

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)
)	
)	(Jointly Administered)
Debtors.)	
)	Ref. Docket No. 116

CERTIFICATION OF COUNSEL

On March 28, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Assumption of Certain Contracts with Green Hasson & Janks LLP, (II) Fixing Cure Costs in Relation Thereto, and (III) Granting Related Relief* [D.I. 116] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking entry of the proposed order attached thereto as Exhibit A (the “Proposed Order”). Responses to the Motion, if any, were required to be filed and served no later than 4:00 p.m. (ET) on April 4, 2025 (as may have been extended by the Debtors for any party, the “Objection Deadline”).

Prior to the Objection Deadline, Warner Bros. Entertainment Inc. filed *Warner Bros. Entertainment Inc.’s Omnibus Limited Objection and Reservation of Rights to Various Other Second Day Hearing Relief* [D.I. 146] and the Debtors received informal comments to the Proposed Order from the official committee of unsecured creditors and the Office of the United

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>.



States Trustee for the District of Delaware (collectively, the “Parties”). No other formal or informal responses or objections to the Proposed Order were received.

Following discussions with the Parties the Debtors have agreed to a revised form of order (the “Revised Proposed Order”), a copy of which is attached hereto as **Exhibit A**, which resolves the Parties’ comments. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

As no other objections or responses to the Motion have been received, it is hereby respectfully requested that the Revised Proposed Order be entered at the earliest convenience of the Court.

[Remainder of Page Intentionally Left Blank]

Dated: April 15, 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

Revised Proposed Order

having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; 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' assumption of the GHJ Agreements is approved, effective upon the entry of this Order.
3. The Debtors shall pay the Cure Amounts, if any, to GHJ as soon as practicable after entry of this Order. Other than the Cure Amounts, GHJ shall be barred from asserting any additional cure costs or other claims with respect to the GHJ Agreement. The payment of the Cure Amounts shall effect a cure of all defaults existing under the GHJ Agreements as of the date hereof and shall compensate for any actual pecuniary loss to GHJ from such default.
4. Any and all rights, claims and defenses of (i) the Debtors and their estates and (ii) Warner Bros. Entertainment Inc. and its affiliates (collectively, "Warner Bros.") with respect to the GHJ Agreements shall be reserved, and nothing included in or omitted from the Motion or this Order shall impair, prejudice, waive or otherwise affect any such rights, claims and defenses.

For the avoidance of doubt, nothing herein shall prejudice or impair Warner Bros.' right to object to the Debtors' transfer and/or assignment of any audit rights described in the Motion (or proceeds related thereto) in connection with any sale of assets in these cases.

5. Notwithstanding any applicable rule, including without limitation Bankruptcy Rule 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and such notice satisfies the requirements of the Bankruptcy Rules and Local Rules.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

GHJ Agreements

Counterparty Name	Counterparty Address	Debtor Parties	Contract Description	Cure Amount
Green Hasson & Janks LLP	700 S. Flower St. Suite 3300 Los Angeles, CA 90017	Village Roadshow Distribution USA Inc. Village Roadshow Films Global Inc.	Sony Slate Agreement	\$0.00
Green Hasson & Janks LLP	700 S. Flower St. Suite 3300 Los Angeles, CA 90017	Village Roadshow Distribution (BVI) Limited	Warner Slate 3 Agreement	\$0.00

EXHIBIT B

Blackline

having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; 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' assumption of the GHJ Agreements is approved, effective upon the entry of this Order.
3. The Debtors shall pay the Cure Amounts, if any, to GHJ as soon as practicable after entry of this Order. Other than the Cure Amounts, GHJ shall be barred from asserting any additional cure costs or other claims with respect to the GHJ Agreement. The payment of the Cure Amounts shall effect a cure of all defaults existing under the GHJ Agreements as of the date hereof and shall compensate for any actual pecuniary loss to GHJ from such default.
4. Any and all rights, claims and defenses of [\(i\) the Debtors and their estates](#) [and \(ii\) Warner Bros. Entertainment Inc. and its affiliates \(collectively, "Warner Bros."\)](#) with respect to the GHJ Agreements shall be reserved, and nothing included in or omitted from the Motion or this Order shall impair, prejudice, waive or otherwise affect any such rights, claims and defenses.

For the avoidance of doubt, nothing herein shall prejudice or impair Warner Bros.' right to object to the Debtors' transfer and/or assignment of any audit rights described in the Motion (or proceeds related thereto) in connection with any sale of assets in these cases.

5. Notwithstanding any applicable rule, including without limitation Bankruptcy Rule 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and such notice satisfies the requirements of the Bankruptcy Rules and Local Rules.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

GHJ Agreements

Counterparty Name	Counterparty Address	Debtor Parties	Contract Description	Cure Amount
Green Hasson & Janks LLP	700 S. Flower St. Suite 3300 Los Angeles, CA 90017	Village Roadshow Distribution USA Inc. Village Roadshow Films Global Inc.	Sony Slate Agreement	\$0.00
Green Hasson & Janks LLP	700 S. Flower St. Suite 3300 Los Angeles, CA 90017	Village Roadshow Distribution (BVI) Limited	Warner Slate 3 Agreement	\$0.00