

**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 (TMH)
)
) (Jointly Administered)
)
) Ref. Docket No. 4

**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.



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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).

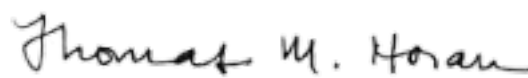
21. Notice of the Section 156(c) Application shall be deemed good and sufficient notice of such Section 156(c) Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are waived by such notice.

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.

Dated: March 18th, 2025
Wilmington, Delaware



THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE