

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

In re:)	
)	Chapter 11
VILLAGE ROADSHOW ENTERTAINMENT)	
GROUP USA INC., <i>et al.</i> , ¹)	Case No. 25-10475 (TMH)
)	
Debtors.)	(Jointly Administered)
)	<u>Hearing Date:</u> April 21, 2025, at 1:30 p.m. (ET)
)	<u>Obj. Deadline:</u> April 14, 2025, at 4:00 p.m. (ET)
)	

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SHEPPARD, MULLIN,
RICHTER & HAMPTON LLP AS COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

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

RELIEF REQUESTED

1. By this Application, the Debtors respectfully request the entry of an order, substantially in the form attached hereto **Exhibit C** (the “Proposed Order”), authorizing the retention and employment of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) as counsel for the Debtors, effective as of the Petition Date (as defined below), in accordance with the terms and conditions set forth in that certain engagement letter between 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 10100 Santa Monica Boulevard, Suite 200, Los Angeles, California 90067. 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).



Debtors and Sheppard Mullin dated as of December 10, 2024, a copy of which is attached as **Exhibit 1** to the Proposed Order (the “Engagement Letter”). In support of this Application, the Debtors submit the declaration of Justin R. Bernbrock (the “Bernbrock Declaration”), which is attached hereto as **Exhibit A**, and the declaration of Keith Maib (the “Maib Declaration”), which is attached hereto as **Exhibit B**.

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 February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent 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 pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

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. These chapter 11 cases are being

jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. The Debtors are managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 27, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 103]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. Additional information regarding the Debtors, their business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases are set forth in the *Declaration of Keith Maib in Support of First Day Relief* [Docket No. 2] (the “First Day Declaration”), which is fully incorporated herein by reference.

SHEPPARD MULLIN’S QUALIFICATIONS

7. The Debtors seek to retain Sheppard Mullin because of Sheppard Mullin’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Sheppard Mullin attorneys have served significant roles in a wide array of large chapter 11 cases. For example, attorneys in Sheppard Mullin’s Finance and Bankruptcy practice group have assisted, advised, and provided strategic advice to debtors, creditors, investors, and other entities in numerous cases, including the following: *In re Takeoff Technologies, Inc.*, Case No. 24-11106 (CTG) (Bankr. D. Del.); *In re The Roman Catholic Bishop of Sacramento*, Case No. 24-21326 (Bankr. E.D. Cal.); *In re Beverly Cmty. Hosp. Ass’n*, Case No. 23-12359 (SK) (Bankr. C.D. Cal.); *In re Genesis Global Holdco, LLC*, Case No. 23-10063 (SHL) (Bankr. S.D.N.Y.); *In re The Roman Catholic Archbishop of San Francisco*, Case No. 23-30564 (Bankr. N.D. Cal.); *In re Alpha Media Holdings LLC*, Case No. 21-30209 (Bankr. E.D. Va.); *In re Buckingham Heights*

Bus. Park, Case No. 21-17060 (BB) (Bankr. C.D. Cal.); *In re Seadrill Partners*, Case No. 20-35740 (DRJ) (Bankr. S.D. Tex.); *In re Chinos Holdings, Inc.*, Case No. 20-32181 (KLP) (Bankr. E.D. Va.); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK) (Bankr. D.N.J.); *In re BJ Services*, Case No. 20-33627 (MI) (Bankr. S.D. Tex.); *In re Weinstein Co. Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del.); *In re Toisa Ltd.*, Case No. 17-10184 (SCC) (Bankr. S.D.N.Y.); *In re Bostwick Laboratories, Inc.*, Case No. 17-10570 (BLS) (Bankr. D. Del.); *In re AOG Ent., Inc.*, Case No. 16-11090 (SMB) (Bankr. S.D.N.Y.); *In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y.); *In re Suntech America, Inc.*, Case No. 15-10054 (CSS) (Bankr. D. Del.); *In re AMR Corp.*, Case No. 11-15463 (SHL) (Bankr. S.D.N.Y.); *In re TerreStar Networks, Inc.*, Case No. 10-15446 (SHL) (Bankr. S.D.N.Y.); and *In re Vetrix Corp.*, Case No. 09-13347 (KG) (Bankr. D. Del.).

9. In preparing for its representation of the Debtors in these chapter 11 cases, Sheppard Mullin has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Sheppard Mullin is both well qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

SERVICES TO BE PROVIDED

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Sheppard Mullin to render the following legal services:

- (a) advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- (b) advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

- (c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- (d) taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates except as set forth herein;
- (e) preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- (f) representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- (g) advising the Debtors in connection with any potential sale of assets;
- (h) appearing before the Court and any appellate courts to represent the interests of the Debtors' estates except as set forth herein;
- (i) advising the Debtors regarding tax matters;
- (j) taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- (k) performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

PROFESSIONAL COMPENSATION

11. Sheppard Mullin intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Sheppard Mullin will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that

Sheppard Mullin uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and extraordinary time pressures.

12. Sheppard Mullin operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Sheppard Mullin's hourly rates for matters related to these chapter 11 cases range as follows:

Billing Category	Range
Partners	\$1,095 – \$2,350
Special Counsel	\$665 – \$2,080
Associates	\$765 – \$1,175
Paraprofessionals	\$195 – \$1,185

14. Sheppard Mullin's hourly rates are set at a level designed to compensate Sheppard Mullin fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

15. Sheppard Mullin represented the Debtors during the approximately twelve-month period before the Petition Date, using the hourly rates listed above and in the Bernbrock Declaration. Moreover, these hourly rates are consistent with the rates that Sheppard Mullin charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Sheppard Mullin is appropriate and not significantly different from (a) the rates that Sheppard Mullin charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Sheppard Mullin will perform in these chapter 11 cases.

17. It is Sheppard Mullin's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Sheppard Mullin's policy to charge its clients only the amount actually incurred by Sheppard Mullin in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Sheppard Mullin utilizes the services of overtime secretaries. Sheppard Mullin charges fees for these services pursuant to the Engagement Letter, which permits Sheppard Mullin to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Sheppard Mullin professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

COMPENSATION RECEIVED BY SHEPPARD MULLIN FROM THE DEBTORS

19. Per the terms of the Engagement Letter, on December 11, 2024, the Debtors paid \$100,000 to Sheppard Mullin, which, as stated in the Engagement Letter, constituted a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Sheppard Mullin additional special

purpose retainers totaling \$2,950,000 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by and becomes property of Sheppard Mullin upon receipt. In addition, upon Sheppard Mullin's receipt, the Debtors no longer have a property interest in any special purpose retainer. The Engagement Letter further provides that any special purpose retainer will be placed in Sheppard Mullin's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer. A chart identifying the statements setting forth the professional services provided by Sheppard Mullin to the Debtors and the expenses incurred by Sheppard Mullin in connection therewith, as well as the special purpose retainer transferred by the Debtors to Sheppard Mullin, prior to the Petition Date is set forth in the Bernbrock Declaration.

20. Pursuant to Bankruptcy Rule 2016(b), Sheppard Mullin has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Sheppard Mullin or (b) any compensation another person or party has received or may receive.

21. As of the Petition Date, the Debtors did not owe Sheppard Mullin any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Sheppard Mullin's special purpose retainer, the amount of Sheppard Mullin's special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

SHEPPARD MULLIN'S DISINTERESTEDNESS

22. To the best of the Debtors' knowledge and as disclosed herein and in the Bernbrock Declaration, (a) Sheppard Mullin is a "disinterested person" within the meaning of section 101(14)

of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Sheppard Mullin has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed in the Bernbrock Declaration.

23. Sheppard Mullin will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Sheppard Mullin will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

BASIS FOR RELIEF

24. The Debtors seek retention of Sheppard Mullin as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

26. The Debtors submit that for all the reasons stated above and in the Bernbrock Declaration, the retention and employment of Sheppard Mullin as counsel to the Debtors is

warranted. Further, as stated in the Bernbrock Declaration, Sheppard Mullin is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed in the Bernbrock Declaration.

NOTICE

27. Debtors will provide notice of this Application 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. In light of the nature of the relief requested, no other or further notice need be given.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein, and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: March 31, 2025

By: /s/ Keith Maib
Keith Maib
Chief Restructuring Officer

**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)
)
) **Hearing Date:** April 21, 2025, at 1:00 p.m. (ET)
) **Obj. Deadline:** April 14, 2025, at 4:00 p.m. (ET)
)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Sheppard, Mullin, Richter & Hampton LLP as Counsel to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that that any objections to the Application must be filed on or before **April 14, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other information regarding these chapter 11 cases are available for inspection free of charge on the case website at <https://www.veritaglobal.net/vreg>.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON APRIL 21, 2025, AT 1:00 P.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

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>.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: March 31, 2025
Wilmington, Delaware

/s/ Benjamin C. Carver

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Joseph M. Mulvihill (Del. Bar No. 6061)
Carol E. Thompson (Del. Bar No. 6936)
Benjamin C. Carver (Del. Bar No. 7176)
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: jmulvihill@ycst.com
cthompson@ycst.com
bcarver@ycst.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Justin R. Bernbrock (admitted *pro hac vice*)
Matthew T. Benz (admitted *pro hac vice*)
321 North Clark Street, 32nd Floor
Chicago, IL 60654
Telephone: (312) 499-6300
Facsimile: (312) 499-6301
Email: jbernbrock@sheppardmullin.com
mbenz@sheppardmullin.com

-and-

Jennifer L. Nassiri (admitted *pro hac vice*)
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Telephone: (310) 228-3700
Facsimile: (310) 228-3701
Email: jnassiri@sheppardmullin.com

-and-

Alyssa Paddock (admitted *pro hac vice*)
30 Rockefeller Plaza, 39th Floor
New York, NY 10112
Telephone: (212) 653-8700
Facsimile: (212) 653-8701
Email: apaddock@sheppardmullin.com

*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

EXHIBIT A

Bernbrock 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 (TMH)
)
) (Jointly Administered)
)
)

**DECLARATION OF JUSTIN R. BERNBROCK
IN SUPPORT OF THE DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SHEPPARD, MULLIN,
RICHTER & HAMPTON LLP AS COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

I, Justin R. Bernbrock, hereby state and declare the following under penalty of perjury:

1. I am a partner in the Finance and Bankruptcy Group of the law firm Sheppard, Mullin, Richter LLP ("Sheppard Mullin").² I am a resident of Sheppard Mullin's Chicago office, located at 321 North Clark Street, 32nd Floor, Chicago, IL 60654. I am the lead attorney from Sheppard Mullin working on the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). I am a member in good standing of the Bar of the State of Illinois. There are no disciplinary proceedings pending against me.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sheppard, Mullin, Richter &*

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 10100 Santa Monica Boulevard, Suite 200, Los Angeles, California 90067. 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 Application (as defined herein).

Hampton LLP as Counsel to the Debtors and Debtors in Possession, Effective as of the Petition Date (the “Application”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

SHEPPARD MULLIN’S QUALIFICATIONS

3. The Debtors seek to retain Sheppard Mullin because of Sheppard Mullin’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

4. Sheppard Mullin attorneys have served significant roles in a wide array of large chapter 11 cases. For example, attorneys in Sheppard Mullin’s Finance and Bankruptcy practice group have assisted, advised, and provided strategic advice to debtors, creditors, investors, and other entities in numerous cases, including the following: *In re Takeoff Technologies, Inc.*, Case No. 24-11106 (CTG) (Bankr. D. Del.); *In re The Roman Catholic Bishop of Sacramento*, Case No. 24-21326 (Bankr. E.D. Cal.); *In re Beverly Cmty. Hosp. Ass’n*, Case No. 23-12359 (SK) (Bankr. C.D. Cal.); *In re The Roman Catholic Archbishop of San Francisco*, Case No. 23-30564 (Bankr. N.D. Cal.); *In re Genesis Global Holdco, LLC*, Case No. 23-10063 (SHL) (Bankr. S.D.N.Y.); *In re Alpha Media Holdings LLC*, Case No. 21-30209 (Bankr. E.D. Va.); *In re Buckingham Heights Bus. Park*, Case No. 21-17060 (BB) (Bankr. C.D. Cal.); *In re Seadrill Partners*, Case No. 20-35740 (DRJ) (Bankr. S.D. Tex.); *In re Chinos Holdings, Inc.*, Case No. 20-32181 (KLP) (Bankr. E.D. Va.); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK) (Bankr. D.N.J.); *In re BJ Services*, Case No. 20-33627 (MI) (Bankr. S.D. Tex.); *In re Weinstein Co. Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del.); *In re Toisa Ltd.*, Case No. 17-10184 (SCC) (Bankr. S.D.N.Y.); *In re Bostwick Laboratories, Inc.*, Case No. 17-10570 (BLS) (Bankr. D. Del.); *In re AOG Ent., Inc.*, Case No. 16-11090 (SMB) (Bankr. S.D.N.Y.); *In re Relativity Fashion, LLC*, Case No. 15-11989

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10. Sheppard Mullin's hourly rates are set at a level designed to compensate Sheppard Mullin fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

11. Sheppard Mullin represented the Debtors during the approximately twelve-month period before the Petition Date, using the hourly rates listed above and in the Bernbrock Declaration. Moreover, these hourly rates are consistent with the rates that Sheppard Mullin charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

12. The rate structure provided by Sheppard Mullin is appropriate and not significantly different from (a) the rates that Sheppard Mullin charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Sheppard Mullin will perform in these chapter 11 cases.

13. It is Sheppard Mullin's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Sheppard Mullin's policy to charge its clients only the amount actually incurred by Sheppard Mullin in connection

with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

14. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Sheppard Mullin utilizes the services of overtime secretaries. Sheppard Mullin charges fees for these services pursuant to the Engagement Letter, which permits Sheppard Mullin to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Sheppard Mullin professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

COMPENSATION RECEIVED BY SHEPPARD MULLIN FROM THE DEBTORS

28. Per the terms of the Engagement Letter, on December 11, 2024, the Debtors paid \$100,000 to Sheppard Mullin, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Sheppard Mullin additional special purpose retainers totaling \$2,950,000 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by and becomes property of Sheppard Mullin upon receipt. In addition, upon Sheppard Mullin’s receipt, the Debtors no longer have a property interest in any special purpose retainer. The Engagement Letter further provides that any special purpose retainer will be placed in Sheppard Mullin’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer. A chart identifying the statements setting forth the professional services provided by Sheppard Mullin to the Debtors and

the expenses incurred by Sheppard Mullin in connection therewith, as well as the special purpose retainer transferred by the Debtors to Sheppard Mullin, prior to the Petition Date is set forth below:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Initial Request for Special Purpose Retainer	12/10/2024	N/A	\$100,000	N/A	N/A
Receipt of Initial Special Purpose Retainer	12/11/2024	N/A	N/A	\$100,000	\$100,000
Additional Request for Special Purpose Retainer	1/3/2025	N/A	\$150,000	N/A	N/A
Receipt of Additional Special Purpose Retainer	1/8/2025	N/A	N/A	\$150,000	\$250,000
Additional Request for Special Purpose Retainer	1/24/2025	N/A	\$1,000,000	N/A	N/A
Receipt of Additional Special Purpose Retainer	1/27/2025	N/A	N/A	\$1,000,000	\$1,250,000
Additional Request for Special Purpose Retainer	1/31/2025	N/A	\$1,000,000	N/A	N/A
Receipt of Additional Special Purpose Retainer	2/7/2025	N/A	N/A	\$1,000,000	\$2,250,000
Invoice (Full Statement)	2/19/2025	\$100,000	N/A	N/A	\$2,150,000
Invoice (Full Statement)	2/21/2025	\$478,131.40	N/A	N/A	\$1,671,868.60
Invoice (Full Statement)	2/27/2025	\$1,202,906.30	N/A	N/A	\$468,962.30
Additional Request for Special Purpose Retainer	3/13/2025	N/A	\$700,000	N/A	N/A
Receipt of Additional Special Purpose Retainer	3/14/2025	N/A	N/A	\$600,000	\$1,068,962.30
Invoice (Full Statement)	3/16/2025	\$1,066,250	N/A	N/A	\$2,712.30
Receipt of Additional Special Purpose Retainer ³	3/17/2025	N/A	N/A	\$100,000	\$102,712.30

29. Pursuant to Bankruptcy Rule 2016(b), Sheppard Mullin has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person,

³ The final \$100,000 special purpose retainer payment detailed herein was initiated by the Debtors via wire transfer on March 16, 2025.

other than with the partners, associates, and contract attorneys associated with Sheppard Mullin or (b) any compensation another person or party has received or may receive.

15. As of the Petition Date, the Debtors did not owe Sheppard Mullin any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Sheppard Mullin's special purpose retainer, the amount of Sheppard Mullin's special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

16. Sheppard Mullin shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Sheppard Mullin also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by Sheppard Mullin in these chapter 11 cases.

ATTORNEY STATEMENT PURSUANT TO REVISED UST GUIDELINES

17. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- (a) **Question:** Did Sheppard Mullin agree to any variations from, or alternatives to, Sheppard Mullin's standard billing arrangements for this engagement?

Answer: No. Sheppard Mullin and the Debtors have not agreed to any variations from, or alternatives to, Sheppard Mullin's standard billing arrangements for this engagement. The rate structure provided by Sheppard Mullin is appropriate and is not significantly different from (a) the rates that Sheppard Mullin charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- (b) **Question:** Do any of the Sheppard Mullin professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No. The hourly rates used by Sheppard Mullin in representing the Debtors are consistent with the rates that Sheppard Mullin charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- (c) **Question:** If Sheppard Mullin has represented the Debtors in the 12 months prepetition, disclose Sheppard Mullin's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Sheppard Mullin's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Sheppard Mullin's current hourly rates for services rendered on behalf of the Debtors range as follows:

Billing Category	Range
Partners	\$1,095 – \$2,350
Special Counsel	\$665 – \$2,080
Associates	\$765 – \$1,175
Paraprofessionals	\$195 – \$1,185

During the period from March 17, 2024 to December 31, 2024 Sheppard Mullin charged the hourly rates listed below. Sheppard Mullin's hourly rates were increased to the above ranges on January 1, 2025.

Billing Category	Range
Partners	\$985 – \$1,920
Counsel	\$605 – \$1,700
Associates	\$695 – \$1,070
Paraprofessionals	\$180 – \$810

- (d) **Question:** Have the Debtors approved Sheppard Mullin's budget and staffing plan, and, if so, for what budget period?

Answer: The Debtors have approved or will be approving a prospective budget and staffing plan for Sheppard Mullin's engagement for the postpetition period as appropriate. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

SHEPPARD MULLIN'S DISINTERESTEDNESS

18. In connection with its proposed retention by the Debtors in these chapter 11 cases, Sheppard Mullin undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Sheppard Mullin obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Sheppard Mullin has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. Sheppard Mullin sends a daily report of new matters firm wide. All Sheppard Mullin attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Sheppard Mullin did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Sheppard Mullin has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

19. Sheppard Mullin and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Sheppard Mullin has

searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Sheppard Mullin will update this Declaration as necessary and when Sheppard Mullin becomes aware of additional material information. The following is a list of the categories that Sheppard Mullin has searched:⁴

<u>Schedule</u>	<u>Category</u>
1(a)	Banks
1(b)	Consultants
1(c)	Contract Counterparties
1(d)	Debtors
1(e)	Directors and Officers
1(f)	Employees (Current)
1(g)	Employees (Former)
1(h)	Equity Holders
1(i)	Guilds
1(j)	Insurance Carriers
1(k)	Lessors
1(l)	Lienholders
1(m)	Litigation Counterparties
1(n)	Miscellaneous
1(o)	Non-Debtor Affiliates
1(p)	Potential Purchasers
1(q)	Professionals
1(r)	Studios
1(s)	Taxing Authorities
1(t)	UST and Court Personnel
1(u)	Utility Providers
1(v)	Vendors

20. To the best of my knowledge, (a) Sheppard Mullin is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates,

⁴ Sheppard Mullin’s inclusion of parties in the following Schedules is solely to illustrate Sheppard Mullin’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the Schedules or has a claim or legal relationship to the Debtors of the nature described in the Schedules

and (b) Sheppard Mullin has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

21. Listed on **Schedule 2** to this Declaration are the results of Sheppard Mullin's conflicts searches of the above-listed entities.⁵ For the avoidance of doubt, Sheppard Mullin will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Sheppard Mullin (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Sheppard Mullin has an applicable waiver on file or first receives a waiver from such entity allowing Sheppard Mullin to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

22. Sheppard Mullin's conflicts search of the entities listed on **Schedules 1(a) – 1(v)** (that Sheppard Mullin was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Sheppard Mullin attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Sheppard Mullin.

⁵ As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Sheppard Mullin's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Sheppard Mullin's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Sheppard Mullin's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Sheppard Mullin's representation rather than its potential listing in Sheppard Mullin's conflicts search system. The list generated from Sheppard Mullin's conflicts search system is over-inclusive. As a general matter, Sheppard Mullin discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

23. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Sheppard Mullin, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the District of Delaware (the “U.S. Trustee”), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed or otherwise described herein.

24. Sheppard Mullin will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Sheppard Mullin will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

25. Generally, it is Sheppard Mullin’s policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Sheppard Mullin does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

26. From time to time, Sheppard Mullin has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Sheppard Mullin.

27. Certain insurance companies pay the legal bills of Sheppard Mullin clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance

companies, however, are Sheppard Mullin clients as a result of the fact that they pay legal fees on behalf of Sheppard Mullin clients.

SPECIFIC DISCLOSURES

28. As specifically set forth below and in the attached Schedules, Sheppard Mullin represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Sheppard Mullin is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

I. Connections to Certain Equity Security Holders.

29. As disclosed on **Schedule 2**, Sheppard Mullin currently represents or in the past has represented Ontario Teachers' Pension Plan Board and Public Sector Pension Investment Board ("Ontario Teachers"), an affiliate of 1397225 Ontario Limited ("Ontario"). Ontario owns approximately 15.2% of the equity interests in Debtor Village Roadshow Entertainment Group (BVI) Limited and is a lender under the Debtors' proposed postpetition financing facility.⁶ Ontario is separately represented by Morrison & Foerster LLP in connection with these chapter 11 cases. Sheppard Mullin has not represented, and will not represent, Ontario or Ontario Teachers in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases.

⁶ The Debtors' proposed postpetition financing facility is described in greater detail in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 11].

All current and prior Sheppard Mullin representations of Ontario Teachers have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that Sheppard Mullin's current or prior representation of Ontario Teachers precludes Sheppard Mullin from meeting the disinterestedness standard under the Bankruptcy Code.

II. Connections to Certain Insurance Companies.

30. As disclosed on **Schedule 2**, Sheppard Mullin currently represents, and in the past has represented, certain of the Debtors' insurance companies, including, Arthur J. Gallagher Risk Management Services LLC, Ascot Specialty Insurance Company, Atlantic Specialty Insurance Company, Berkshire Hathaway Specialty Insurance, Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company, Intact Insurance Group USA LLC, Lloyds of London, QBE Insurance Corporation, and/or certain of their subsidiaries and affiliates (collectively, the "**Insurance Companies**"), on a variety of matters. Sheppard Mullin's current and prior representation of the Insurance Companies have been in matters unrelated to the Debtors or these chapter 11 cases. Sheppard Mullin has not represented, and will not represent, the Insurance Companies in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Sheppard Mullin's current or prior representation of the Insurance Companies precludes Sheppard Mullin from meeting the disinterestedness standard under the Bankruptcy Code.

III. Connections to Certain Banks.

31. As disclosed on **Schedule 2**, Sheppard Mullin currently represents, and in the past has represented, certain of the Debtors' banks, including City National Bank, JPMorgan Chase Bank, N.A., Goldman Sachs Bank USA N.A., Cooperative Rabobank U.A., U.S. Bank National Association, and/or certain of their subsidiaries and affiliates (collectively, the "**Banks**") on a

variety of matters. Sheppard Mullin's current and prior representations of the Banks have been in matters unrelated to the Debtors or these chapter 11 cases. Sheppard Mullin has not represented, and will not represent, the Banks in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Sheppard Mullin's current or prior representation of the Banks precludes Sheppard Mullin from meeting the disinterestedness standard under the Bankruptcy Code.

IV. Connections to Certain Entertainment Companies.

32. As disclosed on Schedule 2, Sheppard Mullin currently represents, and in the past has represented, certain of the Debtors' studio partners and other potentially interested companies in the entertainment industry, including Amazon Studios, The Walt Disney Company, Fox Corporation, Paramount Global, Netflix, Inc., New Regency Productions, Inc., Sony Pictures Entertainment, Inc., Universal Pictures, Warner Bros. Entertainment Inc., and/or certain of their subsidiaries and affiliates (collectively, the "Entertainment Companies") on a variety of matters. Sheppard Mullin has in the past represented Amazon Studios in connection with the preparation of certain production agreements with the Debtors. The fees Sheppard Mullin receives from Amazon represent approximately 4% of Sheppard Mullin's annual revenue. Approximately 99.9% of the fees Sheppard Mullin has received from Amazon over the applicable time period have been in connection with matters unrelated to the Debtors. Sheppard Mullin's current and prior representations of the Entertainment Companies have, except as otherwise set forth in this paragraph, otherwise been in matters unrelated to the Debtors or these chapter 11 cases. Sheppard Mullin has not represented, and will not represent, the Entertainment Companies in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Sheppard Mullin's current or prior representation of the Entertainment Companies

precludes Sheppard Mullin from meeting the disinterestedness standard under the Bankruptcy Code.

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

33. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Sheppard Mullin is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates, and (b) Sheppard Mullin has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed herein.

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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 and belief.

Dated: March 31, 2025
Chicago, Illinois

By: /s/ Justin R. Bernbrock
Justin R. Bernbrock
Sheppard, Mullin, Richter & Hampton LLP

SCHEDULE 1

The following list contains the names of reviewed entities as described more fully in the *Declaration of Justin R. Bernbrock in Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sheppard, Mullin, Richter & Hampton LLP as Counsel to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the "Bernbrock Declaration"). Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Sheppard, Mullin, Richter & Hampton LLP reviewed each entity in its records, as more fully described in the Bernbrock Declaration, matching the incomplete or ambiguous name.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Banks
1(b)	Consultants
1(c)	Contract Counterparties
1(d)	Debtors
1(e)	Directors and Officers
1(f)	Employees (Current)
1(g)	Employees (Former)
1(h)	Equity Holders
1(i)	Guilds
1(j)	Insurance Carriers
1(k)	Lessors
1(l)	Lienholders
1(m)	Litigation Counterparties
1(n)	Miscellaneous
1(o)	Non-Debtor Affiliates
1(p)	Potential Purchasers
1(q)	Professionals
1(r)	Studios
1(s)	Taxing Authorities
1(t)	UST and Court Personnel
1(u)	Utility Providers
1(v)	Vendors

SCHEDULE 1(a)

Banks

Australia and New Zealand Banking Group Limited
City National Bank

SCHEDULE 1(b)

Consultants

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

SCHEDULE 1(c)

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 Neveland 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 Kassandra 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

SCHEDULE 1(d)

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

SCHEDULE 1(e)

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

SCHEDULE 1(f)

Employees (Current)

Dilani Chandrahasan
Glenn Taylor
Jesse Spike
Joy Taylor
Kevin Berg
Lauren Shaw
Louis Santor
Marsha Setiono
Rosemarie Spadavecchia
Teronna Taylor
Veronica Gruba

SCHEDULE 1(g)

Employees (Former)

Alice Shoshana Highman
Alix Jaffe
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
Cory Lanier
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 Jashni
Jake L Robbins
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
Shannon Hawes Perry
Stephen M Mosko
Tristen A Tuckfield
Zola Anisceta Franchi

SCHEDULE 1(h)

Equity Holders

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

SCHEDULE 1(i)

Guilds

Directors Guild of America

Motion Picture Association, Inc.

SAG-AFTA

Writers Guild of America

Writers Guild of America, East, Inc.

Writers Guild of America, West, Inc.

SCHEDULE 1(i)

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

SCHEDULE 1(k)

Lessors

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

SCHEDULE 1(I)

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

SCHEDULE 1(m)

Litigation Counterparties

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

SCHEDULE 1(n)

Miscellaneous

Abso Lutely Productions, Inc. f/s/o Tim Heidecker, Eric Wareheim, Dave Kneebone

A. N. Pane

Alcon Entertainment

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

Dixon Cox Production f/s/o Christopher Case

Easttree Media Limited

EP Abso LLC f/s/o Time Heidecker, Eric Wareheim, Dave Kneebone

Gursey Schneider LLP

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

Roger Pliakas, Esq.

Three River Entertainment, Inc. f/s/o David Hollander

SCHEDULE 1(o)

Non-Debtor Affiliates

DTE Film Partners LP
DTE Films LLC
Humanoids Holding
Zoo Film Partners LP
Zoo Films LLC

SCHEDULE 1(p)

Potential Purchasers

Content Partners, LLC
CP Ventura LLC

SCHEDULE 1(q)

Professionals

Accordion Partners, LLC
Barnes & Thornburg LLP
Goldman Sachs
Kirkland & Ellis LLP
Kurtzman Carson Consultants, LLC dba Verita Global
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

SCHEDULE 1(r)

Studios

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

SCHEDULE 1(s)

Taxing Authorities

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

SCHEDULE 1(t)

U.S. Trustee and Court Personnel

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

SCHEDULE 1(u)

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.

SCHEDULE 1(v)

Vendors

Active Wellness
American Express
Ansarada
Christopher W. Taylor
CT Corporation
Dropbox Inc.
Eisner LLP
Federal Express
GoDaddy Operating Company, LLC
Green Hasson & Janks LLP (GHJ)
Harneys Corporate Services Limited
Iron Mountain
LoopUp
Magnolia Pictures LLC
Marlin Lease Corporation
Mickey Hargitay Plants
Microsoft Excel
Motion Picture Association, Inc.
PWGA Pension Fund
Sparkletts
Studio System
Vistra (BVI) Limited
WGA Health Fund Contribtuion

SCHEDULE 2***Current** = time worked w/n the last 1 year***Former** = closed record in system AND time worked w/n the last 3 years

Party Name	SMRH Client Name	Client Status
10100 Santa Monica, Inc.	Heitman Capital Management LLC Heitman LLC	Former
1397225 Ontario Limited	Ontario Teachers' Pension Plan Board and Public Sector Pension Investment Board	Current
Amazon MGM Studios	Amazon Books Amazon Care Amazon Health Partnerships Amazon Health Amazon Pharmacy Amazon Studios Amazon Technologies, Inc. Amazon Web Services Amazon - One Medical Group Amazon.com Services LLC Amazon.com Metro-Goldwyn-Mayer Studios, Inc.	Current
American Express	American Express Company	Current
Arthur J. Gallagher Risk Management Services LLC Risk Placement Services, Inc.	Arthur J. Gallagher & Co LDJ American Online Benefits, LLC	Former Current
Ascot Specialty Insurance Company	Hatchet Ridge Wind LLC OC III Holdings LP Pattern SC Holdings, LLC	Current
Atlantic Specialty Insurance Company	Atlantic Specialty Insurance Company ASICS America Corporation Intact Insurance Specialty Solutions JDS Development OneBeacon Insurance Group	Current Current Former

Barstool Sports Walt Disney Studios	ABC Cable Networks Hulu LLC The Walt Disney Company 21st Century Fox	Current
Bento Rights, LLC	Fox Corporation News Corporation	Current
Berkshire Hathaway Specialty Insurance National Fire & Marine Insurance Company	Berkshire Hathaway Specialty Insurance	Current
California Franchise Tax Board California Department of Tax and Fee Administration California State Board of Equalization	Cal Poly Humboldt Cal State East Bay (f/k/a Cal State Hayward) California State University, Los Angeles CalSTRS State of California, State Treasurer's Office CalVets The Board of Trustees of the California State University	Current
City National Bank	City National Bank RBC Capital Market, LLC	Current
CJM ENM Co., Ltd.	CJ America, Inc. CJM ENM Co., Ltd.	Current Former
Content Partners, LLC	Content Partners, LLC CP LG Library Holdings LLC	Former Current
Cooperatieve Rabobank U.A.	DLL Group Rabobank, N.A	Current
Cortland Capital Market Services LLC	Permira Advisers LLP	Current
DTE Film Partners LP DTE Films LLC Paramount Pictures Corporation Zoo Film Partners LP Zoo Films LLC	CBS Broadcasting Inc. Nickelodeon Paramount Global Paramount Media Networks Latam Viacom Media Networks	Current

Firemans Fund Indemnity Corporation	Allianz Insurance Co Allianz Global Investors GmbH Luxembourg Fireman's Fund Insurance Company PIMCO Private Income Fund LP	Current Current Former Current
Fortegra Specialty Insurance Company	Auto Knight Motor Club, Inc.	Former
Goldman Sachs	Goldman Sachs Bank USA N.A. Goldman Sachs & Co. J. Aron & Company LLC The Goldman Sachs Group, Inc	Current
Grand Central Publishing	Creative Lynx Limited H4B London Limited	Current
Gursey Schneider LLP	Gursey Schneider LLP	Current
Hansen, Jacobson, Teller, Hoberman, Newman, Warren, Richman, Rush, Kaller, Gellman, Meigs & Fox, LLC	Hansen, Jacobson, Teller, Hoberman, Newman, Warren, Richman, Rush, Kaller, Gellman, Meigs & Fox, LLC	Former
Howden	HG Pooled Management Limited Howden Americas	Current
Intact Insurance Entertainment Intact Insurance Group USA LLC Intact Specialty Entertainment	Intact Insurance Group USA Intact Insurance Specialty Solutions RSA Luxembourg SA	Current
Iron Mountain	Cutter, Inc. Iron Mountain	Current Former
JPMorgan Chase Bank, N.A.	First Republic Bank JP Morgan Chase Bank JPMorgan Securities (Asia Pacific) Ltd.	Current
Lloyds Underwriters At Lloyds, London	Certain Underwriters at Lloyds, London Underwriters At Lloyds Lloyds of London	Current Former
Los Angeles County Tax Collector Los Angeles Office of Finance	County of Los Angeles Robert Luna - Sheriff of the County of Los Angeles Max Huntsman - Inspector General of the County of Los Angeles	Current
Magnolia Pictures LLC	2929 Productions, LLC	Current

Motion Picture Association, Inc.	Motion Picture Association	Current
Netflix, Inc.	Netflix	Current
New Regency Entertainment	New Regency Productions, Inc.	Current
Penguin Random House	FremantleMedia North America, Inc.	Current
QBE Insurance Corporation	QBE Insurance Corporation QBE North America	Current
Rolling Stone LLC	Penske Media Corporation Vox Media, Inc.	Current
Sony Pictures Entertainment Inc. Sony Pictures Television Inc. (SPT) Magnum Films SPC Columbia Pictures Industries, Inc.	Sony Electronics Inc. Sony Interactive Entertainment LLC Sony Pictures Entertainment Inc.	Current
U.S. Bank National Association	MUFG Union Bank, N.A. Union Bank, N.A. U.S. Bancorp Community Development Corporation U.S. Bank National Association	Current
United Talent Agency	United Talent Agency, LLC	Current
Universal Pictures	Universal City Studios, LLC Universal Pictures Universal Studios Hollywood	Current
Virtu Global Advisors, LLC	Virtu Global Advisors, LLC	Current
Vistra (BVI) Limited	Vistra Corp Vistra Energy Corp.	Former
Warner Bros. Entertainment Inc.	CNN Digital Cinema Initiative, LLC Scripps Media, Inc Turner Broadcasting System, Inc Warner Bros. Entertainment Warner Brothers Discovery	Current
Xerox Financial Services	Palo Alto Research Center, Inc. Xerox Corporation	Current

EXHIBIT B

Maib Declaration

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

In re:)	
)	Chapter 11
VILLAGE ROADSHOW ENTERTAINMENT)	
GROUP USA INC., <i>et al.</i> , ¹)	Case No. 25-10475 (TMH)
)	
Debtors.)	(Jointly Administered)
)	

**DECLARATION OF KEITH MAIB
IN SUPPORT OF THE DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SHEPPARD, MULLIN,
RICHTER & HAMPTON LLP AS COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

I, Keith Maib, hereby state and declare the following under penalty of perjury:

1. I am a Senior Managing Director in the Turnaround & Restructuring practice at Accordion Partners, LLC ("Accordion"),² which has served as a restructuring advisor for Village Roadshow Entertainment Group USA Inc. and each of its affiliated debtors and debtors in possession (collectively, the "Debtors") since February 20, 2024. Effective January 3, 2025, the Company appointed me as the Chief Restructuring Officer. In my capacity as Chief Restructuring Officer of the Debtors, I have a detailed knowledge of and experience with the Debtors' business and financial affairs and am responsible for implementing the Debtors' business plans and strategies and generally overseeing the Debtors' business operations..

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 10100 Santa Monica Boulevard, Suite 200, Los Angeles, California 90067. 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 Application (as defined herein).

2. I submit this declaration (this “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Sheppard, Mullin, Richter & Hampton LLP as Counsel to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the “Application”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

THE DEBTORS’ SELECTION OF SHEPPARD MULLIN AS COUNSEL

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings and their level of knowledge with respect to the Debtors’ business operations. Prior to Sheppard Mullin’s engagement as restructuring counsel, Sheppard Mullin has historically served as the Debtors’ counsel in various finance and corporate matters. Accordingly, through such representation Sheppard Mullin has become familiar with the Debtors’ business operations.

5. Ultimately, the Debtors retained Sheppard Mullin because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Sheppard Mullin is familiar with the Debtors’ business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Sheppard Mullin is both well qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

RATE STRUCTURE

6. In my capacity as Chief Restructuring Officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Sheppard Mullin has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Sheppard Mullin charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Sheppard Mullin and can confirm that the rates Sheppard Mullin charged the Debtors in the prepetition period are the same as the rates Sheppard Mullin will charge the Debtors in the postpetition period.

COST SUPERVISION

7. Sheppard Mullin and the Debtors are in the process of developing a prospective budget and staffing plan. The Debtors recognize that in chapter 11 cases, it is possible that there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Sheppard Mullin. The Debtors also recognize that it is their responsibility to closely monitor the billing practices of Sheppard Mullin and their other professionals to ensure that fees and expenses paid by their estates remain consistent with the Debtors' expectations taking into account the exigencies of these chapter 11 cases. To that end, the Debtors will continue to review and monitor the regular invoices submitted by Sheppard Mullin, and, together with Sheppard Mullin, periodically amend the budget and staffing plans to reflect developments in the case as applicable.

8. The Debtors will monitor the fees and expense reimbursement process during these chapter 11 cases and ensure the Debtors are an active participant in that process. Recognizing that every chapter 11 case is unique, the Debtors, together with Sheppard Mullin, will utilize the budgeting process to provide guidance on the period of time involved and the level of attorneys

and professionals that will work on various matters, as well as the projection of average hourly rates for the attorneys and professionals for such matters.

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 and belief.

Dated: March 31, 2025
Dallas, Texas

By: /s/ Keith Maib
Keith Maib
Chief Restructuring Officer

EXHIBIT C

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 (TMH)
)
) (Jointly Administered)
)
) **Ref. Docket No. [●]**
)

**ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SHEPPARD, MULLIN,
RICHTER & HAMPTON LLP AS COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (the “Order”) authorizing the retention and employment of Sheppard, Mullin, Richter & Hampton LLP (“Sheppard Mullin” or the “Firm”) as counsel to the Debtors, effective as of the Petition Date, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon consideration of the Bernbrock Declaration and the Maib Declaration; and this Court having 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 February 29, 2012; and this Court having found that this is a core

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, Ste. 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 shall have the meanings ascribed such terms in the Application.

proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Bernbrock Declaration that (a) Sheppard Mullin does not hold or represent an interest adverse to the Debtors' estates and (b) Sheppard Mullin is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to retain and employ Sheppard Mullin as their counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Sheppard Mullin is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Sheppard Mullin will render the following legal services:

- (a) advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- (b) advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- (c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- (d) taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates except as set forth in the Application;
- (e) preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- (f) representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- (g) advising the Debtors in connection with any potential sale of assets;
- (h) appearing before the Court and any appellate courts to represent the interests of the Debtors' estates except as set forth in the Application;
- (i) advising the Debtors regarding tax matters;
- (j) taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- (k) performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Sheppard Mullin shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Sheppard Mullin also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Sheppard Mullin in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Sheppard Mullin shall apply any remaining amounts of its prepetition special purpose retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Sheppard Mullin. Sheppard Mullin is authorized without further order of the Court to reserve and apply amounts from the prepetition special purpose retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Sheppard Mullin for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to

the legal services provided under the Engagement Letter and fees for defending any objection to Sheppard Mullin's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Notwithstanding anything contained in the Application, its exhibits, and/or any supporting filings, including the Engagement Letter, the Debtors' rights to object to interim and/or final allowance of Sheppard Mullin's fees are fully reserved under the applicable bankruptcy law and the procedures set forth in any order establishing procedures for interim compensation and reimbursement of expenses for retained professionals that may be ordered by the Court.

8. Sheppard Mullin shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Sheppard Mullin to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

9. Sheppard Mullin shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. The Debtors and Sheppard Mullin are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

12. To the extent the Application, the Bernbrock Declaration, the Maib Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

13. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

Engagement Letter



Sheppard, Mullin, Richter & Hampton LLP
321 North Clark St., 32nd Floor
Chicago, Illinois 60654
312.499.6300 main
312.499.6301 fax
www.sheppardmullin.com

312.499.6321 direct
jbernbrock@sheppardmullin.com

December 10, 2024

VIA E-Mail

Kevin Berg
General Counsel
Village Roadshow Entertainment Group (BVI) Limited
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Re: Engagement of Sheppard, Mullin, Richter & Hampton LLP

Dear Mr. Berg:

The purpose of this letter is to confirm our engagement by Village Roadshow Entertainment Group (BVI) Limited and those of its subsidiaries listed on Attachment A hereto (collectively, the "Companies") to represent it in connection with a potential restructuring (the "Matter"). We appreciate your confidence and thank you for selecting us as counsel.

1. Scope of Representation. Except as we may agree otherwise in writing, we will be representing only the Companies and will not be representing any parent, subsidiary or other affiliated entity nor any shareholder, partner, member, director, officer, employee, agent or insurer of the Companies. Except as we may otherwise agree, the terms of this letter apply to other engagements for the Companies that we may undertake.

2. Fees and Charges. Our fees are based on hours charged at scheduled rates that are periodically adjusted, generally as of the beginning of a calendar year. My hourly rate at this time is \$1,430. Our scheduled hourly rates for other attorneys range from \$605 to \$1,920. In addition to fees, the Companies are responsible for costs associated with our representation (collectively "Charges").

Statements are submitted monthly and are due and payable upon receipt. The Companies agree to notify us promptly in writing if they dispute any entry for legal services or charges on any statement. In the absence of any written objection thereto within thirty (30) days of the Companies' receipt of an invoice, the Companies will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice. Pursuant to the Rules of Professional Conduct, we will withdraw from the representation if invoices are not paid per the terms of this agreement. Also, interest is charged at 10% per annum from date of statement for amounts outstanding more than thirty (30) days.



Kevin Berg
December 10, 2024
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Unless we otherwise expressly agree in writing, any estimates we may provide from time to time and any deposits, retainers, or advances against costs we may require are not a limitation on our fees and other charges.

3. Advance Payment Retainer. The Companies agree to provide us an “advance payment retainer,” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill., May 28, 2015), in the amount of \$100,000.00. The advanced payment retainer shall grant each of the Companies a contingent, reversionary interest in unused retainer funds. The Companies further agree to provide one or more additional advance payment retainers at our request to ensure that our estimated fees and expenses then outstanding do not exceed the total amount of advance payment retainers provided to us. We may apply any amounts provided via advance payment retainers to any fees and expenses as and when they are incurred. The Companies understand and acknowledge that advance payment retainers are earned by us upon receipt, any advance payment retainers become our property at such time, the Companies no longer have a property interest in any advance payment retainers upon our receipt, any advance payment retainers may be placed in our general account and will not be held in a client trust account, and the Companies will not earn interest on any advance payment retainers; provided, however, solely to the extent required under applicable law, at the conclusion of our work on the Matter, if the amount of any advance payment retainers held by us is greater than the amount of our then outstanding fees and expenses, the Companies shall each retain a pro rata reversionary interest in such funds. The Companies further understand and acknowledge that the use of advance payment retainers is an integral condition of our representation in the Matter and is necessary to ensure that: the Companies continue to have access to our services; we are compensated for our representation of the Companies; we are not a prepetition creditor in the event the Companies commence a case under Title 11 of the United States Code (the “Bankruptcy Code”); and that the provision of the advance payment retainers is in the Companies’ best interest. For the avoidance of doubt, the Companies’ agreement to provide us with advance payment retainers does not affect either parties’ rights under Section 6 of this letter (Termination of Representation).

4. Advance Waiver of Conflicts of Interest. We undertake this engagement on the condition that the Companies consent to our handling of certain types of matters (described below) involving adversity between the Companies and another current client so long as the matter we are handling is not substantially related to any other matters we have handled (or are handling) for the adverse party. In particular, we seek your consent to our representation of: (1) the Companies in Proceedings adverse to existing or new clients without limiting our ability to handle unrelated matters for such clients; and (2) existing or new clients in business negotiations, bankruptcy proceedings as co-creditors or in preference actions, transactions, uncontested discovery requests, administrative proceedings, regulatory applications or other legal advice matters (collectively, “Proceedings”) involving adversity with the Companies, but only so long as the matters for other clients described above in (1) and (2) are not substantially related to our representation of the Companies and we do not have confidential information from the Companies that is material to such matters. This waiver does not allow adversity with the Companies in litigation where the Companies is a party. The Companies further agree that in the event the Companies or one of its affiliates is a bidder or potential purchaser of an asset, we may



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simultaneously represent other bidders or purchasers in that bidding process with the understanding that we will have separate lawyers represent each client.

When clients are asked to waive a conflict of interest, they typically consider whether they are concerned that their lawyer will be less zealous by virtue of the conflict. In addition, clients typically consider whether there is a risk that their confidential information will be accessed and either disclosed or used against them as a result of the conflicted representation. Because this waiver does not apply to litigations, arbitrations or other forms of alternative dispute resolution (except as to discovery proceedings), and because we will continue to maintain the confidences of the Companies, we believe this risk is minimal. This, however, is something that the Companies need to decide for themselves. By consenting to this arrangement, the Companies are waiving future conflicts of interest so long as we maintain confidentiality and adhere to the foregoing limitations. We encourage the Companies to consult other counsel concerning this waiver. By signing this letter, the Companies acknowledge that it has had an opportunity to consult with other counsel. If you need additional time to do so, please let us know.

5. In-Firm Privilege. We may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by the Companies. We may seek such advice from attorneys in our internal Office of the General Counsel who do not do work for the Companies or from outside attorneys at our own expense. The Companies agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to the Companies.

6. Termination of Representation. The Companies have the right to terminate our representation at any time. Subject to our ethical obligation to give the Companies reasonable notice to arrange for alternate representation, we may terminate our representation at any time. Our work for the Companies and our attorney-client relationship on any matter for which we are engaged will end upon the earliest of: our completion of our work on the matter; the passage of six (6) months without fees being billed on the matter; our sending the Companies written notice that our representation has ended; or sending our final bill for services rendered. Upon the occurrence of any one of the foregoing, the Companies will be deemed a former client on such matter for conflict purposes. That will be the case whether or not, as is not uncommon, we are designated to receive copies or courtesy copies of notices under one or more transaction documents. If you ask us to represent the Companies on another matter, we may agree or decline to do so in our discretion.

7. Disclosures and Public Announcements. We respectfully request your permission to disclose to third parties the fact that we represented the Companies in transactions we complete on its behalf, and to describe in general terms our role, the services we performed, and the nature of the transaction. These disclosures may be made to current or prospective clients or to others, and may consist of announcements and advertisements placed at our own expense in legal, business, financial and other periodicals and publications. If you would prefer we not disclose our participation in your matter, please let us know and we will be happy to honor your request.

8. Our Document Retention. It is our policy and practice to destroy our files seven (7) years after the file is first closed unless the client requests a shorter or longer retention period in writing.



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Files are generally closed at the conclusion of a lawsuit or completion of a transaction. In addition, the Companies agree that our work product including our internal emails, internal drafts, notes and mental impressions belong to us as lawyers and are not part of your client file.

9. Arbitration. Any dispute between us concerning our fees or charges and any other dispute between or among you and us or any of our attorneys and agents, including but not limited to claims of malpractice, errors or omissions, issues of arbitrability, or any other claim of any kind regardless of the facts or the legal theories, shall be finally settled by mandatory binding arbitration in Chicago, Illinois with each party to bear its own costs and attorneys' fees and disbursements. The parties agree that this arbitration shall be governed by the Illinois Arbitration Act, 710 ILCS 5/1, et seq. The arbitration shall commence when any party serves a demand for arbitration on the other party. Any arbitration hereunder, and all submissions, testimony, transcripts, evidence, etc., related to such arbitration, shall be kept confidential by all parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures except that notwithstanding anything to the contrary in the JAMS rules, discovery shall be permitted as allowed by the Illinois Code of Civil Procedure pursuant to section 5/7. Such arbitration shall be conducted before a single arbitrator, except in matters involving a dispute greater than five hundred thousand dollars, which shall be conducted before a three arbitrator panel. In disputes calling for a single arbitrator, within 15 days after the commencement of the arbitration, each party shall submit to JAMS a list of the names of five members of the JAMS panel for Chicago, Illinois, ranked in descending order of preference, and JAMS shall appoint as the single arbitrator the highest ranked panel member whose name appears on both lists. This process shall repeat until an arbitrator is selected by JAMS. If this process fails for any reason, the single arbitrator shall be appointed by JAMS in accordance with its rules. In disputes calling for three arbitrators, within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators and must act in conformity with the rules of evidence and law. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction. We mutually acknowledge that, by this agreement to arbitrate, each of us irrevocably waives our rights to court or jury trial. You have the right to consult separate legal counsel at any time as to any matter, including whether to enter into this engagement letter and consent to the foregoing agreement to arbitrate.

10. Choice of Law. The Companies agree that this agreement will be governed by the laws of Illinois without regard to its conflict rules. The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject in all cases to the arbitration provision set forth in section 8, the Companies agree that (i) with regard to the courts, exclusive jurisdiction and exclusive venue for any dispute between us shall lie solely with the Illinois Circuit Court for Cook County specified for an arbitration pursuant to section 8 hereof and the U.S. District Court for the Northern District of Illinois and (ii) consents to service of process pursuant to the applicable Illinois state statutes and federal rules.



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11. Modification. These engagement terms may only be modified by written agreement with a partner of the Firm or an attorney within the Firm's Office of General Counsel.

If these terms are acceptable, please sign and return along with the Companies' advance payment retainer. ***Wire instructions are attached, if needed.*** If you have any questions or concerns, please call me or seek the advice of an independent counsel of your choice.

Once again, thank you for selecting us to represent the Companies.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Bernbrock".

Justin R. Bernbrock, P.C.
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Enclosure



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The undersigned has read and understands this engagement letter and agrees that it correctly sets forth the terms upon which Sheppard, Mullin, Richter & Hampton LLP has been engaged by the undersigned in connection with the representation described herein and has waived any conflict of interest on the part of this Firm arising out of the representation described above.

Village Roadshow Entertainment Group (BVI) Limited, And Each Of Its Subsidiaries Listed on Attachment A

A handwritten signature in blue ink, appearing to read "K. Berg".

By: _____
Kevin P. Berg
General Counsel

December 10, 2024

Kevin Berg
General Counsel
Village Roadshow Entertainment Group (BVI) Limited
10100 Santa Monica Boulevard, Suite 200
Los Angeles, CA 90067

Billing Atty: Justin R. Bernbrock, P.C.

RETAINER INVOICE

This invoice reflects the retainer required pursuant to your Engagement Letter with Sheppard Mullin. Funds paid to us pursuant to this invoice will be held in our client trust account until earned.

Total Due for This Retainer Invoice \$100,000.00

Wire and Payment Instructions

Wire (U.S.):

Account Name: Sheppard Mullin Richter &
Hampton LLP

Beneficiary Bank: Wells Fargo Bank, N.A.
420 Montgomery St.
San Francisco, CA 94104-
1298

Account No.:

ACH ABA No.:

Wire ABA No.:

Swift Identifier:

By Check – mail to:

Sheppard Mullin Richter & Hampton
LLP
PO Box 840728
Los Angeles, CA 90084-0728

If available, please indicate client name or matter number in the payment detail field.

Please note that these wire instructions are for purposes of paying this retainer only and should not be used for future payments on other invoices. All invoices will reflect the correct wire instructions.

ATTACHMENT A

1.	VILLAGE ROADSHOW ENTERTAINMENT GROUP ASIA LIMITED
2.	CRESCENT FILM HOLDINGS LIMITED
3.	VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC.
4.	VILLAGE ROADSHOW FILM ADMINISTRATION MANAGEMENT PTY LTD
5.	VILLAGE ROADSHOW DISTRIBUTION PTY LTD
6.	VILLAGE ROADSHOW DISTRIBUTION UK LIMITED
7.	VILLAGE ROADSHOW PRODUCTIONS (BVI) LTD
8.	VR ZOO PRODUCTIONS LTD
9.	ZOO FILM PARTNERS L.P.
10.	VR DTE PRODUCTIONS LIMITED
11.	DTE FILM PARTNERS LP
12.	VILLAGE ROADSHOW DISTRIBUTION (BVI) LIMITED
13.	VR FILMS HOLDINGS (BVI) LIMITED
14.	VILLAGE ROADSHOW FILMS (BVI) LIMITED
15.	VREG FILMS LTD
16.	VILLAGE ROADSHOW HOLDINGS USA INC.
17.	VREG TELEVISION INC.
18.	TTD VILLAGE PRODUCTIONS LLC
19.	VREG PRODUCTION SERVICES INC.
20.	VR DTE DISTRIBUTION USA INC.
21.	VR ZOO DISTRIBUTION USA INC.
22.	VILLAGE ROADSHOW PICTURES ENTERTAINMENT INC.
23.	VILLAGE ROADSHOW DISTRIBUTION USA INC.
24.	VR FUNDING LLC
25.	VILLAGE ROADSHOW FILMS NORTH AMERICA INC.
26.	VILLAGE ROADSHOW FILMS GLOBAL INC.
27.	VILLAGE ROADSHOW PICTURES NORTH AMERICA INC.

28.	VILLAGE ROADSHOW VS FILMS LLC
29.	VREG FUNDING LLC
30.	VREG WW IP GLOBAL LLC
31.	VREG WONKA IP GLOBAL LLC
32.	VREG MM2 IP GLOBAL LLC
33.	VREG J2 GLOBAL LLC
34.	VREG OP GLOBAL LLC
35.	VREG IP GLOBAL LLC
36.	MC VILLAGE PRODUCTIONS LLC
37.	GUTTER VILLAGE PRODUCTIONS LLC
38.	VILLAGE ROADSHOW PRODUCTIONS INC.