

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT  
GROUP USA INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 25-10475 (TMH)  
)  
) (Jointly Administered)  
)  
)

**WARNER BROS. ENTERTAINMENT INC.'S NOTICE OF  
30(B)(6) DEPOSITION TO ALCON MEDIA GROUP, LLC**

**PLEASE TAKE NOTICE** that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to this Chapter 11 proceeding pursuant to Rule 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, and in connection with the *Agreed Scheduling Order for the Pending Contested Matter Regarding the Sale of the Debtors' Derivative Rights Assets* [Dkt. No. 800] (the "Agreed Scheduling Order"), Warner Bros. Entertainment and its affiliates ("Warner Bros.") will take the deposition upon oral examination of Alcon Media Group, LLC ("Alcon") through one or more officers, directors, agents, or other representatives who shall be designated to testify on Alcon's behalf regarding all information known or reasonably available to them regarding the subject matters identified on Schedule A.

Such designee(s) is required to appear for a deposition conducted by O'Melveny & Myers LLP, as counsel for Warner Bros., via videoconference on **October 1, 2025 at 9:00 a.m. PT**, or at another date, time, or location otherwise agreed to by the parties. Alcon shall identify in writing

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<sup>1</sup> 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>.



the name(s) and employment position(s) of each deponent who shall be designated to testify on its behalf at least two (2) business days in advance of such deposition. If more than one person is required to testify on any individual topic set forth in the attached Schedule A, different individuals shall be provided for each part of that topic.

The deposition will be taken before a notary public or other officer authorized by law to administer oaths, will continue day to day until completed with adjournments as to time and place that may be necessary and will be recorded by audio, visual, and/or stenographic means. This deposition may be taken using a secure web-based deposition platform, by video conferencing services, and/or telephonically, with all parties, including the court reporter, in separate locations, as permitted by Rule 30(b)(4) of the Federal Rules of Civil Procedure.

*[Remainder of page intentionally left blank.]*

Dated: September 22, 2025

By: */s/ Scott P. Drake*

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*Counsel for Warner Bros. Entertainment Inc.,  
and its Affiliates*

## **SCHEDULE A**

### **I. Definitions**

The following definition of terms apply to each Deposition Topic:

1. “Alcon” means Alcon Media Group, LLC or any of its affiliates.
2. “Amendments” means (i) that certain *Omnibus Amendment to Co-Ownership Agreements* dated August 29, 2017, by and between Village and Warner Bros. and (ii) that certain *Omnibus Amendment No. 2 to Co-Ownership Agreements* as of November 10, 2020, by and between Village and Warner Bros.
3. The phrase “adequate assurance of future performance” shall have the meaning as set forth in Section 365(b)(1) of the Bankruptcy Code.
4. “Chapter 11 Cases” means the above-captioned bankruptcy cases, jointly administered under Bankruptcy Case No. 25-10475-TMH before the U.S. Bankruptcy Court for the District of Delaware.
5. “Co-Ownership Agreements” means those certain Co-Ownership Agreements by and between Village and Warner Bros. that set forth the parties’ respective rights to produce, distribute, and otherwise exploit remakes, sequels, prequels, and other derivative works that Warner Bros. may create for the over 90 films that Warner Bros. co-financed with Village, as amended by the Amendments.
6. “Derivative Rights” means the rights to produce, distribute, and otherwise exploit remakes, sequels, prequels, and other derivative works that Warner Bros. may create for the over 90 theatrical motion pictures that Warner Bros. co-financed with Village, as embodied in Warner Bros.’ agreements with Village, including but not limited to the Co-Ownership Agreements and

Amendments, and as such rights are restricted as to Village (or non-existent as to Village) with respect to certain Warner Bros. theatrical motion pictures.

7. “Derivative Rights Agreements” means collectively the Co-Ownership Agreements and Amendments, and any other agreement between Warner Bros. and Village setting forth the parties’ mutual agreement and understanding concerning the Derivative Rights related to certain Warner Bros. theatrical motion pictures.

8. “Musk” means the individual, Elon Musk.

9. “Purchased Unfunded Derivative Rights” shall have the meaning ascribed to such term in the Asset Purchase Agreement, by and among Alcon and certain Debtors, as filed at Docket No. 824 in these Chapter 11 Cases.

10. “Tesla” means Tesla, Inc.

11. “Village” or “Debtors” means each of, or one or more of, the above-captioned debtors and debtors-in-possession.

12. “Warner Bros.” means Warner Bros. Entertainment Inc. and its affiliates.

13. The terms “You” or “Your” means Alcon.

## II. Deposition Topics

1. Your proposal to purchase the Debtors' interests in the Derivative Rights, including the assumption and assignment of the Derivative Rights Agreements.
2. Your negotiations with the Debtors regarding Your asset purchase agreement with the Debtors for the Debtors' interests in the Derivative Rights, including the Derivative Rights Agreements.
3. The negotiation of any other agreement between You and the Debtors, including but not limited to any plan support agreement, financing agreement, or other similar agreement with the Debtors in these Chapter 11 Cases.
4. Your understanding of the Derivative Rights the Debtors propose to sell to You in these Chapter 11 Cases, including the theatrical motion pictures related thereto and the Derivative Rights Agreements.
5. Your relationship with Warner Bros., including any distribution agreements or co-financing opportunities you have shared with Warner Bros. for any theatrical motion picture or other audio visual work.
6. Any financing You have indicated You intend to provide in connection with the theatrical motion picture, *Practical Magic 2*.
7. Any financing You intend to provide in connection with any Purchased Unfunded Derivative Rights.
8. Any and all allegations asserted by You against Warner Bros., Musk, and Tesla in Case No. 2:24-cv-09033 before the U.S. District Court in the Central District of California.
9. The "adequate assurance of future performance" You must provide Warner Bros. connection with the Debtors' proposed sale of their interests in the Derivative Rights to You.

10. The trust and cooperation involved among studio partners in the film financing industry.

11. Any co-financing agreements You may have with any other studio or film company relating to co-financing theatrical motion pictures, including whether any such arrangement requires the studio or film company to front all production costs.

**CERTIFICATE OF SERVICE**

I certify that on September 22, 2025, I caused a copy of the foregoing document and its attachments to be served via email on the following counsel of record for Alcon Media Group, LLC:

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