

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475
)
) (Joint Administration Requested)
)
)

**DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA
VERITA GLOBAL, AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS,
EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), respectfully represent as follows in support of this application (this "Section 156(c) Application"): ²

RELIEF REQUESTED

1. By this Section 156(c) Application, the Debtors respectfully request the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), (i) appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent ("Claims and Noticing Agent") in the Debtors' chapter 11 cases, effective as of the Petition Date (as defined below), to assume full responsibility for the distribution of notices and the

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration (as defined herein).

maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases, and (ii) granting related relief. In support of this Section 156(c) Application, the Debtors rely upon the (a) *Declaration of Evan Gershbein in Support of Debtors' Application Entry of an Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC dba Verita Global, as Claims and Noticing Agent Effective as of Petition Date, and (II) Granting Related Relief*, a copy of which is attached hereto as Exhibit B (the "Gershbein Declaration"), and (b) the *Declaration of Keith Maib in Support of First day Relief*, filed contemporaneously herewith (the "First Day Declaration"). The Debtors' selection of Verita also satisfies the Claims Agent Protocol (as defined below), in that the Debtors obtained and reviewed engagement proposals from three notice and claims agents, including Verita, to ensure a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's retention are set forth in the engagement agreement attached as Exhibit C (the "Engagement Agreement"); provided that Verita is seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the Proposed Order.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later

determined that the Court, absent the consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are found in section 156(c) of title 28 of the United States Code, section 105(a) of Title 11 of the United States Code (the “Bankruptcy Code”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Local Rules 2002-1 and 9013-1 and the Court’s Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c), instituted by the Office of the Clerk of the Bankruptcy Court (the “Clerk”) on February 1, 2012 (the “Claims Agent Protocol”).

BACKGROUND

5. On March 17, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases, and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors’ business, their capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

VERITA’S QUALIFICATIONS AND NEED FOR VERITA’S SERVICES

7. Verita is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.

8. The appointment of Verita as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Clerk of the administrative burden of processing what may be an overwhelming number of claims. The Debtors believe that the appointment of Verita as the Claims and Noticing Agent will thus serve to maximize the value of the Debtors' estates for all stakeholders.

SCOPE OF SERVICES PROVIDED

9. This Section 156(c) Application pertains only to the services to be performed by Verita under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Verita that are set forth in the Engagement Agreement but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Section 156(c) Application or by the Proposed Order. Specifically, Verita will perform the following tasks in its role as the Claims and Noticing Agent, as well as all quality control relating thereto (collectively, the "Services"), to the extent requested by the Debtors:

- a. Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including, if applicable: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notice of any auction or sale proceeding; (vi) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vii) notice of the effective date of any plan or plans; and (viii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- b. If applicable, maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs listing the Debtors' known creditors and the amounts owed thereto;

- c. Maintain: (i) a list of all potential creditors, equity holders, and other parties in interest; and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk (within 48 hours);
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- e. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For all notices, motions, orders, and other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- h. Maintain an electronic platform for purposes of filing proofs of claim;
- i. Maintain the official claims register for the Debtors (the “Claims Register”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); and (vi) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- k. Implement reasonable security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

- m. File a quarterly updated claims register with the Court in alphabetical and numerical order; if there has been no claims activity, file a Certification of No Claim Activity;
- n. Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to Verita's offices, not less than weekly;
- o. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- p. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and make necessary notations on, or changes to, the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- q. Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website or call center;
- r. If any of these chapter 11 cases are converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of the notice to Verita of entry of the order converting such chapter 11 case(s);
- s. Thirty days prior to the closing of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Verita as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- t. Within 14 days of notice to Verita of entry of an order dismissing or converting these chapter 11 cases, or within 28 days of entry of a final decree closing these chapter 11 cases, Verita shall: (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a final Claims Register; and
- u. Within the earlier to occur of (i) 14 days of entry of an order converting these chapter 11 cases and (ii) entry of a termination order, Verita shall: (a) forward to the Clerk an electronic version of all imaged claims; (b) upload the creditor mailing list into CM/ECF; and (c) docket a final Claims Register.

10. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

PROFESSIONAL COMPENSATION

11. The Debtors are proposing to compensate Verita for the Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the Services be treated as administrative expenses of the Debtors' chapter 11 estates, pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code, and that such fees and expenses be paid in the ordinary course of business without further application to or order of the Court.

12. Verita agrees to maintain records of all Services, including dates, categories of Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel for the Debtors, counsel for any statutory committee, if one is appointed, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Before the Petition Date, the Debtors provided Verita a retainer in the amount of \$45,000.00. Verita seeks first to apply the retainer to all prepetition invoices and thereafter to hold the retainer under the Engagement Agreement during the cases as security for payment of fees and expenses incurred under the Engagement Agreement.

14. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's

gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

VERITA'S DISINTERESTEDNESS

15. Verita has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

16. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

- a. Verita is not a creditor of the Debtors;
- b. Verita shall not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- c. By accepting employment in these chapter 11 cases, Verita waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Verita shall not be an agent of the United States and shall not act on behalf of the United States;
- e. Verita shall not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- f. Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

- g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita shall not intentionally misrepresent any fact to any person;
- h. Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- i. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

17. In view of the foregoing, the Debtors believe that Verita is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

18. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AGENT PROTOCOL

19. This Section 156(c) Application complies with the Claims Agent Protocol and substantially conforms to the standard application in use in the Court. In accordance with the Claims Agent Protocol, prior to the selection of Verita as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from three court-approved Claims and Noticing Agents, including Verita, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that Verita’s rates, as set forth in the Engagement Agreement, are competitive and reasonable given its quality of services and expertise.

20. Based on the foregoing, the Debtors submit that it has satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules, and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtor to retain and employ Verita as Claims and Noticing Agent, effective as of the Petition Date.

BASIS FOR RELIEF

21. The Court is permitted to appoint Verita as Claims and Noticing Agent in these chapter 11 cases. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to use agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f).

22. In view of the number of anticipated claimants and the complexity of the Debtors’ business, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors’ estates, creditors, and other parties in interest because the Debtors will be relieved of the burdens associated with the Services. Accordingly, the Debtors will be able to devote their full attention and resources to their restructuring efforts.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

23. In accordance with the Debtors' request, Verita has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Verita can be compensated for services rendered before approval of this Section 156(c) Application. No party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this Section 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates during the interim period.

24. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Verita as Claims and Noticing Agent, effective as of the Petition Date.

NOTICE

25. Debtors will provide notice of this Motion to: (a) the U.S. Trustee; (b) the holders of the 20 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the ABS Trustee; (d) counsel to the DIP Lenders; (e) counsel to Vine Alternative Investments Group, LLC; (f) the United States Attorney's Office for the District of Delaware; (g) the state attorneys general for all states in which the Debtors conduct business; (h) the Internal Revenue Service; (i) the United States Department of Justice; and (j) any party that requests service pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, within two business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

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CONCLUSION

WHEREFORE, the Debtors request entry of the Proposed Orders, granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 17, 2025

VILLAGE ROADSHOW ENTERTAINMENT GROUP
USA INC., *et al.*,

/s/ Keith Maib

Name: Keith Maib

Title: Chief Restructuring Officer

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475
)
) (Jointly Administered)
)
) **Ref. Docket No. _____**

**ORDER (I) APPROVING THE RETENTION AND APPOINTMENT
OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL, AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS,
EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon consideration of the application (the “Section 156(c) Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”) (i) appointing Verita as the Claims and Noticing Agent, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases, and (ii) granting related relief; and upon the First Day Declaration and the Gershbein Declaration; and upon the statements of counsel made in support of the relief requested in the Section 156(c) Application at the hearing before this Court; and it appearing that this Court has jurisdiction to consider the Section 156(c) Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

February 29, 2012; and it appearing that venue of these chapter 11 cases and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Section 156(c) Application has been given under the circumstances and in accordance with the Bankruptcy Rules and Local Rules and that no other or further notice is necessary; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtors' estates; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Section 156(c) Application is GRANTED as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement, the Section 156(c) Application is granted solely as set forth in this Order.
3. Pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, Local Rule 2002-1, and the Claims Agent Protocol, the Debtors are authorized to retain Verita as Claims and Noticing Agent in these chapter 11 cases, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform the Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases and to perform all related tasks as set forth in the Section 156(c) Application.
4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases, and Verita is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to

every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtors are authorized to compensate Verita in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses as the Claims and Noticing Agent.

9. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and Verita shall serve monthly invoices on the Debtors, the Trustee, counsel for the Debtors, counsel for any statutory committee, if one is appointed, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

12. Verita may apply its retainer to all prepetition invoices, and thereafter Verita may hold its retainer under the Engagement Agreement during these chapter 11 cases as security for payment of fees and expenses incurred under the Engagement Agreement.

13. The Debtors are authorized to indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing these chapter 11 cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor with this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time

under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary in the Engagement Agreement, during these chapter 11 cases, the limitation of liability contained in section IX of the Engagement Agreement shall be given no effect during the pendency of these chapter 11 cases.

15. In the event that Verita is unable to provide the Services, Verita shall immediately notify the Clerk and the Debtors' counsel and shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

17. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this Court.

18. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

19. After entry of an order terminating Verita's services as the Claims and Noticing Agent, upon the closing of these chapter 11 cases, or for any other reason, Verita shall be responsible for: (i) forwarding to the Clerk an electronic version of all imaged claims; (ii) uploading the creditor mailing list into CM/ECF; and (iii) docketing a final Claims Register.

20. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

21. Notice of the Section 156(c) Application shall be deemed good and sufficient notice of such Section 156(c) Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are waived by such notice.

22. The Debtors and Verita are authorized to take any and all actions necessary to effectuate the relief granted herein.

23. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

24. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT B

Gershbein Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10475
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) (Jointly Administered)
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**DECLARATION OF EVAN GERSHBEIN IN
SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL, AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS,
EFFECTIVE AS OF PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information, and belief:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), with offices located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. I am authorized to submit this declaration in support of the *Debtors' Application for Entry of an Order (I) Approving the Retention and Appointment of Kurtzman Carson Consultants, LLC dba Verita Global, as the Claims and Noticing Agent, Effective as of Petition Date, and (II) Granting Related Relief* (the "Section 156(c) Application")² filed contemporaneously herewith in the chapter 11 cases of the above-captioned debtors and debtors

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.'s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

in possession (the “Debtors”). Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. Verita is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including several recent cases filed in this District.

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk’s office, the claims and noticing services specified in the Section 156(c) Application and Engagement Agreement. In addition, at the Debtors’ request, Verita will perform such other claims and noticing services specified in the Section 156(c) Application. For the avoidance of doubt, pursuant to the Engagement Agreement, Verita will perform the Services for the Debtors in these chapter 11 cases.

4. Subject to Court approval, the Debtors have agreed to compensate Verita for professional services rendered pursuant to 28 U.S.C. § 156(c) in connection with these chapter 11 cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of an invoice by Verita to the Debtors after the end of each calendar month, which shall include a detailed listing of services and expenses. Verita has received a \$45,000.00 retainer from the Debtors and will first apply the retainer to all prepetition invoices, and thereafter Verita will hold the retainer under the Engagement Agreement during these chapter 11 cases as security for services rendered and expenses incurred in performing the Services.

5. Verita represents, among other things, the following:
 - a. Verita is not a creditor of the Debtors;
 - b. Verita shall not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
 - c. By accepting employment in these chapter 11 cases, Verita waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
 - d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Verita shall not be an agent of the United States and shall not act on behalf of the United States;
 - e. Verita shall not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
 - f. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
 - g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita shall not intentionally misrepresent any fact to any person;
 - h. Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
 - i. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - j. None of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

6. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention may be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the “Potential Parties in Interest”) in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as

Exhibit 1. Verita is not aware of any relationship that would present a disqualifying conflict of interest.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, have any adverse connections to the Debtors, their creditors, or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for other chapter 11 debtors.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as

set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

12. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in these chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

13. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

14. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Verita will comply with them, subject to the orders of the Court. In accordance with 28 U.S.C. §

1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: March 17, 2025

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC
DBA Verita Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245
Telephone: (310) 823-9000

Proposed Claims and Noticing Agent for Debtors

EXHIBIT 1

Potential Parties in Interest

Village Roadshow Entertainment Group USA Inc.

Potential Parties in Interest

Banks

Australia and New Zealand Banking Group
Limited
City National Bank

Consultants

Amelia Belle
Brian Gilbert
Debra Manwiller
Frank N. Magid Associates, Inc.
Oliver Brack
Todd Berger

Contract Counterparties

78 Home, Inc. f/s/o John Stuart Newman
Aaron Priest Literary Agency
Aftershock Comics, LLC
Agberg Ltd.
An MLR Original, Inc. f/s/o Marja-Lewis
Ryan
Barrett Brothers Entertainment LLC f/s/o
Jack Barrett and Max Barrett
Barstool Sports, Inc.
Bento Rights, LLC
Blackbird Films f/s/o Adam Small
BPM Associates, LLC f/s/o Michael Scott
McAda
Bruce Schoenfeld
Bruce Schoenfeld, Individually
Chris Cullari
CHRIS CULLARI and JENNIFER RAITE
Circle of Confusion
CJ ENM Co., Ltd.
Clark & Palattella, LLC
Clark Palattella, PLLC
Columbus Rose Ltd f/s/o David Baldacci
Darkling Entertainment Inc. f/s/o Matthew
Arnold and Travis Rooks
David Grossman
David Hollander
December Films Inc.
Derek Sanderson

Elaine Murphy
Elkins Law, P.C.
EuropaCorp
Everheart Productions, Inc.
Fourward, Inc. f/s/o Jonathan Levin
Gochman Law Group, PC
Grand Central Publishing
Hansen, Jacobson, Teller, Hoberman,
Newman, Warren, Richman, Rush, Kaller,
Gellman, Meigs & Fox, LLC
Harold Sipe
Hart Properties, Inc.
Hector Casanova
HG Literary
Hub Australia Pty Ltd
Iliza Shlesinger
Ink Fish Ltd.
J.T. Petty
Jacob V. Hart
James V. Hart
Jane Gilmartin
Janklow & Nesbit Associates
Jason Kaleko
Jennifer Raite
Jerome Loving
Joel Golby
Jonathan Levin
Jose Nateras
Julie B. Dixon f/k/a Julie Strasser or J.B.
Strasser
Kalista Sy
Katzner Pictures, Inc. f/s/o Oren Moverman
Kendall Milton
Kevin Kelly
Kleinberg Lange Cuddy & Carlo LLP
Kubier Entertainment, Inc.
Lana Harper
Lauren Billings Luhrs and Christina Venstra
p/k/a Christina Hobbs
Light Work Content, Inc. f/s/o Eric Amadio
Lily Drew Detweiler
Lindsay Harbert

LSE International IV, LLC
 Macrosoft Media Ltd.
 Magid
 Majordomo Media f/s/o Dave Chang, Chris Ying, and Chris Chen
 Mark Neveldine and Royal Street Holdings, Inc. f/s/o Jamil Stefan
 Mati Diop
 McKuin Frankel Whitehead LLP
 Mediabrat Productions, Inc. f/s/o Will Pascoe
 Mike Freeman
 Minor Demons, Inc. f/s/o Michael Dougherty
 Missing Linc Corporation
 Mr. Jason Kaleko
 Mukoma Wa Ngugi
 Murray Weiss and Bill Hoffmann
 Myman Greenspan
 Nicholas Adams
 Nick Foster
 Patrick Cunnane
 Paul Hastings LLP
 PCG
 Pedialaw LLC f/s/o JT Hunster
 Penguin Random House LLC
 Peter Sample
 Peter Seymour
 Pius Ailemen
 Pocono Pictures, a California Corporation f/s/o Robert Nelson Jacobs, Charlie Jacobs, and Alexander Jacobs
 Principle Communications Group LLC
 Raj Balu
 Renato Baccaro and Daniel Baccaro
 Richard Edlund Films, Inc.
 Richard Edlund Films, Inc. f/s/o Richard Edlund
 Rob Hart
 Robert Silverberg
 Rolling Stone LLC
 Rolling Stone LLC f/s/o Any Employees Acting on Behalf of Owner
 Roman Lupi
 Sadamantium, Inc. f/s/o Mike Lawrence
 Sammy Mo, Inc. f/s/o Sam Morril

SawSee Films, Inc. f/s/o Fax Bahr
 Say When Productions f/s/o Allie Romano
 Sean Cook
 Serendipity Point Films Inc.
 Seven Seas Films Limited
 Signpost Up Ahead, Inc. f/s/o Jill Blotevogel
 Skylight Films, LLC f/s/o Cassandra Clementi and Jacqueline Toboni
 Sloss Eckhouse Dasti Haynes LawCo LLP
 Sony Pictures Television Inc. (SPT)
 Stately Plump Buck Mulligan, LLC f/s/o Neil Strauss
 Stefanie Williams
 Story Paradox Corporation f/s/o Rob Hart
 Texas Monthly LLC
 The Law Office of Renee Farrell
 The Wicker Room
 The Wicker Room, Inc. f/s/o Chris McCoy
 Three River Entertainment, Inc.
 Travis Klune (aka T.J. Klune)
 United Talent Agency
 Upper Press, LLC
 Vine Entertainment International Corp.
 Vine Entertainment LP
 Vine Eton Library Company LP
 Vine Gaylord Company LP
 Vine LSE International IV, LLC
 Vine LSE IV, LP
 Vine Manchester Library Company LP
 Vine Rysher Company LP
 VMAC Productions, Inc. f/s/o Vanessa McCarthy
 Westside Stories LLC d/b/a Rebelle Media
 Xerox Financial Services LLC
 Yo Productions, LLC

Debtors

Crescent Film Holdings Limited
 Village Roadshow Distribution (BVI) Limited
 Village Roadshow Distribution Pty Ltd
 Village Roadshow Distribution UK Limited
 Village Roadshow Distribution USA Inc.
 Village Roadshow Entertainment Group (BVI) Limited

Village Roadshow Entertainment Group
 Asia Limited
 Village Roadshow Entertainment Group
 USA Inc.
 Village Roadshow Film Administration
 Management Pty Ltd
 Village Roadshow Films (BVI) Limited
 Village Roadshow Films Global Inc.
 Village Roadshow Films North America Inc.
 Village Roadshow Holdings USA Inc.
 Village Roadshow Pictures Entertainment
 Inc.
 Village Roadshow Pictures North America
 Inc.
 Village Roadshow Productions (BVI) Ltd
 Village Roadshow Productions Inc.
 Village Roadshow VS Films LLC
 VR DTE Distribution USA Inc.
 VR DTE Productions Limited
 VR Films Holdings (BVI) Limited
 VR Funding LLC
 VR Zoo Distribution USA Inc.
 VR Zoo Productions Ltd
 VREG Films Ltd
 VREG Funding LLC
 VREG IP Global LLC
 VREG J2 Global LLC
 VREG MM2 IP Global LLC
 VREG OP Global LLC
 VREG Production Services Inc.
 VREG Television Inc.
 VREG Wonka IP Global LLC
 VREG WW IP Global LLC

Directors and Officers

Adam Rhodes
 Carlos Andres Abadi
 Christina Norman
 Edward Truitt
 Harvey Tepner
 James Patrick Moore
 Kevin Berg
 Lee Sienna
 Louis Santor
 Matthew White
 Nicholas Messum

Peter Nankivell
 Ruth Bradley
 Ted Francis

Employees (Current)

Joy Taylor, Manager, Treasury & Cash Management
 Kevin Berg, General Counsel
 Louis Santor, COO
 Rosemarie Spadavecchia, Executive Assistant
 Teronna Taylor, Senior Vice President, Human Resources
 Dilani Chandrahasan
 Veronica Gruba
 Marsha Setiono
 Lauren Shaw
 Jesse Spike
 Glenn Taylor

Employees (Former)

Alix Jaffe
 Cory Lanier
 Shannon Hawes Perry
 Alice Shoshana Highman
 Ameer Wafer
 Amelia Amy Belle Silbert-Geiger
 Anne H MacKay
 Ara Joseph Rice
 Arianna G. Johnson
 Asha Norman-Hunt
 Brianna Hennessey
 Bryan R Greenwood
 Caitlyn McHugh
 Charlene M Feliciano
 Chase Evans
 Chloe Rose Sesar
 Christina C. Steele
 Christine L Ricardo
 Dante Bailey
 Daron D Jackson
 Dylan Kane
 Eamon Frank Anthony Schiro
 Elizabeth Gale Cuzzupoli
 Ethan Obergfoll
 Gabrielle A Scurlark
 Gavin J Citron
 Isabella Salma Samman
 Jackson G Gibbon
 Jacob Bradley

Jake L Robbins
 Jake Jashni
 Jason K Buckley
 Jeffrey M Pendo
 Jesse J Paul
 Jillian A Apfelbaum
 Jordan Leigh Sharkey
 Kelso Meeks
 Keyon E Tehrani
 Laura Elizabeth Lynch Marchione
 Macy Muxlow
 Marley L Abbott
 Michael J Lechner
 Michael J Linowes
 Murphy Stack
 Nicolas J Gordon
 Peter H Schlessel
 Robert Corzo
 Roland Feliciano
 Shan Howerton
 Stephen M Mosko
 Tristen A Tuckfield
 Zola Anisceta Franchi

Equity Holders

Village Roadshow Limited
 Village Roadshow Pictures International Pty Ltd
 Falcon Strategic Partners IV LP
 Vine Media Opportunities - Fund III, LP
 Vine Media Opportunities - Fund III-A, LP
 Vine Media Opportunities - Fund III-B, LP
 Vine Westcon SPV, LP
 1397225 Ontario Limited

Guilds

Directors Guild of America
 SAG-AFTA
 Writers Guild of America
 Writers Guild of America, West, Inc.
 Writers Guild of America, East, Inc.
 Motion Picture Association, Inc.

Insurance Carriers

Accredited Insurance (Europe) Limited
 ACE American Insurance Company

Alliant Insurance Services, Inc.
 Arch Specialty Insurance Company
 Arthur J. Gallagher Risk Management Services LLC
 Ascot Specialty Insurance Company
 Atlantic Specialty Insurance Company
 AXA XL - Professional Insurance
 Berkshire Hathaway Specialty Insurance
 Chubb Group of Insurance Companies
 Chubb International Advantage
 Coalition Insurance Solutions, Inc. (CRC Insurance Services, Inc.)
 Coalition, Inc.
 Convex North American Insurance Services, Inc.
 Federal Insurance Company
 Firemans Fund Indemnity Corporation
 Fortegra Specialty Insurance Company
 Howden
 Intact Insurance Entertainment
 Intact Insurance Group USA LLC
 Intact Specialty Entertainment
 Lloyds
 Lloyds Syndicate (Rising Edge Ltd)
 National Fire & Marine Insurance Company
 OBI National Insurance Company
 QBE Insurance Corporation
 Rising Edge Ltd
 Risk Placement Services, Ins.
 Underwriters at Lloyds, London
 Victor Insurance Exchange
 XL Professional Insurance
 XL Specialty Insurance Company

Lessors

10100 Santa Monica, Inc.
 Xerox Financial Services LLC
 Allen Matkins Leck Gamble Mallory & Natsis LLP

Lienholders

Columbia Pictures Industries, Inc.
 Cooperatieve Rabobank U.A.
 Cortland Capital Market Services LLC
 JPMorgan Chase Bank, N.A.
 Loompala Pictures, LLC

Magnum Films SPC
U.S. Bank National Association
Wilmington Savings Fund Society, FSB

Litigation Counterparties

Warner Bros. Entertainment Inc.
Warner Bros. Production Limited
WAV Distribution LLC

Miscellaneous

Abso Lutely Productions, Inc. f/s/o Tim
Heidecker, Eric Wareheim, Dave Kneebone
Alternate Side Productions, LLC f/s/o Jerry
Angelo Brooks (a.k.a. JB Smoove)
Chris Case DBA Dixon Cox Productions Inc
Content Cartel, LLC f/s/o Kevin Garnett,
Murithi "Mike" Marangu, and Any Other
Employees of ProdCo
Content Cartel, LLC f/s/o Kevin Garnett,
Murithi "Mike" Marangu, and Any Other
Employees of ProdCo
Dixon Cox Production f/s/o Christopher
Case
EP Abso LLC f/s/o Time Heidecker, Eric
Wareheim, Dave Kneebone
Happy Madison TV, Inc. f/s/o Adam
Sandler, Matthew Mosko, and Any Other
Employees of ProdCo
McGuffin Entertainment Media Inc. f/s/o
Paul Bernard, James Scura, and Any Other
Employees
Moonshot Entertainment, Inc. f/s/o Bryan
Cranston, James Degus and Any Other
Employees, or Independent Contractors
Acting on Behalf of ProdCo
Three River Entertainment, Inc. f/s/o David
Hollander
Roger Pliakas, Esq.
Gursey Schneider LLP
A. N. Pane

Non-Debtor Affiliates

Humanoids Holding
Zoo Film Partners L.P.
DTE Film Partners LP
Zoo Films LLC

DTE Films LLC

Potential Purchasers

CP Ventura LLC
Content Partners, LLC
Easttree Media Limited
Alcon Entertainment

Professionals

Accordion Partners, LLC
Barnes & Thornburg LLP
Kirkland & Ellis LLP
Kurtzman Carson Consultants, LLC dba
Verita Global
Goldman Sachs
Latham & Watkins LLP
Maples & Calder LLP
Milbank LLP
Morrison & Foerster LLP
O'Melveny & Myers LLP
Paul Hastings LLP
Seward & Kissell LLP
Sheppard, Mullin, Richter & Hampton LLP
Solic Capital Advisors, LLC
Thomson Geer
Virtu Global Advisors, LLC
Young Conaway Stargatt & Taylor, LLP

Studios

Amazon MGM Studios
Netflix, Inc.
Universal Pictures
Walt Disney Studios
New Regency Entertainment
Paramount Pictures Corporation
Sony Pictures Entertainment Inc.
Warner Bros. Entertainment Inc.

Taxing Authorities

Australian Taxation Office
British Virgin Islands Financial Services
Commission
British Virgin Islands Inland Revenue
Department
California Franchise Tax Board

California Department of Tax and Fee
Administration
California State Board of Equalization
Delaware Division of Revenue
HM Revenue and Customs
Internal Revenue Service
Los Angeles County Tax Collector
Los Angeles Office of Finance

United States Trustee and Court Contacts

Attix, Lauren
Barksdale, Nickita
Bates, Malcolm M.
Batts, Cacia
Bello, Rachel
Brady, Claire
Capp, Laurie
Casey, Linda
Cudia, Joseph
Dice, Holly
Dorsey, John T.
Dortch, Shakima L
Fox, Timothy J., Jr
Gadson, Danielle
Giordano, Diane
Girello, Michael
Goldblatt, Craig T
Green, Christine
Hackman, Benjamin
Haney, Laura
Horan, Thomas M.
Hrycak, Amanda
Hurt, Xavier
Johnson, Lora
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane
Lipshie, Jonathan
Lopez, Marquietta
Lugano, Al
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Boyle, Una
O'Malley, James R.
Owens, Karen B.

Richenderfer, Linda
Schepacarter, Richard
Selber Silberstein, Laurie
Serrano, Edith A.
Shannon, Brendan L.
Sierra-Fox, Rosa
Stickles, J. Kate
Subda, Paula
Thomas, Elizabeth
Walker, Jill
Walrath, Mary F.
Washington, Nikki
Wynn, Dion
Yeager, Demitra

Utility Providers

AT&T MOBILITY
Cogent Communications, Inc.
Cogent Communications, LLC
DivergeIT
Mitel
Mitel Cloud Services, Inc.
Mitel Deutschland GmbH
Mitel France SAS
Mitel Networks Limited
RingCentral Inc.

Vendors

Active Wellness
American Express
Christopher W. Taylor
Eisner LLP
Excel
Federal Express
LoopUp
Magnolia Pictures LLC
Marlin Lease Corporation
Mickey Hargitay Plants
PWGA Pension Fund
Sparkletts
WGA Health Fund Contribution
Green Hasson & Janks LLP (GHJ)
Ansarada
CT Corporation
Dropbox Inc.
GoDaddy Operating Company, LLC

Harneys Corporate Services Limited
Iron Mountain
Motion Picture Association, Inc.
Studio System
Vistra (BVI) Limited

EXHIBIT C

Engagement Agreement

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 17 day of February 2025, between Village Roadshow Entertainment Group (BVI) Limited (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$45,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,

VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

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maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with

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respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

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KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

Village Roadshow Entertainment Group (BVI)
Limited
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067
Attn: Kevin Berg
Tel: (310) 385-4333
E-Mail: kevin.berg@vreg.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

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XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

Evan J. Gershbein

BY: Evan Gershbein DATE: 17-Feb-2025 | 10:03:17 PM EST
TITLE: EVP, Corporate Restructuring Services

Company

DocuSigned by:

2/17/2025
FEA5F615D2F3433
BY: Kevin Berg DATE:
TITLE: General Counsel