>]
Sent: Monday, August 20, 2018 6:36 PM
To: Kevin Iwashina <KIwashina@endeavorcontent.com>
Cc: Dori Begley <DBegley@magpictures.com>
Subject: RE: AMAZING GRACE

Hi Dori-

All too early to know what really might make for a path forward. Thanks for your interest but nothing to do at the moment!

Liesl

Liesl Copland | Endeavor Content
lcopland@endeavorcontent.com
310.246.3383

From: Kevin Iwashina
Sent: Monday, August 20, 2018 2:20 PM
To: Liesl Copland <lcopland@endeavorcontent.com>
Cc: Dori Begley <DBegley@magpictures.com>
Subject: Fwd: AMAZING GRACE

Adding LCOP new email

Kevin Iwashina
+1 310 993 7465

Kevin Iwashina | Endeavor Content

From: Dori Begley <DBegley@magpictures.com>
Sent: Monday, August 20, 2018 2:15:32 PM
To: Liesl Copland; Kevin Iwashina
Subject: RE: AMAZING GRACE

+ correct KI email

From: Dori Begley
Sent: Monday, August 20, 2018 5:15 PM
To: Liesl Copland (LCopland@wmeentertainment.com)
<LCopland@wmeentertainment.com>; Kevin Iwashina
(kevin@parlaymedia.net) <kevin@preferredcontent.net>
Subject: AMAZING GRACE

Hey Liesl + Kevin,

Hope all's well. I'm just reaching out in the event that AMAZING GRACE happens to get freed up again.

It broke our heart years ago (???) that we couldn't find a path forward. Later, when Amazon was on board, we stayed in Bob's ear about our desire to work with them on theatrical. Last fall I reached back out to Nelson George -- who first brought it to our attention-- to see if there was any new hope. Our passion remains steadfast.

From my perspective it's crucial that audiences experience this masterpiece communally, especially those underserved by theatrical documentaries. Magnolia is strongly positioned to execute a smart, multi-pronged approach with the goal of giving her fans (secular and faith-based), cinephiles and musos alike the opportunity to bear witness to the joy that Pollack captured so lovingly in that time and place.

I keep thinking about the old Obama quote that's been widely recirculated online over the last few days, the spirit of which we would imbibe into the campaign and release: "Nobody embodies more fully the connection between the African-American spiritual, the blues, R. & B., rock and roll—the way that hardship and sorrow were transformed into something full of beauty and vitality and hope."

Thanks for keeping us in mind, db

dori begley
co-executive vice president
[magnolia pictures](#) | [magnet releasing](#)
m +1-917-554-2870

Sumair Khan

From: Liesl Copland
Sent: Sunday, November 11, 2018 5:31 AM
To: Tirrell D. Whittley
Cc: Tom McGuire;Adanne Ebo;LCOP
Subject: Re: Amazing Grace Waterfall

We can fo a call perhaps tomorrow - subject to Tom's availability (or i can add my BA Adanne who I have now copied). We assumed Rob Johnson's 500k was paying for Warner Bros - would be good to get an assessment of what the 500 was going towards but we assumed WB, recent expenses and delivery at minimum were in there.

Please ask and lets plan a call for tomorrow.

Liesl

Sent from my iPhone

On Nov 10, 2018, at 7:47 PM, Tirrell D. Whittley <tirrell@goliquidsoul.com> wrote:

Here are the consolidated questions/comments I've received regarding the waterfall thus far...

- The team would like Tom/Liesl to for a walk-thru of the waterfall to ensure we all understand.
- Alan to have final approval of collection account. WME to make recommendations
- 6 & 7) why are these on a percentage basis as opposed to actual?
- 8 & 9) would traditionally be reversed (debt recoupment ahead of equity) is that the agreed interest rate?
- 11) what do they mean by a) Tyerman expenses?
- Also, need to include Warner Bros in this waterfall.

Regards,

Tirrell D. Whittley | CEO – Principal | **LIQUID SOUL** | 404.892.2836 | tirrell@goliquidsoul.com | www.goliquidsoul.com

From: Liesl Copland <lcopland@endeavorcontent.com>
Date: Saturday, November 10, 2018 at 4:45 PM
To: Tom McGuire <TMcGuire@wmeentertainment.com>
Cc: Tirrell Whittley <tirrell@goliquidsoul.com>
Subject: Re: Amazing Grace Waterfall

Awaiting some questions/adjustments I understand

Are you working w the F.D.? Is your house ok?

Sent from my iPhone

Liesl Copland | Endeavor Content
lcopland@endeavorcontent.com
310.246.3383

On Nov 9, 2018, at 8:27 PM, Tom McGuire <TMcGuire@wmeentertainment.com> wrote:

Hi lies just leaving my house now, we still don't have power but I believe we will be ok tonight so I am joining my wife in studio city. An exhausting day z. Did Alan say yes
?????

Sent from my iPhone

Tom McGuire | WME
TMcGuire@wmeentertainment.com
310.248.3022

On Nov 9, 2018, at 3:33 PM, Liesl Copland <lcopland@endeavorcontent.com> wrote:

We need to share with Alan and walk him through this before sharing
will explain how this got built. Please don't forward yet.

In the off chance Tom gets online am adding him too.

X
Liesl

Sent from my iPhone

Liesl Copland | Endeavor Content
lcopland@endeavorcontent.com
310.246.3383

Begin forwarded message:

From: Adanne Ebo <aebo@endeavorcontent.com>
Date: November 9, 2018 at 6:19:06 PM EST
To: Liesl Copland <lcopland@endeavorcontent.com>
Cc: Lindsay Firestone
<lfirestone@endeavorcontent.com>
Subject: Amazing Grace Waterfall

Hi Liesl,

Based on our discussions, we have listed a few
assumptions below. Provided these assumptions are
correct, the Waterfall should flow as follows:

Assumptions:

\$2.5M Negative cost (reduced from actual third party out of pocket costs of ~\$4M)

\$500K contribution from Investor 1 on "loan basis" recoup with interest

\$5M contribution from Investor 2 on combined loan and investment basis as follows:

- \$1.1 for Estate + \$400K for expenses = loan
- \$2.5 for Al's Records and Tapes = investment @ 15% return, 15% ownership in film
- \$1M in reserve for possible P&A commitment on loan basis, 15% return

Waterfall:

1. to the collection agent in payment of collection fees and expenses; and thereafter
2. to guild and union residuals, if any; and thereafter
3. [If not paid from proceeds via contributions from Investors 1 and 2], to the Aretha Franklin estate for full settlement in the amount of one million one hundred thousand dollars (\$1,100,000); and thereafter
4. to Endeavor Content in payment of its sales fee at eight percent (8%) of the total sale, plus expenses, if any; and thereafter
5. to Tyrell Whitley/New Vision in payment for marketing, publicity and advisory services in the amount of two and one half percent (2.5%) of the total sale; and thereafter
6. in payment of legal expenses in an amount equal to one and one half percent (1.5%); and thereafter

7. [to TBD legal counsel for additional legal expenses in the amount of two and one half percent (2.5%)] – TBD; and thereafter
8. to AI's Records and Tapes/Alan Elliot in recoupment of its investment in the amount of two million five hundred thousand dollars (\$2,500,000); and thereafter
9. to Lender repayment in the amount of five hundred thousand dollars (\$500,000), plus interest at seven percent (7%) (if applicable)
10. to Investor in recoupment of Investor's investment in the amount of five million dollars (\$5,000,000) (or otherwise the amount actually invested), plus any additional P&A expenses, plus fifteen percent (15%); and thereafter
11. the remaining balance shall be deemed Net Proceeds and shall be distributed as follows:
 - (a) to settle financial liabilities, if any; and
 - (b) to other investors, if any, in repayment of the amounts of their respective equity investments

Adanne Ebo | Endeavor Content
Business Affairs Coordinator
310.270.4933

Sumair Khan

From: Liesl Copland
Sent: Thursday, December 6, 2018 11:06 AM
To: Dave Wirtschafter
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX
Attachments: Aretha_ Letter to Kinsella_TM12.6.18.pdf

From: Tom McGuire
Sent: Thursday, December 6, 2018 10:17 AM
To: Liesl Copland <lcopland@endeavorcontent.com>
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

Tom McGuire | WME
TMcGuire@wmeentertainment.com
310.248.3022

From: Tom McGuire
Sent: Thursday, December 6, 2018 10:10 AM
To: warwick boyd <jwb@fbdlaw.com>; alan elliott <Alan@AlanElliott.net>
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

John and Alan, my few notes. Really good letter.

Tom

Sumair Khan

From: Liesl Copland
Sent: Thursday, December 6, 2018 12:13 PM
To: Alex Walton
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX
Attachments: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX; Tyerman 2016-03-14.lmb
4823-0303-5183 1-1.docx; Correspondence dated December 5, 2018.pdf

Keep in your confidence but FYI, this was received last night literally shortly after I closed Neon. There is a lot of activity managing it today, feel free to read all of the attached as it provides the key elements of the narrative around Pollack.

From: Tom McGuire
Sent: Thursday, December 6, 2018 11:50 AM
To: jessica@neonrated.com
Cc: Liesl Copland <lcopland@endeavorcontent.com>; alan elliott <Alan@AlanElliott.net>; warwick boyd <jwb@fbdlaw.com>
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

Attached, the latest draft of our response to the Kinsella December 5 letter (also attached). Note also attached is the Linda Burrow letter from 2016, which is referenced in John Boyd's letter.

Please let us know if you have any comments.

Tom

Tom McGuire | WME
TMcGuire@wmeentertainment.com
310.248.3022

From: John Boyd <jwb@fbdlaw.com>
Sent: Thursday, December 6, 2018 11:19 AM
To: alan elliott <alan@alanelliott.net>; Joe Boyd <boyd1j@fastmail.com>; Tom McGuire <TMcGuire@wmeentertainment.com>
Cc: Amber Bryan <ab@fbdlaw.com>
Subject: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

Here is latest draft.

John W. Boyd

FREEDMAN BOYD HOLLANDER
GOLDBERG URIAS & WARD PA.

20 First Plaza, Suite 700, Albuquerque, NM 87102
Phone 1.505.842.9960 Direct 1.505.244.7518 Fax 1.505.842.0761
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Dale F. Kinsella

Direct Dial: (310) 566-9888

Direct Fax: (310) 566-9878

E-Mail: dkinsella@kwikalaw.com

File Number: 99911-00001

December 5, 2018

CONFIDENTIAL SETTLEMENT COMMUNICATIONS
FED. RULE OF EVIDENCE § 408
VIA E-MAIL

Alan Elliott
alan@alanelliott.net
alanelliott@g.ucla.edu

Re: "Amazing Grace" / Sydney Pollack

Dear Mr. Elliott:

This firm has been retained as litigation counsel for the estate of Sydney Pollack (the "Estate"). We write in reference to the film *Amazing Grace* ("Film") to demand that you cease and desist your efforts to sell and distribute the Film in violation of the Estate's copyright interest therein.

Repeatedly in the past, from the outset of your involvement, Mr. Pollack's longtime transactional counsel, Barry Tyerman, has informed you that you cannot exploit the Film without first obtaining a grant of rights from the Estate. It was unnecessary for the Estate to press the issue a few years ago when, totally without authorization, you declared your intention to exhibit the Film at the Telluride Film Festival (notably billed by you as "Directed by Sydney Pollack"), as Aretha Franklin herself obtained an injunction to restrain your unlawful behavior. Now, however, with you purportedly having obtained some form of permission from Ms. Franklin's estate, the Pollack Estate has no choice but to assert its rights as you claim to be preparing for a wide release of the Film.

We know of the quitclaim you obtained in the past from Warner Bros. This quitclaim, however, is merely a conveyance of whatever rights, *if any*, Warner Bros. had in the footage used to create the Film. Like any other quitclaim, it is not a representation and warranty that Warner Bros. did in fact have rights. Paragraph 2 of the quitclaim was thus explicit that you needed to "obtain all other authorizations, consents and releases" required to exploit the work.

In actuality, the quitclaim from Warner Bros. is immaterial, because the studio never had copyrights in the footage to begin with. Mr. Pollack had complete responsibility for directing the shooting of Ms. Franklin's performance, with total autonomy over the filming, including, without limitation, personally supervising the survey of the performance venue as location for the filming; the selection, engagement, and direction of the cameramen and other

crew for the shoot; choice of cameras and other equipment and their placement and operation at the place of the performance; and the other means, manner, and methods of creation of the audiovisual material. As such, *Mr. Pollack* is the “author” of the footage for copyright purposes.

You have argued previously that Mr. Pollack shot the Film as a work for hire. We see absolutely *no evidence* to support that. Two facts are fatal to any assertion that the Film was a work for hire:

First, as noted above, Mr. Pollack had complete control over the film shoot. Second, Mr. Pollack was never paid for his services. In that regard, we are aware of the purported internal Warner Bros. memorandum that you sent Mr. Tyerman, which appears on its face to discuss the payment of \$1500 to Mr. Pollack. It strains credulity to claim that Mr. Pollack—who by 1972 was a preeminent film director (having directed six major theatrical feature films for which he was an Academy Award and Golden Globe “Best Director” nominee)—contracted to direct and produce this project for such a miniscule amount. There is no evidence whatsoever that he agreed to this arrangement. Further there is no evidence that he was actually paid *any* sum of money. In fact, the DGA has no record of this project at all, or of Mr. Pollack being paid, or of any required Guild contributions or other formalities having been complied with.

The fact that, as has been acknowledged by you personally, Mr. Pollack had total control over the film shoot, and the fact that he was not paid—neither of which could be controverted in litigation with admissible evidence—are dispositive of any argument that the Film was a work for hire pursuant to the Copyright Act of 1909.

Moreover, Mr. Pollack continued to work on the Film for years after the footage was initially shot. On a number of occasions over a period of years, Mr. Pollack supervised various editors who prepared, at his direction, assemblages and “cuts” of his footage. In this process he created detailed notes for editing together the raw footage from the multiple cameras used during the performance, with a view to completing the film for theatrical or other release, and you have publicly admitted that you were “working off Sydney’s notes” to edit the Film. *Variety*, ‘Grace’ film finally near (Jan. 7, 2010). Mr. Pollack further obtained a copyright interest in the Film by virtue of these additional and ongoing contributions to the creation of the work. And no argument could possibly be made that he was providing these services under a work-for-hire arrangement, because the Copyright Act of 1976 requires, among other conditions, a signed writing to establish a work-for-hire arrangement where, as here, Mr. Pollack was not an employee of Warner Bros. (and certainly not of you or your company).

We understand the time you may have put into readying *Amazing Grace* for release, but the simple fact is that, as you have been admonished repeatedly, it is not your work to exploit. Mr. Pollack is the rightful copyright owner of the Film, and it cannot be distributed, exhibited, broadcast or otherwise exploited without a grant of rights from his Estate. We

Alan Elliott
December 5, 2018
Page 3

therefore demand that you cease all efforts to sell or license the Film to distributors, exhibitors or other parties, that you refrain from screening or otherwise exhibiting the Film publicly or in "private" screenings for any intended commercial purposes, and that you immediately notify in writing any persons or entities who are contemplating distributing, exhibiting, broadcasting, representing, selling, licensing, or otherwise exploiting the Film of the Pollack Estate's claim of rights, and of their liability for intentional copyright infringement if they persist. Please confirm no later than Monday, December 10, 2018 that you will comply with these demands.

So long as you immediately cease your efforts to sell or exploit the Film, the Estate remains open to discussing a possible assignment or license to you of its rights under appropriate creative and economic deal terms and conditions. You should feel free to contact us to discuss that further. Understand, however, that if you persist in your infringement and/or threatened infringement of the Estate's rights in the Film, we will not hesitate, without further notice to you, to seek appropriate relief against you and any other persons or entities involved in the infringement of its rights in the Film, including a temporary restraining order and preliminary injunction, as well as all available monetary remedies including the disgorgement of profits on the Film, actual damages, and/or statutory damages.

This letter does not contain a complete statement of the facts or law and shall not be deemed to waive, relinquish, or release any rights, remedies, or claims, all of which are expressly reserved.

Sincerely,



Dale F. Kinsella

DFK:GK:dy

cc: (all via email only)
Barry Tyerman, Esq.
Gregory Korn, Esq.

/609012

VIA EMAIL AND
FIRST-CLASS MAIL

LINDA M. BURROW
burrow@caldwell-leslie.com

March 14, 2016

Barry Tyerman
Jackoway Tyerman Wertheimer Austen
Mandelbaum Morris & Klein
1925 Century Park East
22nd Floor
Los Angeles, CA 90067
E-Mail: btyerman@jtwamm.com

Re: *Amazing Grace*

Dear Mr. Tyerman:

We represent Alan Elliott, the producer of the documentary film *Amazing Grace*, which features certain footage shot by the late Sydney Pollack of Aretha Franklin's 1972 concert performance at the New Missionary Baptist Church in Los Angeles.

We understand that you represent Mr. Pollack's estate, which you believe has claims against the commercial exploitation of the film. Specifically, based on your email correspondence with Mr. Elliott and his representatives, it appears you are contending that Mr. Pollack's estate may hold a copyright interest in the footage of the film, and that the use of Mr. Pollack's name, likeness or biography in connection with the film violates his posthumous right of publicity. The purpose of the letter is to respond to these potential legal claims which, as set forth below, we do not believe are well-founded.

First, any copyright claim Mr. Pollack's estate asserted in the film would almost certainly fail. As you are aware, the film was created under the now-repealed Copyright Act of 1909. Assuming the film was commissioned by Warner Bros., which appears to have been the case, it would thus likely be considered a work made for hire. *See, e.g., Twentieth Century Fox Film Corp. v. Entertainment Distributing*, 429 F.3d 869, 878 (9th Cir. 2005) (recognizing that under the 1909 Act, courts generally presumed that the commissioned party had impliedly agreed to convey the copyright, along with the work itself, to the

hiring party) (internal citations and quotation omitted); *Lin-Brook Builders Hardware v. Gertler*, 352 F.2d 298, 300 (9th Cir. 1965) (explaining that under the 1909 Act, when one person engages another to produce a work of an artistic nature, the presumption arises in the absence of an express contractual reservation of the copyright in the artist that the mutual intent of the parties is that the title to the copyright shall be in the person “at whose instance and expense the work is done”). That would mean that Warner Bros., or its assignee—here, Mr. Elliott—would own the copyright in the footage, *not* Mr. Pollack’s estate.

Moreover, even if the film were not considered a work made for hire, there is no question that it was created at Warner Bros.’ direction. Mr. Pollack would thus have given, at a minimum, an implied license to Warner Bros. for the footage to be used. *See, e.g., Asset Marketing Sys., Inc. v. Gagnon*, 542 F.3d 748, 754-55 (2008) (explaining that an implied license is granted when (1) a person (the licensee) requests the creation of a work, (2) the creator (the licensor) makes that particular work and delivers it to the licensee who requested it, and (3) the licensor intends that the licensee-requestor copy and distribute his work) (internal citations and quotation marks omitted).

Second, any right of publicity claim brought by Mr. Pollack’s estate would similarly fail. With respect to the use of his likeness, Mr. Pollack appears in the film for a matter of seconds. He unquestionably knew at the time that he was being filmed, and that there was a possibility, if not a likelihood, that his likeness would be used in a final film. That knowledge would have constituted, at a minimum, implied consent to use his likeness as reflected in the film, thus defeating a right of publicity claim. *See, e.g., Jones v. Corbis Corp.*, 815 F.Supp.2d 1108, 1113 (C.D. Cal. 2011) (explaining that consent to use a name or likeness need not be express or in writing, but it may be implied from the consenting party’s conduct and the circumstances of the case); Civil Code § 3344.1 (not requiring consent in writing). Indeed, Mr. Pollack’s participation in Mr. Elliott’s efforts to edit the footage and complete the documentary—as reflected in his September 23, 1998 letter to Ms. Franklin, a copy of which is enclosed for your review—supports an understanding that Mr. Pollack likely knew and approved of his brief appearances in the film.

Even assuming that Mr. Pollack did not grant Warner Bros. an implied license to use his likeness in the film, any right of publicity claim based on the use of Mr. Pollack’s likeness in or in connection with the film would likely be barred by the “public affairs” exception of California’s applicable right of publicity statute. *See* Civil Code § 3344.1(j) (providing the use of a deceased person’s name, voice, signature, photograph, or likeness in connection with any . . . public affairs . . . shall not constitute a use for which consent is required); *Doe v. Gangland Productions, Inc.*, 730 F.3d 946 (9th Cir. 2013) (observing that documentaries on popular pastimes of surfing and baseball fall within the “public affairs” category of § 3344(d) (the analogous statute for rights of publicity for living persons)). A

documentary on Ms. Franklin's historic concert falls squarely within the realm of such "public affairs.

With respect to the use of Mr. Pollack's name, Mr. Elliott has already removed it from the film's credits as a courtesy at your client's request. To the extent that Mr. Pollack may be described (in press materials, for example) as the person who directed the filming of the concert, however, that is a true fact that would be protected by the First Amendment. And, to the extent you are contemplating a Lanham Act claim based on a theory that consumers may be confused as to whether *Amazing Grace* is a film that Sydney Pollack made, such a claim is highly likely to lose on the merits. Moreover, as the Second Circuit explained in *Rogers v. Grimaldi*, 875 F.2d 994 (2d. Cir. 1989), the "Lanham Act should be construed to apply to artistic works only where the public interest in avoiding confusion outweighs the public interest in free expression," which is not the case here.

For the foregoing reasons, we believe the legal claims you appear to be asserting against our client on behalf of Mr. Pollack's estate are highly unlikely to succeed. If we have misconstrued your client's contemplated claims, or if you have documentation or other evidence we should consider in evaluating their potential merit, please let us know. I am available at 213-629-9040 to discuss these issues at your convenience.

Very truly yours,

LINDA M. BURROW

cc: Tom McGuire
Todd Musburger

Sumair Khan

From: Liesl Copland
Sent: Thursday, December 6, 2018 7:04 PM
To: Alex Walton
Subject: RE: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

They are good, they are announcing tomorrow! Will send you – did they officially close with you?

From: Alex Walton
Sent: Thursday, December 6, 2018 6:54 PM
To: Liesl Copland <lcopland@endeavorcontent.com>
Subject: Re: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

God – exhausting – I know alan had expected this might rear its head again
I hope there was some progress this afternoon – are NEON sitting tight or wobbly?

Alex Walton | **Endeavor Content**
awalton@endeavorcontent.com
+1 323 510 3331

From: Liesl Copland <lcopland@endeavorcontent.com>
Date: Thursday, December 6, 2018 at 12:12 PM
To: Alex Walton <awalton@endeavorcontent.com>
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

Keep in your confidence but FYI, this was received last night literally shortly after I closed Neon. There is a lot of activity managing it today, feel free to read all of the attached as it provides the key elements of the narrative around Pollack.

Liesl Copland | Endeavor Content
lcopland@endeavorcontent.com
310.246.3383

From: Tom McGuire
Sent: Thursday, December 6, 2018 11:50 AM
To: jessica@neonrated.com
Cc: Liesl Copland <lcopland@endeavorcontent.com>; alan elliott <Alan@AlanElliott.net>; warwick boyd <jwb@fbdlaw.com>
Subject: FW: Aretha_ Letter to Kinsella (Weds. eve., 12_5).DOCX

Attached, the latest draft of our response to the Kinsella December 5 letter (also attached). Note also attached is the Linda Burrow letter from 2016, which is referenced in John Boyd's letter.

Please let us know if you have any comments.

Sumair Khan

From: Liesl Copland
Sent: Thursday, December 6, 2018 10:36 AM
To: Dave Wirtschafter
Subject: Becky Pollack/AMAZING GRACE - important update

Know you are still trading with her. Just left word for you to update you that the producers received a cease and desist letter late last night (the legal response of which could be made available I imagine, the assertion is that there is no basis for a claim). I know she is affected by the Malibu fires – we of course just closed our deal so need to disclose this letter.

So timing is crucial – no assumption that you can carry an agenda into a conversation with a close personal friend, I just wanted you to have the update. We are exploring whether the spokesman for the AF estate would be available to speak with anyone about this issue, but please know you can say with authority that they want the film to be released and all parties are willing to explore a reasonable deal as they have maintained for years.

Let me know if you want to discuss.

Sumair Khan

From: Liesl Copland
Sent: Friday, December 7, 2018 5:18 PM
To: Joseph Woolf; John Boyd
Cc: Boyd Joe; Robert Johnson; Tom McGuire; alan elliott; tirrell d. whittley
Subject: RE: tom mcguire wins the week.

A MAJOR PAGE FOR THE COFFEE TABLE BOOK!!! Literally, Grace is everywhere. You amazing gents who have fought this good fight for so long and dare I say I think finally have the wind at your back. I could not be prouder to have been an observer. Congrats and have a well-deserved good weekend!

From: Joseph Woolf <joseph.woolf@gmail.com>
Sent: Friday, December 7, 2018 5:14 PM
To: John Boyd <jwb@fbdlaw.com>
Cc: Boyd Joe <boyd1j@fastmail.com>; Robert Johnson <rajshaman@me.com>; Tom McGuire <TMcGuire@wmeentertainment.com>; alan elliott <alandzelliott@gmail.com>; Liesl Copland <lcopland@endeavorcontent.com>; tirrell d. whittley <tirrell@goliquidsoul.com>
Subject: Re: tom mcguire wins the week.

I second that!

On Fri, Dec 7, 2018 at 5:13 PM John Boyd <jwb@fbdlaw.com> wrote:

Bravo!!!!!!!!!!

John W. Boyd

FREEDMAN BOYD HOLLANDER
GOLDBERG URIAS & WARD PA.

20 First Plaza, Suite 700, Albuquerque, NM 87102
Phone 1.505.842.9960 Direct 1.505.244.7518 Fax 1.505.842.0761
Email jwb@fbdlaw.com Website www.fbdlaw.com

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From: alan elliott <alandzelliott@gmail.com>

Sent: Friday, December 7, 2018 6:08 PM

To: tirrell d. whittley <tirrell@goliquidsoul.com>; Robert Johnson <rajshaman@me.com>; Joseph S Woolf <joseph.woolf@gmail.com>; John Boyd <jwb@fbdlaw.com>; Boyd Joe <boyd1j@fastmail.com>

Cc: Tom McGuire <tmcguire@wmeentertainment.com>; lcopland@endeavorcontent.com

Subject: tom mcguire wins the week.

Tom just called. As were about to hang up the phone... He drops this little slice on to the tray:

Dan Furie informed Tom that there is an internal Warner Bros. memo from Sydney Pollack to the studio telling them to give me the film.

It was a long week... But Tom McGuire wins the week.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

--

Joseph Woolf
Trowbridge Capital, LLC
Tel 213-434-1730

Sumair Khan

From: Liesl Copland
Sent: Thursday, May 30, 2019 10:10 AM
To: Alan Elliott; John Boyd
Cc: Robert Johnson; LCOP
Subject: RE: Notes on yesterday meeting

[Calling Rob and John when off this call in like 10 minutes](#)

From: Alan Elliott <alan@alanelliott.net>
Sent: Thursday, May 30, 2019 9:54 AM
To: John Boyd <jwb@fbdlaw.com>
Cc: Liesl Copland <lcopland@endeavorcontent.com>; Robert Johnson <rajshaman@me.com>; LCOP <LCOP@endeavorcontent.com>
Subject: Re: Notes on yesterday meeting

what we would like as a plan of action is:

liesl, john and rob go to neon and ask for the \$1.5m and let's get closed today.

can we please coordinate with john, liesl and rob and get this accomplished today.

thank you.

-alan

phone: [323 988 9692](tel:3239889692)

peace and love.

On May 30, 2019, at 9:49 AM, John Boyd <jwb@fbdlaw.com> wrote:

I want to make all understand our position: We want the deal with Neon to get done, and now that the chain of title is there (and presumably acceptable) and the deliverables (as I understand it from Alan) are complete, we should be able to quickly get to a long form. However it can be done is fine, except that we are not going to put Alan/AGLLC's head in a noose and rely on Neon not to open the trap door. If we don't get the advances, everything goes sideways. Rob needs assurance that he will get his money back immediately and the Estate is expecting its money immediately. Of importance, it seems to me, is the fact that the movie has been out for weeks and no one has challenged it. If the issue is that Neon wants to reserve some of the advance money against possible contingencies, what are they? What did Neon not know about when we made the deal late last year? We were explicit, and they agreed, that they wouldn't set anything aside for Pollack/Tyerman, which is being covered by insurance. There is the Chiemi Karasawa claim, which seems to be somewhat under control and the carrier has told me that they will cover any claim by the other side for fees, and any claim for non-contractual damages. It is likely that the most that Alan could be on the hook for there would be 50k in damages and a total of 50k

in attorneys' fees (self-insured retention). Most importantly, however, is that Karasawa's producer contract has a "no injunctive relief" provision and therefore is not going to impact Neon at all. I don't see what basis she would have to go after Neon for anything. But we can't just have something, under present circumstances, that provides that Neon can a) just withhold as it pleases, and b) terminate the contract essentially at will, which is the way it now reads.

John W. Boyd

<image001.png>

20 First Plaza, Suite 700, Albuquerque, NM 87102

Phone 1.505.842.9960 Direct 1.505.244.7518 Fax 1.505.842.0761

Email jwb@fbdlaw.com Website www.fbdlaw.com

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From: Liesl Copland <lcopland@endeavorcontent.com>

Sent: Thursday, May 30, 2019 10:05 AM

To: Robert Johnson <rajshaman@me.com>

Cc: John Boyd <jwb@fbdlaw.com>; LCOP <LCOP@endeavorcontent.com>

Subject: Re: Notes on yesterday meeting

Ok will try you shortly

Sent from my iPhone

Liesl Copland | Endeavor Content

lcopland@endeavorcontent.com

310.246.3383

On May 30, 2019, at 8:53 AM, Robert Johnson <rajshaman@me.com> wrote:

On May 30, 2019, at 11:40 AM, Liesl Copland
<lcopland@endeavorcontent.com> wrote:

I totally side with you on the ask and I know they're gonna be difficult, but the only way I know how to solve this is either with a similar side letter idea recognizing obligations have been met or for the agreement to change. I can call them to say that we have to recognize the present is a present and get them to modify but lets discuss a few key things prior. We can ask for a very, very clear breach cure provisions to be laid out because any breach should have a period to cure - I've asked her about this before.

You are all acting in good faith.

Let me speak to Bloom about whether we have achieved "essential delivery" in their minds. Did anyone at Neon comment on your performance on essential vs complete delivery? Let me know...

Also, we have to stop asking for new things in the agreement like the open point I understand that has come up about the Caribbean, is that settled?

YES Bloom worked it out with Neon and it is behind us now.

See an exchange w Emily I had yesterday below when I checked in with them as to whether they would recognize delivery...
can I call you after 9? H

YES
2039127367

I read the message below.

Sounds like we are getting close on COT and Essential Delivery.

But the last inches are the toughest.

RJ

appy to set a time to speak to both of you this AM.

L

From Emily:

COT looks to be complete based off of what Stephen Strauss (legal vendor) has sent through to date and based on my understanding of the terms of Spike's producer deal, but I want to take a final look at all documents which I should be doing this week. Based on our call this morning, I understand that Jessica is doing the same at Neon. Also from my emails with Stacey (delivery vendor) it sounds like Spike's deal is close to being finalized!

Billing block is not part of COT. Neon has already received the domestic billing block (zero idea if they've accepted though), so that's only a Bloom deliverable which I understand is imminent along with the paid ad statement.

That said, Ezra keeps re-opening points on the Neon LFA that should have been raised months ago. The latest being Neon's rights in the Caribbean, which we already worked out with Neon for purposes of foreign overlap outside of the Agreement. So I'm not entirely sure what to do about moving that along at this point. But I don't think Neon will pay until the LFA is done and signed.

Sincerely,
Emily

Sent from my iPhone

Liesl Copland | Endeavor Content
lcopland@endeavorcontent.com
310.246.3383

On May 30, 2019, at 8:19 AM, Robert Johnson <rajshaman@me.com> wrote:

Dear Liesl,

The meeting last night between John Boyd, Jessica and myself went on for over 2 hours.

Very amicable. Lots of little points on dates corrected

But the elephant in the room is this.

The document repeatedly refers to Neon having carte blanche on deciding "if" to pay on basic payment schedule and bonus bumps. The word they use is BREACH.

So she sets a document to be dated Dec 6th and which has obligations on deliverables on Jan 31 and Feb 15th. Those were not met. Therefore we are in BREACH

They have constantly said we are very very close on COT and Essential deliverables.

Four payments are outlined. I excerpt from the document.

4. Consideration:

- a. *Advance*: In consideration of the Rights and all other rights granted herein, NEON will pay to Licensor an advance in the amount of One Million Five Hundred Thousand U.S. Dollars (US\$1,500,000) (the “**Advance**”), payable as follows:
 - i. fifteen percent (15%) (i.e., Two Hundred Twenty-Five Thousand U.S. Dollars (US\$225,000) within thirty (30) days following the later of (A) full execution of this Agreement, (B) delivery to and acceptance by NEON of the complete chain of title for the Picture, and (C) delivery to and acceptance by NEON of the full producer’s errors and omissions insurance policy secured and maintained by Licensor for the Picture which complies with the specifications herein (including, without limitation, all supporting documentation, such as attorney’s opinion letters required to ensure coverage against claims in connection with fair use and other elements of the Picture);
 - ii. forty percent (40%) (i.e., Six Hundred Thousand U.S. Dollars

(US\$600,000) within thirty (30) days following Licensor's completion of Essential Delivery (as defined and more fully set forth herein);

iii. thirty-five percent (35%) (i.e., Five Hundred Twenty-Five Thousand U.S. Dollars (US\$525,000) within thirty (30) days following the earlier of (A) the date of NEON's initial commercial release of the Picture and (B) sixty (60) days following Licensor's completion of Essential Delivery (as defined and more fully set forth herein); and

iv. ten percent (10%) (i.e., One Hundred Fifty Thousand U.S. Dollars (US\$150,000) within thirty (30) days following Licensor's completion of Complete Delivery (as defined and more fully set forth herein). [NOT SURE I UNDERSTAND HOW NEON SAYING IT IS GOING TO STICK WITH THE AGREEMENT FITS HERE, WHEN THE MOVIE HAS BEEN OUT FOR A COUPLE OF MONTHS AND NEON COLLECTING THE MONEY...IF WE WERE ARGUING THIS OUT IN COURT, I THINK A JUDGE WOULD SAY THAT NEON EITHER WAIVED ANY RIGHT TO OBJECT TO CHAIN OF TITLE OR WAIVED DELIVERY OF CHAIN OF TITLE. NOT SAYING THAT THIS WOULD BE A HELPFUL OUTCOME UNDER PRESENT CIRCUMSTANCES, BUT I JUST DON'T UNDERSTAND HOW

EITHER SIDE CAN BE PLAYING
"HARD BALL" AT THIS
JUNCTURE.

Number 1 depends on their judgement of when COT and Long Form and E&O are done.

Number 2 depends on their accepting Essential delivery

Number 3 depends on 30 days after picture is released.

Number 4 on Complete delivery

As of the dates Jan 31 and Feb 15 we were in BREACH.

Now they have COT and Essential deliverables to decide on and to my understanding

Billing Block, Paid Ad Statement, Spike contract, and Synch Licenses are left. Spike's thing is a mystery that it is not done.(long ago)

On the bonus bumps there is a clause that says.

- b.** *Box Office Bonuses:* Provided that Licensor is not in material breach of this Agreement, NEON will pay to Licensor the following one-time box office bonus(es), based on the Picture's U.S. box office receipts, as reported by Rentrak (the "**Box Office Bonus(es)**"):