## DECLARATION OF STEVEN SPIRA

I, Steven Spira, declare as follows:

1. I am the President of Worldwide Business Affairs for Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Warner Bros."). I have personal knowledge of the facts set forth herein, and if called as a witness, I would and could testify competently thereto.

**Quitclaim Agreements**

2. On December 11, 2007, Warner Bros. and Alan Elliott and his company Al's Records and Tapes ("Elliott") entered into a Quitclaim Agreement with respect to footage of Aretha Franklin's ("Franklin") 1972 performance of her album, *Amazing Grace* (the "Film"), directed by Sydney Pollack ("Pollack"). A true and correct copy of the Quitclaim Agreement is attached hereto as Exhibit 1 (WBD 000180).

3. On November 2, 2010, Warner Bros. and Elliott entered into an Amendment to Quitclaim Agreement. A true and correct copy of the Amendment to Quitclaim Agreement is attached hereto as Exhibit 2 (WBD 000258).

4. On December 14, 2012, Warner Bros. and Elliott entered into a further Amendment to Quitclaim Agreement. A true and correct copy of this Amendment to Quitclaim Agreement is attached hereto as Exhibit 3 (WBD 000254).

**Pollack Rights**

5. Warner Bros. did not represent to Elliott that it had or could transfer to Elliott any applicable rights in the Film, including any rights of Pollack. Rather, the Quitclaim Agreement contained a clause requiring Elliott to obtain all necessary authorizations, consents, and releases and pay all necessary reuse fees and other compensation required by collective bargaining agreements for the Film, among other things. (Exhibit 1, § 2.)

6. The records in the Warner Bros. files were not sufficiently complete to indicate whether Warner Bros. (including its predecessors in interest) had acquired Pollack's rights in the Film or whether the Film had been prepared for Warner Bros. as a work-for-hire. The only record located in the Warner Bros. files regarding arrangements with Pollack as to his directing of the Film was an Inter-Office Memo dated March 14, 1972, which references an agreement to pay $1,500 for Pollack's services in producing and directing the Film and states that DGA contributions would be billed later. A true and correct copy of the Inter-Office Memo is attached hereto as Exhibit 4 (WBD 000185). The Inter-Office Memo ends: "Please prepare a check and send it to me for transmittal with an appropriate letter."

7. Warner Bros. was not able to determine whether the letter and $1,500 check referenced in the Inter-Office Memo were in fact sent to Pollack or whether DGA contributions were paid. Further, given the relatively small amount of the check, Warner Bros. was unable to rule out the possibility of other additional financial agreements or arrangements with Pollack as to the Film.

**Warner Bros. Did Not Distribute The Film**

8. Warner Bros. had a right to acquire the Film for distribution under certain circumstances under the Quitclaim Agreement, as amended. Warner Bros., however, did not acquire or distribute the Film. Warner Bros.'s decision to neither acquire nor distribute the Film was not as a result of any claims made by Pollack's estate or its attorney, Barry Tyerman. Warner Bros. declined to acquire or distribute the Film for business reasons that were unrelated to any claims made by Pollack's estate.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 4th day of January, 2024, at Burbank, California.

steven spira
steven spira (Jan 4, 2024 10:39 PST)

Steven Spira