

**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)

**AMENDED NOTICE OF DEPOSITION OF WARNER BROS. ENTERTAINMENT INC.
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)**

Pursuant to Federal Rule of Civil Procedure 30(b)(6), Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, and the *Agreed Scheduling Order for the Pending Contested Matter Regarding the Sale of the Debtors' Derivative Rights Assets* (Dkt. No. 518), Alcon Media Group, LLC ("Propounding Party"), by and through its undersigned counsel, will take the deposition of the person(s) designated by Warner Bros. Entertainment Inc. ("Responding Party") to testify on its behalf about each of the topics of examination (collectively, the "Topics") as set forth in **Attachment A**. The deposition will take place via videoconference and shall commence on **October 6, 2025, at 9:00 a.m. P.T. and continuing on October 8, 2025, at 9:00 a.m. P.T.**

PLEASE TAKE FURTHER NOTICE THAT the above referenced deposition will be taken before a court reporter who is authorized to administer oaths and will continue day to day, excluding Sundays and holidays, until completed.

PLEASE TAKE FURTHER NOTICE that said reporter will record the testimony by stenographic means and may utilize instant visual display of the testimony of deponent. Notice of the possible use of instant visual display of the testimony is being provided pursuant to Federal Rule of Civil Procedure 30.

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>.



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PLEASE TAKE FURTHER NOTICE that, under Federal Rule of Civil Procedure 30, the deposition may be recorded by videotape, and that, under Federal Rule of Civil Procedure 30, the videotape record of this deposition may be used at any hearing or trial.

PLEASE TAKE FURTHER NOTICE, in accordance with the applicable rules, that Responding Party shall designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf as to each of the topics set forth in **Attachment A** attached hereto. Responding Party is requested to provide Propounding Party with the identity of the individual(s) who will testify regarding each topic at least three business days in advance of the deposition.

Dated: September 30, 2025

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Attorneys for Alcon Media Group, LLC

ATTACHMENT A

DEFINITIONS

1. “Warner Bros.” “You,” or “Your” refer to Warner Bros. Entertainment Inc. and its affiliates, and any of its respective representatives, including any person or entity to which it has assigned any of its rights or interests in this litigation.
2. “Village” refers to the above-captioned debtors and debtors in possession (the “Debtors”).
3. “Alcon” refers to Alcon Media Group, LLC and its affiliates, and any of their respective representatives.
4. “Derivative Rights” means, with respect to each Picture, all rights throughout the world to produce remakes, sequels, and prequels of the Picture and to distribute and otherwise exploit such remakes, sequels, or prequels for viewing in any medium or media now known or hereafter devised, whether in theatres or home video or on television, and to produce, distribute, and otherwise exploit as a television program, movie of the week, television series or a television spinoff any audiovisual work based on the Picture, its story line, or any one or more of its characters.
5. “Pictures” means, collectively, the 91 theatrical motion pictures co-financed by Village and Warner Bros., beginning with the 1998 film *Practical Magic*.
6. “Derivative Rights Agreements” means, collectively: (i) the Co-Ownership Agreements between Village and Warner Bros. setting forth the parties’ mutual agreement and understanding concerning the ownership and exploitation of the Derivative Rights in the Pictures; (ii) that certain Omnibus Amendment to Co-Ownership Agreements dated as of August 29, 2017; and (iii) that certain Omnibus Amendment No. 2 dated as of November 10, 2020.
7. The “Objection” refers to the *Warner Bros. Entertainment Inc.’s Omnibus Objection to (I) the Debtors’ Motion for an Order Approving the Sale of the Debtors’ Assets, (II) the Debtors’ Sale Supplement with Respect Thereto and (III) the Debtors’ Assumption and Assignment of Certain Warner Bros. Agreements*, filed June 13, 2025 (Dkt. No. 518).

8. “And” and “or” are terms of inclusion and not of exclusion, and should be construed either disjunctively or conjunctively as necessary to bring within the scope of these Topics any information that might otherwise be construed to be outside their scope.

10. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form as necessary to bring within the scope of these Topics that might otherwise be construed to be outside their scope.

TOPICS OF EXAMINATION

TOPIC NO. 1:

Your relationship with Alcon starting in 1998, including any film financing, co-investment, distribution, or other business arrangement you have proposed, discussed, or entered into with Alcon.

TOPIC NO. 2:

Your relationship with Village in or after 1998.

TOPIC NO. 3:

Any litigation, arbitration, or other legal dispute between you and Village in or after 1998.

TOPIC NO. 4:

The litigation against You, Tesla, Inc., and Elon Musk in the U.S. District Court for the Central District of California commenced by Alcon in October 2024.

TOPIC NO. 5:

Any litigation commenced by You since January 1, 2020, in which You have alleged that the defendant(s) infringed on Your intellectual property, including, but not limited to, any litigation in which you allege Your intellectual property was infringed upon using any artificial intelligence tool.

TOPIC NO. 6:

Any litigation, arbitration, or other legal dispute between you and Alcon in or after 1998.

TOPIC NO. 7:

The “decades-long relationship” with “prior management” of Village that You claim in Your Objection.

TOPIC NO. 8:

The “the past four years of litigation” (Obj. ¶ 6) referred to in Your Objection.

TOPIC NO. 9:

The factual basis for any contention by You that Alcon cannot provide “adequate assurance of future performance” (Obj. ¶ 34).

TOPIC NO. 10:

The factual basis for any contention by You that Your \$17.5 million back-up bid is higher and better than Alcon’s \$18.5 million prevailing bid.

TOPIC NO. 11:

Your conduct and communications at the Derivative Rights auction.

TOPIC NO. 12:

Each agreement that You contend includes or constitutes a financial accommodation, as asserted in Your Objection, including the “primary purpose” (Obj. ¶ 38) of such agreement.

TOPIC NO. 13:

The factual basis for Your contention that any agreement Village may assume and assign to Alcon constitutes a financial accommodation, as asserted in Your Objection.

TOPIC NO. 14:

Each intellectual property interest that Village seeks to transfer to Alcon for which transfer You allege Your consent is necessary.

TOPIC NO. 15:

The factual basis for Your contention that Your consent is necessary for the transfer of any intellectual property interest to Alcon, as asserted in Your Objection.

TOPIC NO. 16:

Each agreement that You contend constitutes a personal services contract, as asserted in Your Objection.

TOPIC NO. 17:

The factual basis for Your contention that any agreement Village may assume and assign to Alcon constitutes a personal services contract, as asserted in Your Objection.

TOPIC NO. 18:

The factual basis of any objection You assert to the sale of Derivative Rights by Village to Alcon.

TOPIC NO. 19:

The factual basis for Your responses to Alcon's First Set of Interrogatories and First Set of Requests for Admission.

CERTIFICATE OF SERVICE

The undersigned certifies that, on September 30, 2025, a copy of the foregoing document was served by email on counsel for Warner Bros. Entertainment Inc.:

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By: /s/ Kimberly A. Brown
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