

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 DEBTORS-IN-POSSESSION**

**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 (collectively, "Warner Bros.") will take the deposition upon oral examination of the above-captioned debtors and debtors-in-possession (the "Debtors") through one or more officers, directors, agents, or other representatives who shall be designated to testify on the Debtors' 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., to be held via videoconference on **September 30, 2025 at 9:00**

<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>.



**a.m. CST**, or at another date, time, or location otherwise agreed to by the parties. Alcon shall identify in writing 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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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. “Auction” means the auction held on May 28, 2025 in connection with the Debtors’ proposed sale of substantially all of their assets, including their interests in the Derivative Rights.
5. “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.
6. “Chief Restructuring Officer” means Keith Maib, as set forth in the *Order (I) Authorizing the Debtors to Retain Accordion Partners, LLC, (II) Designating Keith Maib as Chief Restructuring Officer, Effective as of the Petition Date, and (III) Granting Related Relief* [Dkt. No. 209].
7. “Consultation Parties” has the meaning as set forth in the *Amended Order (I) Approving Bid Procedures for the Sale of the Debtors’ Assets, (II) Authorizing the Debtors’ Entry Into the Stalking Horse APA and Approving Bid Protections Thereunder, (III) Scheduling an Auction for, and hearing to Approve, Sale of the Debtors’ Assets, (IV) Approving Form and*

*Manner of Notices of Sale, Auction, and Sale Hearing, (V) Approving Assumption and Assignment Procedures ,and (Vi) Granting Related Relief* [Dkt. No. 276] in these Chapter 11 Cases.

8. “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. created and co-financed with Village, as amended by the Amendments.

9. “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. created and 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.

10. “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.

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

12. “Project Notice Acceptance” has the meaning as set forth in the Derivative Rights Agreements.

13. “Successful Bidder” has the meaning as set forth in the *Amended Order (I) Approving Bid Procedures for the Sale of the Debtors’ Assets, (II) Authorizing the Debtors’ Entry Into the Stalking Horse APA and Approving Bid Protections Thereunder, (III) Scheduling an*

*Auction for, and hearing to Approve, Sale of the Debtors' Assets, (IV) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, (V) Approving Assumption and Assignment Procedures ,and (Vi) Granting Related Relief [Dkt. No. 276] in these Chapter 11 Cases.*

14. “Tesla” means Tesla, Inc.

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

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

17. The terms “You” or “Your” means Village.

## II. Deposition Topics

1. The facts and statements, including all bases for them, You averred to as set forth in the *Declaration of Keith Maib in Support of First Day Relief* [Dkt. No. 2] in these Chapter 11 Cases.
2. The duties, role, powers and responsibilities of Your Chief Restructuring Officer of the Debtors.
3. Your proposal to sell Your interests in the Derivative Rights, including the assumption and assignment of the Derivative Rights Agreements, to Alcon in these Chapter 11 Cases.
4. Your historical and contractual relationship with Warner Bros.
5. The scope of Your interests in the Derivative Rights, including the Derivative Rights Agreements.
6. The limitations, including anti-assignment and consent right provisions, in the Derivative Rights Agreements.
7. The diligence You performed regarding any disputes and the relationship between Alcon and Warner Bros.
8. Your knowledge regarding Alcon's pending litigation 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, including when you acquired any such knowledge.
9. The source of Your financing, including adequate assurance of Your ability perform, in connection with Your purported Project Notice Acceptance in connection with the theatrical motion picture, *Practical Magic 2*.

10. Your decision, including all people involved in the decision and all factors considered, in selecting Alcon as the Successful Bidder for the Derivative Rights, including the Derivative Rights Agreements, in these Chapter 11 Cases.

11. The “adequate assurance of future performance” You must provide Warner Bros. connection with Your proposed sale of their interests in the Derivative Rights to Alcon.

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

13. Your board composition, governance process, including the voting and approval procedures in connection with Your decision-making in selecting Alcon as the Successful Bidder.

14. Your negotiations with Alcon regarding Your asset purchase agreement with the Alcon for the Your interests in the Derivative Rights, including the Derivative Rights Agreements.

15. The negotiation of any other agreement between You and Alcon, including but not limited to any plan support agreement, financing agreement, or other similar agreement with the Debtors in these Chapter 11 Cases.

16. The professional fees and expenses You have incurred in these Chapter 11 Cases to date, and since the Auction.

17. The estimated legal fees and expenses You have estimated and/or budgeted in connection with a contested sales hearing on the proposed sale of the Derivative Rights to Alcon.

18. Your communications with, and consultations with, the Consultation Parties since the Auction in these Chapter 11 Cases.

19. Your accounting treatment of Your co-financing share for each Warner Bros. motion picture.

20. Warner Bros.' promissory notes with You, and any interest payments made in connection therewith and any other Derivative Rights Agreement.

21. Any materials You have shared with any auditor, investor, bondholder, lender or other third party that discuss amounts owed by You to Warner Bros. on account of any Warner Bros. theatrical motion picture.

22. Warner Bros.' historical demands for adequate assurances of Your performance in connection with certain of Warner Bros.' theatrical motion pictures.

23. Your fraudulent transfers of the Derivative Rights in connection with certain Warner Bros. theatrical motion pictures that You co-financed prior to these Chapter 11 Cases.

24. Your determination that the bid from Alcon is higher and better than that proposed by Warner Bros. for the Derivative Rights.

**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 the Debtors:

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/s/ Emma Jones  
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