Docket #1789 Date Filed: 08/26/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., et al., Debtors.	2026 AUG 26 P 2:18 Chapter 11 Case No. 25-10475 (TMH) (Jointly Administered)

MOTION OF JOHN T. PAUTSCH FOR PRESERVATION OF DEBTOR BOOKS AND RECORDS UNDER PARAGRAPH 114 OF THE CONFIRMATION ORDER (D.I. 1565)

I. EXISTING PRESERVATION OBLIGATION

John T. Pautsch ("Movant"), founder and CEO of THE G.O.A.T. MEDIA, LLC, uses the professional name John Huntsman in the market and on his authored works. Movant is the appellant in the appeal now pending before the United States Court of Appeals for the Third Circuit, No. 26-2443. The Evidentiary Compendium supporting Claims 16 and 17 was admitted into evidence by this Court on January 30, 2026. (Jan. 30, 2026 Hr'g Tr. 14:14–22.) Movant seeks limited preservation relief under paragraph 114 of this Court's Confirmation Order.

Paragraph 114 of this Court's Confirmation Order already establishes a preservation mechanism for the Debtors' books and records. It requires the Debtors to instruct third parties, Purchasers, and professionals possessing those records—including computer-generated and computer-maintained records and data—not to dispose of or destroy them until authorized in writing by the Liquidation Trustee or further order of this Court, subject to any applicable Sale Order or Asset Purchase Agreement. (D.I. 1565, para. 114.) The Plan became effective May 1, 2026. (D.I. 1620, para. 2.) Movant asks the Court to protect the specific record categories implicated by evidence already before the Court from disposal or destruction on the terms set forth below.

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II. PENDING APPEAL AND SCOPE OF RELIEF

Movant's appeal concerning Rule 17(a)(3) and dismissal of the underlying bankruptcy appeal remains pending in the United States Court of Appeals for the Third Circuit, No. 26-2443. That appeal is from the District Court's May 13, 2026 Memorandum and Order denying substitution and dismissing the appeal from this Court's January 30, 2026 order disallowing Claims 16 and 17.

Paragraph 114 governs preservation of the Debtors' books and records. This Court has subject-matter jurisdiction under 28 U.S.C. § 1334 because the requested relief seeks implementation and enforcement of paragraph 114 of the Confirmation Order and therefore bears a close nexus to the bankruptcy plan or proceeding. *See In re Resorts Int'l, Inc.*, 372 F.3d 154, 166–67 (3d Cir. 2004). Paragraph 125 retains this Court's jurisdiction over matters arising out of or related to the Chapter 11 Cases, the Sale, the Sale Documents, the Confirmation Order, and the Plan. Movant invokes that jurisdiction solely to preserve Covered Records (as defined in Section VII) that may become material if the underlying bankruptcy appeal is reinstated or further proceedings follow.

Movant has a direct stake in the requested preservation. He is the appellant in No. 26-2443, in which dismissal of the bankruptcy appeal from the order disallowing Claims 16 and 17 remains under review, and is identified as author and copyright claimant in federal registration records for works reflected in the evidentiary record. (See Section X; Appx. 87.) Destruction of Covered Records could impair the effectiveness of any appellate or remand relief. Section 1109(b) broadly permits a party with a legally protected interest that may be affected by a Chapter 11 proceeding to appear and be heard. *See In re Global Indus. Techs., Inc.*, 645 F.3d 201,

210–11 (3d Cir. 2011). The requested preservation does not require this Court to determine ownership or claimant status.

This Motion does not ask this Court to alter any order presently on appeal or adjudicate ultimate ownership, liability, damages, value, or any issue before the Third Circuit. The Covered Records concern the same projects, communications, services, institutional relationships, and record-handling issues reflected in the Evidentiary Compendium already admitted into evidence by this Court; their loss would impair the ability to develop and test that record in any proceeding in which those matters properly arise.

III. ARTICLE III CONSENT

Consistent with Del. Bankr. L.R. 9013-1(f), Movant consents, solely for purposes of this contested matter, to the entry of final orders or judgments by this Court if it is determined that, absent consent, the Court could not enter final orders or judgments consistent with Article III of the United States Constitution.

IV. SUMMARY

The evidence presented to date reflects that the Debtors and their agents used the brand, infrastructure, personnel, and asserted authority of Village Roadshow Entertainment Group ("VREG") to obtain and maintain access to Movant's projects, intellectual property, and confidential information while making material misrepresentations concerning authority, project status, submissions, and disposition. The record also documents third-party routing and downstream commercial activity involving projects, materials, services, and information originating through that relationship. The chronology extends beyond isolated project disputes and identifies concrete preservation questions concerning who authorized or participated in project routing and disposition, how rights and value were recorded or transferred, what

institutional accounts and systems contain the corresponding information, and whether estate books, records, disclosures, and asset treatment accurately reflected the transactions and activity at issue.

The corresponding Debtor records, summarized here and defined in Section VII, include project-intake and disposition records; communications; agreements and authority records; chain-of-title materials; transaction, accounting, and valuation records; data-access and transmission records; metadata; logs; audit histories; and records showing how projects, information, services, and data were classified, routed, accessed, transmitted, transferred, and tracked after receipt.

This Motion seeks preservation, not merits adjudication. It asks the Court to enforce paragraph 114 by restricting the Liquidation Trustee's authority to authorize disposal or destruction of Covered Records as defined in Section VII and on the terms requested in Section IX. The documented refusals to preserve and the disclosed security breach involve non-parties this Motion does not seek to bind, but they show that relevant records are dispersed among custodians, some of whom have expressly refused voluntary preservation, increasing the importance of protecting the Debtor records within paragraph 114.

V. NOTICES AND ACTIVITY

A. Notice to Debtors' Counsel

On August 14, 2026, Movant served Debtors' counsel at Sheppard Mullin with written notice asserting fraud, misrepresentations, diversion and exploitation of projects and intellectual property, conflicts of interest, third-party exposure, market interference, anticompetitive conduct, and record-handling concerns affecting the bankruptcy process. The notice identified Kevin P. Berg as a custodian of internal records concerning contracts, disposition, authorization,

participation, and related activity. Movant also sent courtesy copies to relevant third parties. (Exhibit 1, Appx. 1–4.)

B. Oaktree and Radial Preservation Notices

On July 29, 2026, Movant served Oaktree and Oaktree-backed Radial Entertainment with preservation notices concerning Steve Mosko, VREG-linked projects, downstream transactions, conflicts and financial interests, data security, and custodial records. On August 10, 2026, Radial, through Greenberg Traurig, rejected the notice and stated that it would take "no action" to comply. Movant supplemented the notice that same day identifying projects SIGNAL ONE and THE LASER LIGHTHOUSE, the asserted relationship between them, and the corresponding VREG development pathway reflected in the bankruptcy evidentiary record. The supplement also traced the Mosko—Sony—Oaktree—VREG—Triarc—Radial relationships and addressed Radial's recently disclosed data breach involving unauthorized access to certain employee email accounts.

The breach is preservation-relevant because the notices identify Radial as a potential downstream repository of records intersecting VREG-related activity, including affected account contents, access logs, forensic records, metadata, and incident-response materials. On August 14, 2026, Greenberg Traurig again refused preservation. (Exhibit 2, Appx. 5–42.)

C. Notice to VREG Leadership

On April 8, 2024, Movant notified Steve Mosko, Louis Santor, and Kevin Berg that Marc Charles Rosen ("Rosen") had solicited Movant's slate and retained access under VREG's brand and infrastructure while misrepresenting authority, relationships, submissions, and project status—and interfering with market positions and development activity. Movant requested an

internal investigation, removed Rosen from all projects, and stated that Rosen held no rights to Movant's materials or intellectual property.

The Evidentiary Compendium and Supplemental Record of THE G.O.A.T. MEDIA, LLC for Claims 16 and 17 (the "Evidentiary Compendium"), prepared by Movant, records the April 8 notice and transmission as K-1, K-1A, and K-1B, along with VREG's nonresponse. On January 30, 2026, this Court admitted the Evidentiary Compendium into evidence. (Jan. 30, 2026 Hr'g Tr. 14:14–22.) The Evidentiary Compendium also records Movant's April 27, 2024 follow-up as K-1C and another nonresponse. That same day, while Mosko remained VREG's CEO, Triarc Entertainment & Media Management Inc. was formed, with formation records identifying Mosko as CEO, Secretary, CFO, and Director. That timing places Triarc-related VREG records concerning project sourcing, transfers, counterparties, relationships, and disposition within the categories requiring preservation. (Exhibit 3, Appx. 43–47; Exhibit 4, Appx. 48.)

D. Transparency Demand and Restructuring Chronology

On February 19, 2024, the Evidentiary Compendium reflects Movant's demand for defined duties, transparency, and accountability concerning Rosen. (Evidentiary Compendium M-116–M-118.) On February 20, 2024, Accordion Partners began advising VREG on restructuring. Keith Maib confirmed that Accordion's engagement began on February 20, 2024. (D.I. 1542, para. 1.) The Debtors' Disclosure Statement states that Accordion immediately advised VREG to pause all Studio Business development efforts, discontinue discretionary spending, and streamline the Company's workforce to reduce overhead costs. (D.I. 1318 at 28.) The February 19–20 chronology identifies records concerning Mosko, Berg, Rosen, James Moore of Vine Alternative Investments, project status, development activity, restructuring

decisions, and the handling or disposition of Movant's projects, rights, market position, and relationships for preservation.

E. Rosen Cease-and-Desist, Vine Activity, and Preservation Notices

On July 14, 2024, Movant served Rosen with a cease-and-desist directing him to cease further involvement with Movant's projects and intellectual property, stop making false claims, and cease any misappropriation or unauthorized use. (Exhibit 5, Appx. 49.)

On July 18, 2024, Shamrock Capital announced its acquisition of a substantial film, television, and music-rights portfolio from Vine. The announcement stated that Vine would shift its focus toward independent content production while continuing to oversee VREG and EuropaCorp, and that a Shamrock affiliate had entered into a servicing arrangement with newly formed HighPoint Media Advisors, led by former Vine principals Stephen Kovach and Bill Lambert. In August 2024, Vine underwent a further organizational change: all employees other than James P. Moore left Vine for HighPoint, which continued providing financial and asset-valuation services previously performed by those employees at Vine. Moore became Vine's sole employee and served as its CEO, Chief Compliance Officer, Chief Operating Officer, Chief Investment Officer, and sole Investment Committee member. This sequence identifies contemporaneous portfolio activity and movement of personnel, valuation functions, institutional knowledge, and potential record repositories relevant to preservation. (Appx. 92–94.)

On July 30, 2026, after a phone conversation with attorney Ryan Nord, Movant sent Rosen's counsel a preservation notice covering Rosen's personal and business accounts and devices; submitted materials; VREG and Vine Alternative Investments communications; routing, disclosure, and downstream use; metadata; audit and access logs; and related electronically stored information from April 2020 forward. (Exhibit 6, Appx. 50–52.)

F. Prepetition Sequence

The Evidentiary Compendium and newly audited communications record a concentrated sequence of events immediately preceding VREG's bankruptcy. On December 2, 2024, Movant notified the talent agency many of Movant's projects flowed through of Rosen's conduct. On December 23, 2024, Movant contacted Steve Mosko directly at his VREG email (K-2 at 209). Mosko did not respond. On January 23, 2025, Mosko stepped down as VREG's CEO (K-2A at 209). On January 27, 2025, Movant contacted James Moore of Vine Alternative Investments seeking clarity concerning VREG's status, leadership, project dispositions, and path forward. Moore advised Movant to reconnect in thirty days regarding potential solutions. Movant contacted Vine again on March 10, 2025. Seven days later, on March 17, VREG filed for Chapter 11 protection. (Evidentiary Compendium K-2–K-6.)

The sequence places Movant's communications in the months immediately preceding Mosko's departure, continued communications with Vine, and VREG's bankruptcy filing. The corresponding internal communications, executive records, restructuring records, and Vine–VREG communications are necessary to complete the prepetition record concerning how VREG and Vine addressed Movant's projects, rights, relationships, and outstanding concerns as VREG moved toward bankruptcy.

G. Third-Party Notices

During the last year, Movant also sent notices to third parties that received, handled, developed, financed, distributed, or otherwise participated in Movant's intellectual property, materials, services, or resulting commercial activity. Movant sent those notices to halt further harm, preserve evidence and rights, and give recipients an opportunity to address the conduct before additional value, rights, or exposure moved downstream. These notices are recited as

factual context and to identify potential repositories of Debtor records. The relief requested is limited to Debtor records governed by paragraph 114.

VI. DEBTOR PERSONNEL, AGENTS, AND MATERIAL CUSTODIANS

A. Steve Mosko — CEO, Institutional Overlap, Records Integrity

The chronology connects Sony, Oaktree, VREG, and Radial through a single executive across the period relevant to this Motion. After leaving Sony's operating leadership, Steve Mosko remained a consultant to Sony, joined Oaktree Strategic Credit Fund as a director and Audit Committee member in July 2018, and became VREG's CEO in October 2018 while continuing in his Oaktree roles. By July 2025, Radial Entertainment was backed by funds managed by Oaktree. Radial publicly announced Mosko's appointment to its Board on March 25, 2026. (Exhibit 7, Appx. 53–58; Exhibit 8, Appx. 62.)

That institutional continuity intersects a concrete records-integrity event. Radial, which is backed by funds managed by Oaktree, reported unauthorized access to certain employee email accounts from November 25, 2025 through February 18, 2026, discovered on April 16, 2026 and reported to regulators and affected consumers on May 5, 2026. (Appx. 59–60.) Mosko's appointment to Radial's Board was announced on March 25, 2026. (Appx. 62.) The relevance is custodial: the chronology identifies a repository within these overlapping institutional relationships in which records were in fact subject to unauthorized access.

Those overlaps identify where responsive Debtor records may reside and the pathways through which they may have been maintained, transmitted, or transferred. They point to custodians, systems, repositories, communications, access logs, migration records, and governance records bearing on VREG project intake, routing, disposition, counterparties, authority, transmission, and data access. The preservation issue is therefore not the legal

significance of Mosko's relationships with Sony, Oaktree, or Radial; it is whether Debtor records generated, maintained, transmitted, or transferred through those intersecting relationships remain intact and available under paragraph 114.

B. Marc Charles Rosen — VREG Authority and Project-Routing Records

Rosen's public professional history places him inside the Vine–VREG relationship before his handling of Movant's projects. His representatives' website identifies him as an Executive Consultant to Vine Alternative Investments from 2017 through 2019, states that he sourced and oversaw entertainment transactions and executed the business plan for Village Roadshow, and identifies him as an in-house producer at Village Roadshow from 2019 through 2023. The accompanying narrative states that Rosen helped write Village Roadshow's business plan after Vine acquired it. (Appx. 63–64.) Beginning in 2020, Rosen used VREG's name, email, personnel, infrastructure, and asserted authority to solicit Movant's slate, obtain intellectual property and development materials, direct communications, and route projects through VREG and third parties. The Evidentiary Compendium documents more than ten of Movant's projects moving through that relationship.

The record also identifies a discrete credibility and authority issue relevant to preservation. Movant's April 8, 2024 notice memorialized repeated representations by Rosen that he had been involved in founding and managing Heyday Television and had responsibility for building and managing the Harry Potter franchise. (K-1 at 208; Appx. 43.) Contemporaneous communications separately show Rosen expressly invoking his "Heyday/POTTER days," while public-facing materials reflected his Heyday and Harry Potter associations; a later public profile also reflected a material change in the profile image associated with Rosen. (Appx. 95.) (J-127 at 78; D-1–D-1A at 337–338; D-3-C at 340.) Movant later sought direct verification from the

principal of Heyday Television and Films, who stated that Rosen worked for him as a development executive at the film company, not the television company, and "had absolutely nothing to do with Harry Potter." (Appx. 83.) The conflicting accounts reinforce the need to preserve records bearing on Rosen's represented authority, professional history, and use of the Debtors' brand, infrastructure, and personnel in connection with Movant's projects.

The Debtors' account of their own records presents the clearest preservation question. Before Movant supplied the Evidentiary Compendium through the claims process, VREG represented that it had no record of any agreement concerning the identified properties and no development materials relating to the listed projects. (Appx. 65.) At the January 30, 2026 hearing, the Debtors nevertheless relied on Rosen's statement that "Village passed on all your stuff anyway" as evidence concerning disposition of Movant's submissions, while also representing that their own books and records reflected no contract or business relationship with G.O.A.T. Media. (Jan. 30, 2026 Hr'g Tr. 7:8–9:13.) The Evidentiary Compendium contains VREG-system communications concerning those same projects. That conflict presents a concrete records-integrity question concerning what VREG maintained, how those materials were classified, where they were stored, and what systems contain the corresponding records. Those systems fall within the records this Motion asks the Court to protect from disposal or destruction.

The record also identifies authority documents requiring preservation. The Debtors told this Court that Rosen served as an independent consultant under a non-writing executive producer first-look agreement that expired in February 2022 and that he lacked authority to bind VREG. The underlying agreement was not produced. In March 2022, immediately after the stated expiration, Rosen requested updated materials for THE BUSINESS OF DATING for another review by VREG's Shannon Perry. (Appx. 66–67.)

On March 9, 2023, Rosen responded to Movant's request for project dispositions and status. M-85 did not provide a project-by-project disposition. Instead, Rosen claimed a back-end dispute with VREG involving "the difference between $900k and nothing"; stated that Village was "for sale" by Vine and that he dealt with Vine's Board of Directors; stated that he no longer had a deal with VREG, which gave him "more liberty with submissions outside of their ecosystem"; stated that "Village passed on all your stuff anyway"; and, in the same email, expressly disclosed that "[y]our material has been submitted to parties beyond Village," identifying specific individuals. (Appx. 75–76.)

M-85 is preservation-relevant because it places disputed VREG authority, claimed Vine access, third-party submissions, and unresolved project dispositions in the same communication. Whatever Rosen intended by the phrase "passed on all your stuff anyway," the email separately confirms that Movant's materials were submitted beyond Village. The resulting questions—what was submitted, by whom, under what authority, to whom, when, and what VREG recorded as the disposition of those projects—are precisely the record-routing and disposition issues for which Movant seeks preservation.

Records concerning GOAT (BILLY THE GOAT), THE GREAT DEBATE, THE BUSINESS OF DATING, BECOMING: AARON RODGERS (AND ADDITIONAL HIGH-PROFILE INDIVIDUAL DOCUMENTARY STORIES), THE BUSINESS OF JAKE PAUL, THE MATCH: KOEPKA v. DeCHAMBEAU, THE LASER LIGHTHOUSE, AMERICAN PSYCHO III, IT'S DARK INSIDE, 2222: FOREVER AFTER, SOLITARY, THE SOUND OF MUSIC (ANIMATED REMAKE), HACKERS, and other projects, talent, and relationships identified in the Evidentiary Compendium reflect VREG review or routing, third-party submissions, unresolved dispositions, and subsequent commercial activity, including activity

continuing postpetition and during the bankruptcy proceedings, while Rosen's authority and reporting relationships were later disputed. (Evidentiary Compendium M-39, M-85, and related exhibits; Appx. 66–80.) Those projects, and the associated talent relationships and submission pathways in the evidentiary record, identify records and custodians requiring preservation. This Motion does not ask the Court to determine infringement, misappropriation, ownership, liability, damages, or value.

In June 2025, Berg stated that Rosen had served as a VREG consultant and that VREG severed ties with him in late 2022; Berg also denied Rosen's claimed litigation against VREG and disclaimed his authority. In August 2025, Vine's James Moore stated that he had "no relationship with Marc Rosen" and that Rosen "worked for Mosko in any capacity he had with VREG." (Appx. 65, 81.) Those accounts are difficult to reconcile with Rosen's public professional history and the Debtors' January 2026 representation that his first-look agreement expired in February 2022. They materially differ concerning Rosen's role, authority, reporting relationships, and access during the period in which he handled Movant's projects.

Against that record, Debtor records concerning Rosen's agreements, mandates, reporting relationships, Vine and VREG roles, project intake, authorizations, routing, third-party submissions, dispositions, communications, compensation, chain of title, and treatment of resulting rights and value fall within the categories requiring preservation.

C. Institutional Custodians — Legal, Financial, and Restructuring Layers

The record converges at three institutional points: VREG legal, Vine equity and secured-creditor position, and Accordion restructuring.

1. Kevin P. Berg — legal and institutional layer. His records span authority, contracts, notice, project disposition, internal legal positions, and the company's response to the matters

now documented in the evidentiary record. His later statements concerning Rosen, VREG's records, and project materials materially conflict with other parts of that record. Berg's role and records therefore form the legal layer necessary to complete VREG's internal account.

2. James P. Moore and Vine — financial and institutional layer. Vine was a controlling investor in VREG and, by the bankruptcy, its largest secured lender. The record also identifies communications involving Moore and conflicting accounts concerning Rosen's role and reporting relationships. Vine's equity and creditor positions therefore place Debtor records concerning capital allocation, investment, approvals, valuation, conflicts, economic participation, and asset disposition within the preservation inquiry, including records showing how activity involving the Covered Works was financed, authorized, valued, or treated within the Vine–VREG structure.

3. Keith Maib and Accordion — restructuring layer. Maib identified February 20, 2024 as the start of Accordion's engagement. Movant's February 19, 2024 demand for defined duties, transparency, and accountability concerning Rosen is separately reflected in the Evidentiary Compendium. Maib later assumed restructuring control over VREG's operations, books and records, asset sales, recoveries, and Plan process. By the claims process, Movant had placed identified projects, confidential materials, routing evidence, and authority disputes before the estate. Accordion's records therefore bear on the transition from VREG's operating activity and internal records into restructuring, asset sale, claims administration, and Plan treatment.

Taken together, these three institutional points trace the record from operating activity through financing and valuation into restructuring and estate administration. Preservation keeps that record intact so the comparison can be made in any proceeding in which it properly arises.

VII. SCOPE OF PRESERVATION

The February 2024 chronology described in Section V.D marks a transition in custody and restructuring but does not define the full preservation window. The categories defined in this Section VII control the scope of the preservation relief requested. Descriptions elsewhere in this Motion identify the factual basis for preservation and do not expand or narrow these categories.

For purposes of the preservation relief, "Covered Works" means the works and projects identified in Proofs of Claim Nos. 16 and 17, together with the additional projects identified by title in Section VI.B of this Motion, in each case to the extent submitted to, received by, developed through, or transmitted through VREG or its personnel or agents.

"Covered Records" means Debtor books and records concerning:

(a) the receipt, submission, review, development, handling, transmission, routing, referral, introduction, disposition, notes, exploitation, licensing, assignment, transfer, attribution, ownership, provenance, chain of title, or commercial use of the Covered Works;

(b) agreements, licenses, ownership interests, authority, governance, reporting relationships, approvals, and communications concerning VREG personnel or agents involved in the Covered Works, including records concerning VREG's authority to use the Village Roadshow name, brand identity, or logo, and any limitation, modification, or revocation of that authority;

(c) communications with third parties concerning the Covered Works or their submission, development, routing, referral, introduction, disposition, transfer, exploitation, attribution, ownership, commercial use, or asserted relationship to downstream projects or transactions, whether or not VREG was a formal party to or participant in that downstream activity;

(d) transaction, accounting, valuation, claims-administration, asset-transfer, sale, and Plan records concerning the Covered Works or rights or value derived from them;

(e) notices, preservation demands, responses, and internal communications concerning the Covered Works or their handling; and

(f) electronically stored information concerning the foregoing, including native files, metadata, account and access records, email and messaging records, logs, audit histories, backups, migration records, and records concerning unauthorized access, loss, deletion, destruction, or security incidents affecting the foregoing records or information.

The temporal scope of Covered Records is January 1, 2020 through the date of entry of the Court's order on this Motion, except that Covered Records concerning agreements, authority, governance, reporting relationships, and institutional roles involving Mosko, Rosen, or Vine extend back to January 1, 2017, and Covered Records within category (e) include such records created after entry of the Court's order during the preservation period requested in Section IX.

VIII. LEGAL STANDARD AND EXISTING PRESERVATION OBLIGATIONS

Paragraph 114 of the Confirmation Order already establishes preservation obligations for Debtor books and records, including computer-generated and computer-maintained records and data held by third parties, Purchasers, and professionals, subject to any applicable Sale Order or Asset Purchase Agreement. (D.I. 1565, para. 114.) Paragraph 114 further directs that "each such party shall be directed not to dispose of or destroy any such books and records until such time as authorized in writing by the Liquidation Trustee or further order of the Bankruptcy Court." (Id.) Paragraph 125 of the Confirmation Order further retains this Court's jurisdiction over matters arising out of or related to the Chapter 11 Cases, the Sale, the Sale Documents, the Confirmation Order, and the Plan. (D.I. 1565, para. 125.) The Plan likewise provides that "the Liquidation Trust and the Liquidation Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order." (D.I. 1565-1, Plan Art. VIII.C.)

Section 105(a) authorizes this Court to issue orders necessary or appropriate to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a). The Third Circuit recognizes a duty to preserve evidence when litigation is pending or reasonably foreseeable. *Bull v. United Parcel Serv., Inc.*, 665 F.3d 68, 73 (3d Cir. 2012). Bankruptcy Rule 9014(c)(1) applies Rule 7037 in contested matters, and Rule 7037 incorporates Federal Rule of Civil Procedure 37, including Rule 37(e)'s treatment of electronically stored information that should have been preserved. Fed. R. Bankr. P. 9014(c)(1), 7037; Fed. R. Civ. P. 37(e).

Delaware bankruptcy authority distinguishes preservation from production. In *In re Syntax-Brillian Corp.*, the court denied a request to compel production of a liquidating debtor's books and records while stating that the trustee was responsible for preserving those materials pending appropriate direction from the court. Case No. 08-11407 (BLS), slip op. at 9 (Bankr. D. Del. May 11, 2016).

Paragraph 114 itself reserves this Court's authority to govern disposition of Covered Records by "further order of the Bankruptcy Court." The relief requested invokes that reserved authority to supervise and implement paragraph 114's existing preservation mechanism, rather than seeking an independent injunction of the type contemplated by Bankruptcy Rule 7001(g). *See In re SemCrude, L.P., Case No. 08-11525 (BLS), slip op. at 15 n.11 (Bankr. D. Del. Oct. 7, 2011)* (applying the principle that an adversary proceeding is unnecessary where the movant seeks to enforce an order already in place) (citing *In re WorldCorp, Inc.*, 252 B.R. 890, 895 (Bankr. D. Del. 2000)).

The amended Liquidation Trust Agreement separately protects books and records maintained by or transferred to the Liquidation Trust. Section 3.8 permits their disposal only at the later of the Trustee's determination that continued maintenance is no longer necessary for the

Trust or its Beneficiaries and completion of the Trust's winding down. (D.I. 1561, Liquidation Trust Agreement sec. 3.8.) The present request therefore focuses on enforcing paragraph 114 as to Covered Records and protecting them from disposal or destruction on the terms requested in Section IX. Consistent with paragraph 114, the relief requested remains subject to any applicable Sale Order or Asset Purchase Agreement and does not alter any rights granted thereunder.

IX. RELIEF REQUESTED

The record identifies documented misrepresentations, materially conflicting institutional accounts, unresolved record-handling and authority discrepancies, formal notices, written refusals to preserve, and a disclosed data breach involving unauthorized access to certain employee email accounts. Those circumstances establish a concrete need for preservation of Covered Records. Paragraph 114 expressly permits disposal or destruction upon written authorization by the Liquidation Trustee. Movant's appeal remains pending. Movant does not allege that the Liquidation Trustee presently intends to authorize destruction of any records.

Kevin P. Berg, the Liquidation Trustee, served as VREG's general counsel during the period at issue. (D.I. 1734 at 1; D.I. 1167-3, paras. 1–2.) His communications concerning Rosen, VREG's records, and Movant's project materials fall within Covered Records, and his statements concerning those matters conflict with other parts of the record. (Appx. 65, 81.) Paragraph 114 vests the Liquidation Trustee with written authority to authorize disposal or destruction of Covered Records. The point is structural: that authority rests with the person whose own conduct and communications the Covered Records document. Court supervision of that authority, limited to Covered Records, resolves the question without requiring any determination concerning the Liquidation Trustee's intentions.

Books and records maintained by or transferred to the Liquidation Trust are separately governed by section 3.8 of the Liquidation Trust Agreement, which permits disposal only upon satisfaction of both conditions stated therein. Movant does not seek to modify that provision. The relief requested is directed to the paragraph 114 authorization mechanism, which imposes no comparable condition.

Movant requests that the Court direct the Liquidation Trustee not to issue written authorization under paragraph 114 permitting the disposal or destruction of Covered Records during the pendency of Movant's appeal before the United States Court of Appeals for the Third Circuit, No. 26-2443, and any proceedings on remand arising from that appeal, and thereafter unless and until further order of this Court entered after notice to Movant and an opportunity to be heard. Movant does not seek production or examination through this Motion. Preservation is the predicate to any future examination under Bankruptcy Rule 2004, adversary proceeding, appellate remand, claims-administration proceeding, or other proceeding in which Covered Records may become material.

Movant respectfully requests that the Court determine this Motion on the papers, without oral argument, unless the Court determines that a hearing is necessary.

X. MOVANT'S NAME AND REGISTRATION RECORDS

Movant's legal name is John Thomas Pautsch. Movant uses the professional name John Huntsman, which Movant has used in his professional activity since 2022. Movant has used both Pautsch and Huntsman in correspondence concerning works identified in the evidentiary record.

The Writers Guild of America West Client Statement identifies Movant as "PAUTSCH, JOHN" and lists registrations concerning works identified in the evidentiary record. Movant's

Client Statement and selected records retrieved from the United States Copyright Office Copyright Public Records System are reproduced at Appx. 84–91.

VERIFICATION

I, John T. Pautsch, declare under penalty of perjury that the statements in Section X concerning my name and registration records are true and correct, and that the documents reproduced at Appx. 84–91 are true and accurate copies of my Writers Guild of America West Client Statement and of selected records I retrieved from the United States Copyright Office Copyright Public Records System.

Executed on August 24, 2026

Respectfully submitted,



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CERTIFICATE OF SERVICE

I, John T. Pautsch, certify that on August 24, 2026, I served true and correct copies of the Notice of Motion, Motion of John T. Pautsch for Preservation of Debtor Books and Records Under Paragraph 114 of the Confirmation Order, and Proposed Order by First-Class United States Mail, and served the complete filing package, including the Appendix, by email, upon the parties identified below.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF MOTION

PLEASE TAKE NOTICE that John T. Pautsch ("Movant") has filed the **MOTION OF JOHN T. PAUTSCH FOR PRESERVATION OF DEBTOR BOOKS AND RECORDS UNDER PARAGRAPH 114 OF THE CONFIRMATION ORDER** (the "Motion") with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed by the deadline established by the Court with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware 19801. At the same time, a copy of any response or objection must be served upon:

John T. Pautsch
9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212
legal@thegoat.com

PLEASE TAKE FURTHER NOTICE that any hearing to consider the Motion will be scheduled by the Court before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the location or by the means designated by the Court.

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

Dated: August 24, 2026

John T. Pautsch
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Beverly Hills, CA 90212
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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ORDER GRANTING MOTION OF JOHN T. PAUTSCH FOR PRESERVATION OF DEBTOR BOOKS AND RECORDS UNDER PARAGRAPH 114 OF THE CONFIRMATION ORDER

The Court has considered the **Motion of John T. Pautsch for Preservation of Debtor Books and Records Under Paragraph 114 of the Confirmation Order** (the "Motion"), filed by John T. Pautsch ("Movant"). The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334, and venue is proper under 28 U.S.C. §§ 1408 and 1409.

The Court entered the **Findings of Fact, Conclusions of Law, and Order Approving the Disclosure Statement on a Final Basis and Confirming the Joint Plan of Liquidation of Village Roadshow Entertainment Group USA Inc. and Its Debtor Affiliates** [D.I. 1565] (the "Confirmation Order") on April 17, 2026.

The Plan became effective on May 1, 2026 [D.I. 1620]. Paragraph 114 of the Confirmation Order establishes a preservation mechanism for Debtor books and records and directs specified parties possessing such records not to dispose of or destroy them until authorized in writing by the Liquidation Trustee (as defined in the Plan) or further order of this Court. Paragraph 125 retains this Court's jurisdiction as provided therein. The Court finds that notice was sufficient and that good cause exists for the relief granted below.

IT IS ORDERED THAT:

1. **The Motion is GRANTED as provided in this Order.**

2. **Covered Works.** For purposes of the preservation relief, "Covered Works" means the works and projects identified in Proofs of Claim Nos. 16 and 17, together with the additional projects identified by title in Section VI.B of the Motion, in each case to the extent submitted to, received by, developed through, or transmitted through Village Roadshow Entertainment Group ("VREG") or its personnel or agents.

3. **Covered Records.** "Covered Records" means Debtor books and records concerning:

   (a) the receipt, submission, review, development, handling, transmission, routing, referral, introduction, disposition, notes, exploitation, licensing, assignment, transfer, attribution, ownership, provenance, chain of title, or commercial use of the Covered Works;

   (b) agreements, licenses, ownership interests, authority, governance, reporting relationships, approvals, and communications concerning VREG personnel or agents involved in the Covered Works, including records concerning VREG's authority to use the Village Roadshow name, brand identity, or logo, and any limitation, modification, or revocation of that authority;

   (c) communications with third parties concerning the Covered Works or their submission, development, routing, referral, introduction, disposition, transfer, exploitation, attribution, ownership, commercial use, or asserted relationship to downstream projects or transactions, whether or not VREG was a formal party to or participant in that downstream activity;

   (d) transaction, accounting, valuation, claims-administration, asset-transfer, sale, and Plan records concerning the Covered Works or rights or value derived from them;

   (e) notices, preservation demands, responses, and internal communications concerning the Covered Works or their handling; and

   (f) electronically stored information concerning the foregoing, including native files, metadata, account and access records, email and messaging records, logs, audit histories, backups, migration records, and records concerning unauthorized access, loss, deletion, destruction, or security incidents affecting the foregoing records or information.

4. **Temporal Scope.** The temporal scope of Covered Records is January 1, 2020 through the date of entry of this Order, except that Covered Records concerning agreements, authority, governance, reporting relationships, and institutional roles involving Mosko, Rosen, or Vine extend back to January 1, 2017, and Covered Records within category (e) include such records created after entry of this Order during the preservation period established by paragraph 5.

5. **Preservation.** The Liquidation Trustee, presently Kevin P. Berg, and any successor thereto, shall not issue written authorization under paragraph 114 of the Confirmation Order permitting the disposal or destruction of Covered Records during the pendency of Movant's appeal before the United States Court of Appeals for the Third Circuit, No. 26-2443, and any proceedings on remand arising from that appeal, and thereafter unless and until further order of this Court entered after notice to Movant and an opportunity to be heard.

6. **Existing Obligations and Sale Documents.** Nothing in this Order modifies, expands, or limits the obligations established by paragraph 114 of the Confirmation Order as to any other person or entity or alters any provision of an applicable Sale Order or Asset Purchase Agreement.

7. **No Production or Merits Determination.** This Order does not require production or examination of any records, impose any new obligation upon a non-party, or adjudicate ownership, discoverability, admissibility, privilege, relevance, liability, damages, value, or any issue pending before the United States Court of Appeals for the Third Circuit.

8. **Other Relief Reserved.** Nothing in this Order prejudices Movant's right to seek examination under Bankruptcy Rule 2004 or other appropriate relief.

9. **Effective Date.** This Order is effective immediately upon entry.

10. **Retention of Jurisdiction.** The Court retains jurisdiction to interpret, implement, and enforce this Order.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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August 14, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Justin R. Bernbrock, Matthew T. Benz
321 North Clark Street, 32nd Floor
Chicago, IL 60654
Telephone: (312) 499-6300

SENT VIA EMAIL: jbernbrock@sheppardmullin.com, mbenz@sheppardmullin.com

Re: In re Village Roadshow Entertainment Group USA, Inc., et al., Case No. 25-10475 (TMH)

Dear Mr. Bernbrock and Mr. Benz:

The record has matured. Expanded. The chronology has tightened around the Debtors, their agents, and applicable third parties—through the relevant period, the fallout, the restructuring, and the continuing market interference. Another tranche of emails has now been audited.

Projects continue to announce and release—prepetition, postpetition, and post-confirmation—across scripted, unscripted, animation, live sports, technology, and more.

The Debtors, their regime, and their agents used the Village Roadshow brand, personnel, and infrastructure to solicit and retain access to projects, intellectual property, authorship, services, strategic initiatives, packaged talent, materials, labor, and relationships. They obtained and maintained that access through misrepresentations concerning status, activity, disposition, authority, and more—then systematically moved enormous value away from the estate.

That value moved into third-party pipelines. It packaged talent. It set up projects across media. It produced unauthorized derivatives and other exploitation. It exposed an expanding ecosystem to liability while systematically excluding me from the same value I created, authored, developed, serviced, packaged, financed, and own rights to—and while interfering with my operations, progress, relationships, and position in the marketplace.

The Debtors' agents—including CEO Steve Mosko, who has a documented history of major data-security and record handling incidents—formed new companies, deployed sophisticated income and transaction structures, operated through conflicts of interest, and directed value toward strategically selected entities, including Sony, Netflix, other studios, production companies, and related businesses. Another agent, Rosen, interfered with active workflows—including, but not limited to, Paramount—as the record reflects. Agents also used talent agencies and other intermediaries to package talent around that same transferred value.

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The structure changed. The result did not: they moved the value, exploited it, and excluded me from the assets, rights, services, relationships, and opportunities I created and built.

Billions of dollars in media rights.
Significant market positions and opportunities.

Had they operated with integrity and focused on building enterprise value, Village Roadshow could have strengthened its market position rather than destroying it through misconduct.

Instead, they caused friction with Warner Bros., the company that propelled them to their market position, exposed the ecosystem to liabilities, and hurt people along the way.

For more than a year, I verified the false claims and sought fair resolution. Instead, the conduct by the Debtors, their agents, and their cohorts became more egregious—inside and outside the record, personally and professionally.

Then, the jig was up.

The Debtors filed for bankruptcy.

It's always the cover-up that's worse than the crime.

The Debtors and their bankruptcy representatives then carried that conduct into a federal proceeding—*In re Village Roadshow Entertainment Group USA, Inc., et al.*, Case No. 25-10475 (TMH). As the evidentiary record continues to develop, the resulting fraud reaches the integrity of the bankruptcy process itself.

Any entity or individual that knowingly participated in, facilitated, benefited from, or received rights, assets, opportunities, proceeds, or other value through that process now faces corresponding exposure.

Counsel, restructuring, and administrative fees now appear directly connected to servicing a fraudulent bankruptcy. Counsel fees, in particular, now make sense.

The creditor amounts are irregular. The striking issue is the disparity: comparatively modest amounts owed to the WGA and others after enormously valuable productions, media rights, projects, and opportunities moved away from the estate.

Market notes: Following the materials and strategic initiatives I provided to the Debtors, market activity accelerated across multiple categories:

- Debate formats across media.
- Dating formats across media.

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- Paul family, Jake Paul, boxing, and MMA content and opportunities.
- Scripted psychological horror, true crime, including killer and serial-killer content.
- Science fiction—contained and epic—across drama, thriller, and horror.
- Technology initiatives.

Across these categories and more, the timing, subject matter, formats, and resulting market activity track concepts, strategies, and opportunities contained in materials and initiatives provided to the Debtors for the purpose of collaborative financing, production, and execution.

How did I do it? Immense time and resources. Solving problems. Not chasing mandates.

The consequences no longer stop with the Debtors.

Their conduct now reaches rulings and dispositions entered by the United States Bankruptcy Court for the District of Delaware—and threatens to compromise proceedings administered by Judge Thomas Horan, whose record reflects careful and even-handed management of complex matters.

The market context matters.

Major media consolidation—including Paramount Skydance's ongoing acquisition of Warner Bros. Discovery—has drawn antitrust scrutiny concerning competition in film production, distribution, television, employment, economic concentration, quality, and culture. I do not share the legal objections presently being advanced against Paramount, and nothing here adopts those theories. My point is narrower: the Village Roadshow record shows how competition can be distorted at the project, rights, and pipeline level long before a transaction reaches regulatory review. Agents obtained access to intellectual property, projects, services, and relationships through misrepresentations; interfered with the creator, author, rights holder, and his related entities; redirected project momentum, rights, talent, and value through selected third parties; and moved opportunities into preferred studio pipelines.

A system that rewards the appropriation of valuable ideas and redirects them through favored pipelines is inherently anticompetitive.

The record also identifies overlap between individuals and entities involved in that conduct and parties later lobbying against Paramount-related consolidation. Although Paramount subsequently changed control through the Skydance transaction, the interference at issue predates that regime change—GOAT is one documented example among more than ten. The record reflects Village Roadshow agents disrupted its momentum and potential placement at Paramount and redirected the opportunity to Sony while excluding its creator and rights holder.

The bankruptcy therefore reaches far beyond an ordinary intellectual-property dispute.

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Fraud and anticompetitive conduct sit at its core, infecting the surrounding ecosystem while the bankruptcy process simultaneously functioned as an M&A mechanism that forced Warner Bros. into arrangements with Alcon involving established franchises. Alcon, in turn, has ties to a Debtors' agent who drove an engagement that obtained access to projects through misrepresentations while using the Debtors' brand, personnel, and infrastructure.

The bankruptcy process concealed and sought to insulate conduct involving fraud, misappropriation, infringement, conspiracy, and market interference. That same record necessarily warrants antitrust and anticompetitive scrutiny.

Intellectual property is the industry's lifeblood. Control who creates it, develops it, packages it, finances it, and receives its economic value—and you control who can compete.

Furthermore, the same VREG legal leadership—Kevin P. Berg—who oversaw strategic initiatives, legal matters, and restructuring during the period at issue, and whom the record reflects was placed on notice of that conduct in April 2024, remains the custodian of internal records concerning contracts, disposition, authorization, participation, and related activity.

If those records do not exist, the Debtors have one set of serious problems.

If they do exist, their contents create another.

Either way, the Debtors, their agents, and any third parties that participated in the conduct cannot escape the merits.

That exposure also explains why interference with my market position—including, but not limited to, my ability to retain counsel and conduct business operations—continues today.

For the avoidance of doubt, I never authorized the misuse, diversion, transfer, exploitation, or unauthorized development or creation of derivatives of my projects, intellectual property, authorship, services, materials, relationships, or strategic initiatives—whether within or through Village Roadshow's infrastructure, personnel, systems, or relationships, or through any new entity, affiliate, successor, studio, production company, financing vehicle, initiative, or third-party pipeline. No submission, communication, participation, delay, or other conduct by me constitutes consent, authorization, waiver, ratification, or relinquishment of any ownership interest, claim, remedy, or other right. I expressly reserve all rights, claims, causes of action, remedies, and interests under applicable law.

Best regards,

John T. Pautsch

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NOTICE TO PRESERVE EVIDENCE

July 29, 2026

Radial Entertainment
Attn: Noah Wald
1640 S Sepulveda Blvd, Ste 400
Los Angeles, CA 90025

VIA EMAIL: nwald@radialentertainment.com

Re: Steve Mosko — Radial Communications, Board Activity, Market Activity, and Financial Participation

Dear Noah Wald:

I, John T. Pautsch (known professionally as "Huntsman"), write individually and on behalf of THE G.O.A.T. MEDIA, LLC ("TGM") to place Radial Entertainment and any parent, subsidiary, operating brand, predecessor, affiliate, personnel, system, or service provider that possesses, maintains, administers, or controls responsive records—collectively and solely to that extent, "Radial"—on formal notice to preserve all documents, communications, and electronically stored information ("ESI") relating to Steve Mosko and the matters identified below.

This notice concerns records maintained in connection with Mr. Mosko's consideration, nomination, appointment, onboarding, service, activities, access, oversight, compensation, financial interests, and participation as a member of Radial's Board of Directors; his outside business activities, affiliations, relationships, and market activity; and any actual or contemplated Radial financial or economic participation involving Mr. Mosko, his affiliated persons or entities, or related media, entertainment, technology, intellectual-property, data, production, distribution, licensing, financing, acquisition, investment, or strategic initiatives.

The notice includes responsive records maintained through Radial and its operating brands, including FilmRise and Shout! Studios, and records inherited from or maintained through predecessor entities, accounts, systems, repositories, personnel, and service providers, to the extent such information is within Radial's possession, custody, or control.

The identified information may be relevant to pending proceedings arising from In re Village Roadshow Entertainment Group USA, Inc., et al., Bankr. D. Del. No. 25-10475 (TMH), related appellate proceedings, and reasonably anticipated litigation concerning the receipt, access, oversight, handling, routing, use, disclosure, development, financing, exploitation, retention, transfer, and disposition of creative materials, intellectual property, labor, professional services, development workflows, business relationships, market intelligence, and data.

Responsive records may not expressly identify Mr. Pautsch, TGM, or "Huntsman." They may instead use project titles, revised titles, working titles, code names, descriptions, premises, formats, characters, derivative concepts, intermediaries, counterparties, transactions, relationships, entities,

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data models, development strategies, or downstream initiatives. Preservation therefore must not be limited to records located through searches for Mr. Pautsch's or TGM's names.

This notice requests preservation only. It seeks no production at this time, does not accuse Radial of wrongdoing, and does not purport to impose any obligation beyond applicable law. Nothing in this notice characterizes, allocates, concedes, or limits authorship, ownership, beneficial interest, claimant status, agency, assignment, or the allocation of any right between Mr. Pautsch and TGM. Each category is asserted by the person or entity to which it pertains.

Receipt of this notice provides actual notice that the identified information may be relevant to pending and reasonably anticipated litigation. The alteration, destruction, concealment, loss, or failure to preserve responsive information after receipt may bear on subsequent evidentiary and procedural issues.

1. Defined Terms

A. Covered Materials, Services, and Information

"Covered Materials, Services, and Information" means any:

1. creative work, project, project title, slate, script, treatment, concept, format, pitch, proposal, deck, presentation, submission, development material, production material, intellectual property, derivative material, or related content;
2. labor, professional service, development service, packaging activity, production activity, financing activity, submission activity, business-development activity, or other work;
3. development pipeline, development workflow, project-tracking process, submission pathway, packaging strategy, production strategy, financing strategy, distribution strategy, commercialization strategy, platform strategy, audience strategy, data strategy, or market strategy;
4. business relationship, professional relationship, introduction, contact, talent relationship, producer relationship, buyer relationship, financier relationship, platform relationship, studio relationship, network relationship, distribution relationship, licensing relationship, technology relationship, or other market relationship; or
5. strategy, market intelligence, opportunity analysis, commercial information, business model, platform information, audience information, analytics, data, identity information, access information, account information, or other proprietary or nonpublic information;

that originated from, was supplied by, was created or developed by, was financed by, was performed by, or was otherwise associated with Mr. Pautsch or TGM.

The term also includes any such material, service, relationship, workflow, strategy, intelligence, data, or information that was received, obtained, accessed, reviewed, evaluated, routed, circulated, handled, retained, used, disclosed, submitted, packaged, developed, financed, commercialized, exploited, transferred, or disposed of through Village Roadshow Entertainment Group or any of its current or former officers, directors, employees, agents, representatives, consultants, affiliates, accounts, devices, systems, databases, platforms, submission channels, development pipelines, production pipelines, financial systems, or other infrastructure.

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B. Mosko-Affiliated Activity

"Mosko-Affiliated Activity" means any actual, contemplated, proposed, evaluated, pursued, developed, financed, acquired, distributed, licensed, commercialized, or completed project, slate, company, entity, fund, investment vehicle, transaction, acquisition, financing, partnership, joint venture, production, distribution arrangement, licensing arrangement, platform initiative, technology initiative, data initiative, intellectual-property initiative, or other commercial activity in which Mr. Mosko:

1. served or was expected to serve as an officer, director, trustee, employee, consultant, adviser, agent, representative, producer, executive producer, manager, investor, lender, partner, participant, or other decision-maker;
2. held or was expected to hold any ownership, investment, compensation, participation, advisory, management, governance, licensing, producer, distribution, or other financial or economic interest;
3. exercised or was expected to exercise access, knowledge, oversight, direction, approval, influence, control, monitoring, supervision, strategic input, or decision-making authority; or
4. introduced, connected, referred, routed, submitted, presented, recommended, sponsored, supported, financed, sourced, originated, or otherwise facilitated any person, entity, project, slate, opportunity, transaction, or initiative.

C. Radial Financial Participation

"Radial Financial Participation" means any actual, contemplated, proposed, evaluated, recommended, approved, declined, rejected, abandoned, structured, negotiated, financed, acquired, held, monitored, modified, transferred, sold, licensed, distributed, monetized, or disposed direct or indirect financial or economic participation by:

1. Radial Entertainment;
2. FilmRise or Shout! Studios, to the extent operating through or controlled by Radial;
3. any Radial parent, subsidiary, operating brand, predecessor, successor, affiliate, fund, account, investment vehicle, portfolio company, adviser, lender, investor, partner, distributor, licensee, or entity;
4. Oaktree Capital Management, L.P., any Oaktree-managed fund, or another Oaktree-related entity, to the extent responsive records are within Radial's possession, custody, or control; or
5. any person acting for, through, or in coordination with any such entity;

in any Mosko-Affiliated Activity.

The term includes equity, debt, loans, credit facilities, acquisition financing, production financing, development financing, bridge financing, distribution financing, content investment, investments, ownership interests, profits interests, carried interests, options, warrants, royalties, backend participation, licensing revenue, distribution proceeds, advertising revenue, platform revenue, acquisition consideration, contingent compensation, fees, commissions, bonuses, advisory compensation, consulting compensation, board compensation, management compensation, producer compensation, executive-producer compensation, or any other direct or indirect financial, strategic, professional, or commercial benefit.

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2. Mosko Custodial Communications and Records

Preserve all documents, communications, and ESI within Radial's possession, custody, or control that were created, authored, sent, received, copied, forwarded, accessed, stored, maintained, transmitted, uploaded, downloaded, shared, reviewed, edited, or otherwise handled by, to, from, through, or concerning Steve Mosko and that refer or relate to any of the following:

(a) Appointment, onboarding, and board service

Mr. Mosko's identification, consideration, recruitment, evaluation, nomination, appointment, onboarding, retention, service, duties, authority, access, responsibilities, assignments, committee activity, strategic role, compensation, equity, participation, financial interests, disclosures, recusals, conflicts, or removal as a Radial director or in any other Radial-related capacity.

This category includes:

1. communications concerning why Mr. Mosko was considered, recommended, selected, or appointed;
2. biographies, background materials, diligence, references, questionnaires, disclosures, conflicts analyses, outside-business-activity disclosures, independence analyses, and onboarding materials;
3. board and committee materials provided or made accessible to him;
4. systems, accounts, portals, repositories, files, databases, reports, presentations, or other information to which he was granted access;
5. compensation, equity, options, fees, participation, expense reimbursement, indemnification, insurance, or other benefits associated with his service; and
6. any limitation, recusal, approval, waiver, condition, or restriction relating to his access, activities, affiliations, relationships, or financial interests.

(b) Radial strategy, operations, and market activity

Any actual or contemplated media, entertainment, film, television, streaming, digital-content, production, acquisition, content-investment, distribution, licensing, intellectual-property, technology, platform, analytics, advertising, audience-data, financing, investment, acquisition, restructuring, portfolio, governance, or strategic initiative involving Mr. Mosko.

This category includes activity involving:

1. individual projects;
2. groups of projects or slates;
3. content libraries or intellectual-property portfolios;
4. companies, funds, investment vehicles, transactions, partnerships, joint ventures, counterparties, entities, creators, producers, talent, financiers, distributors, platforms, or individuals;
5. FAST, AVOD, SVOD, TVOD, transactional, theatrical, broadcast, physical-media, digital, international, or other distribution channels;
6. content sourcing, acquisition, development, production, financing, packaging, licensing, distribution, monetization, analytics, advertising, platform strategy, audience development, and data use; and
7. organic growth, mergers and acquisitions, content-library acquisitions, strategic partnerships, co-productions, financing arrangements, or expansion initiatives.

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(c) Outside affiliations and business activities

Mr. Mosko's actual or contemplated employment, consulting, advisory work, board service, management activity, producing activity, financing activity, investment activity, financial interests, ownership interests, compensation arrangements, market relationships, or other outside business activities.

This includes communications concerning, involving, or transmitted through:

1. Oaktree Capital Management, L.P. or any Oaktree-managed, advised, sponsored, financed, controlled, or affiliated fund, account, investment vehicle, portfolio company, adviser, lender, investor, partner, or entity;
2. Sony Pictures or any current or former Sony entity;
3. Village Roadshow Entertainment Group or any current or former Village Roadshow entity;
4. Triarc Entertainment & Media Management, Inc.;
5. GreenSlate;
6. FilmRise;
7. Shout! Studios; and
8. any other current or former employer, company, board, fund, portfolio company, investment vehicle, adviser, lender, investor, producer, financier, studio, network, platform, distributor, licensee, consultant, agent, representative, counterparty, successor, predecessor, affiliate, joint venture, trust, entity, or person with which Mr. Mosko has been affiliated, involved, or engaged in any capacity.

The named persons and entities are illustrative and not limiting.

(d) Access, knowledge, oversight, and participation

Mr. Mosko's access to, receipt of, knowledge of, awareness of, oversight of, direction of, supervision of, participation in, approval of, monitoring of, review of, evaluation of, use of, disclosure of, disposition of, financial participation in, or benefit from the Covered Materials, Services, and Information.

This category includes records reflecting:

1. what Mr. Mosko knew, received, reviewed, was shown, was told, discussed, considered, approved, authorized, directed, monitored, financed, disclosed, used, retained, transferred, or caused others to handle;
2. the source, origin, provenance, authorship, ownership, authority, authorization, attribution, status, availability, commercial value, or disposition of any relevant material, project, opportunity, service, relationship, strategy, intelligence, data, or information;
3. any decision to omit, remove, alter, obscure, discontinue, or fail to preserve attribution to Mr. Pautsch or TGM;
4. any activity undertaken through another person, entity, account, system, submission pathway, development pipeline, financing pathway, transaction, affiliate, investment vehicle, or intermediary; and

JOHN T. PAUTSCH
THE G.O.A.T. MEDIA, LLC
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Beverly Hills, CA 90212

5. any use of knowledge, relationships, strategy, market intelligence, data, development workflows, project information, or other information obtained through Village Roadshow personnel or infrastructure.

(e) Village Roadshow personnel and infrastructure

Any communication, meeting, decision, approval, instruction, report, presentation, calendar entry, project record, slate record, submission record, development record, financing record, relationship record, or other information concerning the Covered Materials, Services, and Information that arose through or involved Village Roadshow personnel, agents, representatives, consultants, affiliates, accounts, email systems, shared drives, databases, document-management systems, customer-relationship-management systems, submission portals, development systems, production systems, financial systems, data rooms, board materials, executive reports, devices, cloud environments, or other infrastructure.

This includes records concerning:

1. project and slate intake;
2. project status and development workflows;
3. evaluation, coverage, review, routing, referral, packaging, submission, financing, production, licensing, distribution, commercialization, exploitation, retention, transfer, or disposition;
4. relationships, introductions, counterparties, talent, producers, financiers, buyers, platforms, studios, networks, distributors, licensees, or other market participants;
5. rights, authority, attribution, ownership, control, participation, claimant status, compensation, or entitlement;
6. activity conducted through third-party pipelines or outside Village Roadshow's formal systems; and
7. any subsequent transfer, use, incorporation, adaptation, financing, development, commercialization, distribution, or exploitation through Radial, FilmRise, Shout! Studios, Oaktree, or another person or entity.

(f) Downstream projects, libraries, and initiatives

Any project, slate, library, catalog, entity, transaction, production, distribution arrangement, licensing arrangement, technology initiative, data initiative, intellectual-property initiative, financing, investment, acquisition, restructuring, portfolio activity, or other commercial activity involving Radial or Mr. Mosko that:

1. incorporated, referenced, adapted, reproduced, reflected, or derived from the Covered Materials, Services, and Information;
2. was informed by, influenced by, enabled by, accelerated by, or benefited from the Covered Materials, Services, and Information;
3. used or relied on any development workflow, submission pathway, relationship, strategy, market intelligence, labor, service, data, or information obtained through Mr. Pautsch, TGM, or Village Roadshow infrastructure;
4. materially overlapped with any project, slate, opportunity, transaction, relationship, or development activity originating from or associated with Mr. Pautsch or TGM; or

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5. was routed, structured, developed, financed, acquired, licensed, distributed, monetized, commercialized, or exploited through an intermediary, affiliate, successor, portfolio company, investment vehicle, counterparty, platform, distributor, licensee, or other person or entity.

(g) Development and financial-participation discussions

Any communication, proposal, analysis, presentation, recommendation, negotiation, approval, rejection, or discussion concerning development, financing, ownership, investment, participation, compensation, acquisition, licensing, distribution, monetization, or economic benefit involving:

1. an individual project;
2. a group of projects or slate;
3. a content library, intellectual-property portfolio, or rights package;
4. a company, fund, entity, platform, distributor, or investment vehicle;
5. an individual creator, producer, executive, adviser, talent participant, financier, investor, distributor, licensee, or other person;
6. intellectual property, labor, professional services, development workflows, market relationships, strategies, market intelligence, audience information, analytics, technology, or data; or
7. any revenue stream, production arrangement, distribution arrangement, licensing arrangement, platform arrangement, acquisition, investment, financing, restructuring, or transaction associated with the foregoing.

(h) Rights, authority, attribution, and exploitation

Any actual, contemplated, claimed, asserted, implied, or represented:

1. authorship, ownership, beneficial interest, control, authority, permission, representation, agency, participation, entitlement, assignment, option, license, submission right, development right, production right, distribution right, exploitation right, monetization right, or other interest concerning the Covered Materials, Services, and Information;
2. authority to submit, package, develop, adapt, finance, produce, acquire, distribute, license, transfer, commercialize, monetize, exploit, or otherwise act concerning them;
3. use or exploitation of intellectual property, labor, professional services, development activity, relationships, strategies, market intelligence, technology, analytics, audience information, data, or other information; or
4. statement concerning the source, provenance, status, ownership, control, authorization, disposition, availability, commercial value, attribution, or rights position of any relevant project, material, relationship, opportunity, service, data, or information.

(i) Claims, disputes, and proceedings

Any claim, notice, demand, complaint, inquiry, investigation, preservation request, litigation hold, dispute, proof of claim, bankruptcy matter, restructuring, sale process, transaction, court proceeding, appeal, or pending or reasonably anticipated litigation involving:

1. Mr. Pautsch, TGM, or "Huntsman";
2. Village Roadshow Entertainment Group;
3. the Covered Materials, Services, and Information;

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4. Mr. Mosko's access, knowledge, oversight, participation, authority, representations, interests, or market activity;
5. Radial Financial Participation or Mosko-Affiliated Activity; or
6. the receipt, handling, routing, development, financing, acquisition, licensing, distribution, use, exploitation, retention, transfer, monetization, or disposition of the Covered Materials, Services, and Information.

3. Radial Financial and Transaction Records

Preserve all Radial documents, communications, and ESI—whether or not authored, received, or copied directly to Mr. Mosko—concerning any actual or contemplated Radial Financial Participation in a Mosko-Affiliated Activity.

This category includes:

1. investment sourcing and origination records;
2. project, slate, library, company, acquisition, and opportunity analyses;
3. development, production, financing, licensing, distribution, acquisition, and transaction proposals;
4. underwriting, diligence, rights-review, chain-of-title, and provenance materials;
5. investment memoranda, board materials, strategic presentations, and approval materials;
6. financial models, forecasts, valuations, revenue analyses, audience analyses, and monetization models;
7. ownership, capitalization, participation, and beneficial-interest records;
8. financing, acquisition, licensing, distribution, and revenue-sharing structures;
9. proposed and final transaction documents;
10. side letters, participation agreements, compensation arrangements, advisory agreements, consulting agreements, producer agreements, licensing agreements, distribution agreements, platform agreements, content-acquisition agreements, and management agreements;
11. monitoring, valuation, amendment, restructuring, enforcement, disposition, renewal, extension, and exit records;
12. records identifying any direct or indirect interest held by Mr. Mosko, an affiliated entity, an intermediary, a nominee, a representative, a trust, an investment vehicle, or another person acting for his benefit;
13. communications concerning whether Mr. Mosko introduced, sourced, originated, recommended, sponsored, supported, advised upon, evaluated, approved, opposed, monitored, or participated in an opportunity or transaction; and
14. records concerning transactions or opportunities that were considered, evaluated, declined, rejected, abandoned, terminated, or not consummated.

The scope includes Radial participation at the project, slate, library, company, fund, entity, individual, transaction, intellectual-property asset, revenue-stream, distribution-rights, licensing-rights, platform, and portfolio-company levels.

4. Governance, Compliance, Conflicts, and Outside-Activity Records

Preserve all responsive Radial board, committee, legal, compliance, conflicts, governance, risk, ethics, disclosure, recusal, diligence, investment, transaction, compensation, and outside-business-activity records concerning:

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1. Mr. Mosko's employment, consulting, advisory work, board service, producing activity, investments, financial interests, ownership interests, compensation arrangements, or other outside activities;
2. his relationships with any person or entity involved in a Mosko-Affiliated Activity;
3. any actual, potential, or perceived conflict involving the matters described in this notice;
4. any disclosure, nondisclosure, recusal, approval, waiver, review, inquiry, investigation, escalation, or remedial action concerning such matters;
5. any use of Radial personnel, systems, relationships, information, capital, resources, reputation, business opportunities, content libraries, distribution infrastructure, technology, audience data, or market access in connection with responsive activity; and
6. any benefit, opportunity, compensation, equity, participation, or other interest offered, provided, considered, or attributed to Mr. Mosko or an affiliated person or entity.

5. Data, Security, Breach, and Records-Integrity Matters

Preserve all responsive records concerning:

1. the collection, receipt, access, use, transfer, sharing, disclosure, commercialization, monetization, security, retention, migration, or disposition of data included within or derived from the Covered Materials, Services, and Information;
2. any actual or suspected unauthorized access, acquisition, disclosure, transmission, use, compromise, alteration, deletion, loss, destruction, migration, or transfer affecting responsive information;
3. any data breach, cybersecurity incident, system intrusion, account compromise, credential compromise, forensic investigation, remediation, notification, insurance claim, legal analysis, response strategy, or communications strategy affecting a system or repository reasonably likely to contain responsive information;
4. any records-management decision, system integration, system conversion, account closure, device replacement, platform migration, database consolidation, backup restoration, or disposal event affecting potentially responsive records; and
5. communications with legal advisers, forensic vendors, insurers, regulators, service providers, platforms, distributors, counterparties, Oaktree, FilmRise, Shout! Studios, or affected persons concerning such matters.

This section is limited to data derived from or associated with the matters identified in this notice, or incidents affecting systems or repositories reasonably likely to contain responsive information.

6. No Express-Name, Attribution, or Formal-Title Limitation

Responsive information remains within the scope of this notice whether or not it expressly identifies John T. Pautsch, TGM, or "Huntsman."

Preserve information where the record instead uses or refers to:

1. a project title, revised title, working title, code name, description, premise, format, character, visual treatment, business model, data model, development strategy, distribution strategy, or other identifying feature;

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2. an intermediary, agent, representative, entity, counterparty, buyer, financier, producer, talent participant, platform, distributor, licensee, market relationship, transaction, or other indirect reference;
3. a derivative, adapted, reformulated, combined, repackaged, acquired, licensed, distributed, monetized, or downstream project, product, opportunity, library, or initiative;
4. a submission, development, financing, production, acquisition, licensing, distribution, investment, monetization, or transaction pathway; or
5. any other reference reasonably capable of connecting the record to the Covered Materials, Services, and Information.

The scope includes materials, services, relationships, workflows, strategies, market intelligence, technology, analytics, audience information, and data originating from or obtained through Mr. Pautsch or TGM even where later communications omitted attribution, used different terminology, routed the matter through an intermediary, or addressed only a downstream project, entity, transaction, library, platform, or initiative.

7. Complete Transmission, Access, and Handling Records

For each responsive communication, document, or data source, preserve the complete record of origin, creation, receipt, access, review, editing, transmission, routing, forwarding, uploading, downloading, sharing, copying, deletion, restoration, and disposition, including:

1. all sender and recipient fields;
2. all "to," "cc," and "bcc" recipients;
3. attachments and embedded files;
4. native files;
5. metadata;
6. drafts and version histories;
7. audit and access logs;
8. upload and download logs;
9. send, delivery, and forwarding records;
10. link-sharing and permission histories;
11. file-path, folder, account, database, system, and repository information; and
12. records identifying each person who accessed, modified, transmitted, deleted, restored, or otherwise handled the information.

8. Forms of Material Covered

This preservation request applies to all potentially responsive formats within Radial's possession, custody, or control, including:

* email;
* text messages;
* Microsoft Teams, Slack, WhatsApp, Signal, Telegram, Google Chat, and similar platforms;
* disappearing or ephemeral communications;
* social-media direct messages;
* board and committee portals;
* calendars and meeting invitations;
* telephone and videoconference logs;

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* voicemails;
* audio and video recordings;
* handwritten and electronic notes;
* presentations;
* board and committee materials;
* project and slate records;
* content-acquisition and licensing records;
* distribution and platform records;
* diligence files;
* investment memoranda;
* financial models;
* audience, platform, advertising, analytics, and monetization records;
* compliance and conflicts records;
* outside-business-activity disclosures;
* legal files;
* drafts and redlines;
* native files and metadata;
* shared drives;
* cloud storage;
* document-management systems;
* customer-relationship-management systems;
* content-management systems;
* rights-management systems;
* distribution-management systems;
* platform-management systems;
* data rooms;
* backup and archival media; and
* information stored on computers, mobile devices, external media, servers, hosted platforms, or third-party services.

9. Custodians, Accounts, and Systems

This notice applies to responsive information maintained in connection with:

1. Steve Mosko, including any Radial-issued, Radial-administered, Radial-synchronized, or Radial-accessible account, device, board portal, committee workspace, calendar, file repository, database, or communication platform used by or for him;
2. any personal account or device used for Radial business, but only to the extent responsive information is within Radial's possession, custody, or control;
3. any assistant, delegate, administrator, board liaison, committee liaison, legal professional, compliance professional, finance professional, investment professional, content professional, business-affairs professional, information-technology professional, records custodian, or other person who created, received, transmitted, maintained, administered, reviewed, or handled responsive records for or concerning Mr. Mosko;
4. Radial personnel involved in any actual or contemplated Radial Financial Participation in a Mosko-Affiliated Activity;
5. Radial legal, business affairs, compliance, governance, conflicts, finance, investment, content acquisition, production, distribution, licensing, technology, data, records-management, and information-technology personnel responsible for responsive records;

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6. FilmRise and Shout! Studios personnel, systems, and repositories to the extent responsive information is within Radial's possession, custody, or control; and
7. third-party service providers to the extent Radial has a contractual or other right to obtain, preserve, access, administer, or control responsive information.

This notice does not purport to require Radial to preserve information outside its possession, custody, or control.

10. Relevant Time Period

For records concerning Mr. Mosko's consideration, recruitment, evaluation, nomination, appointment, onboarding, compensation, access, board service, committee activity, governance, disclosures, conflicts, recusals, outside activities, or actual or contemplated Radial Financial Participation:

From the earliest consideration of Mr. Mosko for any role with Radial through the present, on a continuing basis.

For all other responsive Radial records:

July 1, 2025 through the present, on a continuing basis.

For responsive records inherited from, transferred from, or maintained through FilmRise, Shout! Studios, a predecessor entity, or another controlled repository concerning Mr. Pautsch, TGM, Village Roadshow personnel or infrastructure, or the Covered Materials, Services, and Information:

April 1, 2020 through the present, on a continuing basis.

11. Required Preservation Measures

Please take reasonable and proportionate steps to:

1. identify relevant custodians, accounts, systems, repositories, applications, devices, databases, and service providers;
2. issue appropriate preservation instructions to relevant legal, business-affairs, compliance, finance, investment, governance, content, distribution, licensing, information-technology, records-management, and custodial personnel;
3. suspend routine deletion, destruction, overwriting, auto-purge, expiration, recycling, or other disposition processes to the extent they may affect responsive information;
4. disable disappearing-message or ephemeral-communication settings as they relate to responsive communications;
5. prevent the deletion, editing, alteration, overwriting, "unsending," concealment, migration, or other modification of responsive information;
6. preserve native files with their attachments, metadata, drafts, version histories, access logs, audit logs, and transmission records;
7. preserve responsive information before replacing, wiping, resetting, repurposing, transferring, closing, consolidating, or disposing of any relevant account, device, system, database, platform, or repository;

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8. preserve backup, archival, disaster-recovery, forensic, and legacy sources reasonably likely to contain unique responsive information not available from active systems or other preserved sources;
9. preserve records identifying any prior deletion, migration, transfer, loss, corruption, compromise, breach, or destruction of potentially responsive information; and
10. preserve records identifying any relevant source that no longer exists or is no longer reasonably accessible.

Because responsive records may omit attribution, use changed project titles, or concern indirect or downstream activity, targeted keyword preservation may not reliably identify all responsive information. To the extent Radial cannot reliably isolate responsive content without risking loss, please preserve the complete relevant custodial source—or a forensically sound copy of that source—pending a later agreement or determination regarding collection, review, and production.

This request does not require Radial to review or produce the complete source at this time.

Where doubt exists, preserve.

12. Privilege and Protected Material

Nothing in this notice requests the present production of privileged, work-product, confidential, proprietary, commercially sensitive, or otherwise legally protected information.

Such information should nevertheless be preserved where otherwise responsive. Preservation does not waive any privilege, protection, confidentiality interest, objection, or other right.

13. Confirmation

Within fourteen (14) days, please confirm that:

1. Radial has received this notice;
2. the notice has been transmitted to the persons responsible for legal, business affairs, compliance, governance, information technology, records management, financial and transaction records, and custodial preservation;
3. reasonable preservation measures have been implemented for responsive information within Radial's possession, custody, or control; and
4. potentially responsive information will not be destroyed, altered, overwritten, or otherwise rendered unavailable through routine or extraordinary processes.

This request seeks confirmation of implementation, not a sworn certification, disclosure of privileged information, identification of legal advice, or production of preserved materials.

If Radial believes any category is materially overbroad, unclear, technically unavailable, or outside its possession, custody, or control, please identify the specific category and basis promptly so the issue may be addressed without risking the loss of potentially responsive information.

14. Reservation of Rights

This letter is a preservation notice only. It requests no production at this time and does not characterize or allege liability by Radial.

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Nothing in this notice waives, limits, prejudices, or concedes any right, claim, remedy, position, objection, privilege, interest, or entitlement of Mr. Pautsch or TGM in any capacity, proceeding, or forum. All rights are expressly reserved.

Respectfully,

/s/ John T. Pautsch

John T. Pautsch
Individually and as Managing Member of
THE G.O.A.T. MEDIA, LLC

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THE G.O.A.T. MEDIA, LLC
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NOTICE TO PRESERVE EVIDENCE

July 29, 2026

Oaktree Strategic Credit Fund
Oaktree Fund Advisors, LLC
Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
P: +1 213 830-6300

VIA EMAIL: legalnotifications@oaktreecapital.com

Re: Steve Mosko — Oaktree Communications, Outside Activities, and Financial Participation

To the Legal Department:

I, John T. Pautsch (known professionally as "Huntsman"), write individually and on behalf of THE G.O.A.T. MEDIA, LLC ("TGM") to place Oaktree Strategic Credit Fund, Oaktree Fund Advisors, LLC, Oaktree Capital Management, L.P., and any affiliated entity that possesses, maintains, administers, or controls responsive records or systems—collectively and solely to that extent, "Oaktree"—on formal notice to preserve all documents, communications, and electronically stored information ("ESI") relating to Steve Mosko and the matters identified below.

This notice concerns records maintained in connection with Mr. Mosko's service as an independent director and Audit Committee member of Oaktree Strategic Credit Fund; his outside business activities, affiliations, interests, and market activity; and any actual or contemplated Oaktree financial or economic participation involving Mr. Mosko, his affiliated entities, or related media, entertainment, technology, intellectual-property, data, production, distribution, financing, or investment initiatives.

The identified information may be relevant to pending proceedings arising from In re Village Roadshow Entertainment Group USA, Inc., et al., Bankr. D. Del. No. 25-10475 (TMH), related appellate proceedings, and reasonably anticipated litigation concerning the receipt, access, oversight, handling, routing, use, disclosure, development, financing, exploitation, retention, transfer, and disposition of creative materials, intellectual property, labor, professional services, development workflows, business relationships, market intelligence, and data.

The anticipated matters include whether Village Roadshow personnel, agents, systems, submission channels, development pipelines, relationships, and other infrastructure were used to obtain, access, evaluate, route, develop, finance, disclose, exploit, or derive market value from such materials, services, relationships, and information through direct or third-party pathways.

Responsive records may not expressly identify Mr. Pautsch, TGM, or "Huntsman." They may instead use project titles, revised titles, working titles, descriptions, code names, derivative concepts, intermediaries,

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counterparties, transactions, relationships, entities, or downstream initiatives. Preservation therefore must not be limited to records located through searches for Mr. Pautsch's or TGM's names.

This notice requests preservation only. It seeks no production at this time, does not accuse Oaktree of wrongdoing, and does not purport to impose any obligation beyond applicable law. Nothing in this notice characterizes, allocates, concedes, or limits authorship, ownership, beneficial interest, claimant status, agency, assignment, or the allocation of any right between Mr. Pautsch and TGM. Each category is asserted by the person or entity to which it pertains.

Receipt of this notice provides actual notice that the identified information may be relevant to pending and reasonably anticipated litigation. The alteration, destruction, concealment, loss, or failure to preserve responsive information after receipt may bear on subsequent evidentiary and procedural issues.

1. Defined Terms

A. Covered Materials, Services, and Information

"Covered Materials, Services, and Information" means any:

1. creative work, project, project title, slate, script, treatment, concept, format, pitch, proposal, deck, presentation, submission, development material, production material, intellectual property, derivative material, or related content;

2. labor, professional service, development service, packaging activity, production activity, financing activity, submission activity, business-development activity, or other work;

3. development pipeline, development workflow, project-tracking process, submission pathway, packaging strategy, production strategy, financing strategy, distribution strategy, commercialization strategy, or market strategy;

4. business relationship, professional relationship, introduction, contact, talent relationship, producer relationship, buyer relationship, financier relationship, platform relationship, studio relationship, distribution relationship, or other market relationship;

5. strategy, market intelligence, opportunity analysis, commercial information, business model, data, identity information, access information, account information, or other proprietary or nonpublic information;

that originated from, was supplied by, was created or developed by, was financed by, was performed by, or was otherwise associated with Mr. Pautsch or TGM.

The term also includes any such material, service, relationship, workflow, strategy, intelligence, or information that was received, obtained, accessed, reviewed, evaluated, routed, circulated, handled, retained, used, disclosed, submitted, packaged, developed, financed, commercialized, exploited, transferred, or disposed of through Village Roadshow Entertainment Group or any of its current or former officers, directors, employees, agents, representatives, consultants, affiliates, accounts, devices, systems, databases, platforms, submission channels, development pipelines, or other infrastructure.

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B. Mosko-Affiliated Activity

"Mosko-Affiliated Activity" means any actual, contemplated, proposed, evaluated, pursued, developed, financed, or completed project, slate, company, entity, fund, investment vehicle, transaction, acquisition, financing, partnership, joint venture, production, distribution arrangement, licensing arrangement, technology initiative, data initiative, intellectual-property initiative, or other commercial activity in which Mr. Mosko:

1. served or was expected to serve as an officer, director, trustee, employee, consultant, adviser, agent, representative, producer, executive producer, manager, investor, lender, partner, participant, or other decision-maker;

2. held or was expected to hold any ownership, investment, compensation, participation, advisory, management, governance, licensing, producer, distribution, or other financial or economic interest;

3. exercised or was expected to exercise access, knowledge, oversight, direction, approval, influence, control, monitoring, supervision, or decision-making authority; or

4. introduced, connected, referred, routed, submitted, presented, recommended, sponsored, supported, financed, or otherwise facilitated any person, entity, project, slate, opportunity, transaction, or initiative.

C. Oaktree Financial Participation

"Oaktree Financial Participation" means any actual, contemplated, proposed, evaluated, recommended, approved, declined, rejected, abandoned, structured, negotiated, underwritten, financed, acquired, held, monitored, modified, transferred, sold, or disposed direct or indirect financial or economic participation by:

1. Oaktree Strategic Credit Fund;

2. Oaktree Fund Advisors, LLC;

3. Oaktree Capital Management, L.P.;

4. any Oaktree-managed, advised, sponsored, financed, controlled, or affiliated fund, account, investment vehicle, portfolio company, adviser, manager, lender, investor, partner, or entity; or

5. any person acting for or through any such entity,

in any Mosko-Affiliated Activity.

The term includes equity, debt, loans, credit facilities, acquisition financing, production financing, development financing, bridge financing, distribution financing, investments, ownership interests, profits interests, carried interests, options, warrants, royalties, backend participation, licensing revenue, distribution proceeds, acquisition consideration, contingent compensation, fees, commissions, bonuses,

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advisory compensation, consulting compensation, board compensation, management compensation, producer compensation, executive-producer compensation, or any other direct or indirect financial, strategic, professional, or commercial benefit.

2. Mosko Custodial Communications and Records

Preserve all documents, communications, and ESI within Oaktree's possession, custody, or control that were created, authored, sent, received, copied, forwarded, accessed, stored, maintained, transmitted, uploaded, downloaded, shared, reviewed, edited, or otherwise handled by, to, from, through, or concerning Steve Mosko and that refer or relate to any of the following:

(a) Media, entertainment, technology, and market activity

Any actual or contemplated media, entertainment, film, television, streaming, digital-content, production, distribution, licensing, intellectual-property, technology, platform, data, financing, investment, acquisition, restructuring, portfolio, governance, or strategic initiative involving Mr. Mosko.

This includes activity involving individual projects, groups of projects, slates, companies, funds, investment vehicles, transactions, partnerships, counterparties, entities, or individuals.

(b) Outside affiliations and business activities

Mr. Mosko's actual or contemplated employment, consulting, advisory work, board service, management activity, producing activity, investment activity, financial interests, ownership interests, compensation arrangements, market relationships, or other outside business activities.

This includes communications concerning, involving, or transmitted through:

1. Sony Pictures or any current or former Sony entity;

2. Village Roadshow Entertainment Group or any current or former Village Roadshow entity;

3. Triarc Entertainment & Media Management, Inc.;

4. Radial Entertainment;

5. GreenSlate; and

6. any other current or former employer, company, fund, portfolio company, investment vehicle, adviser, lender, investor, producer, financier, studio, network, platform, distributor, licensee, consultant, agent, representative, counterparty, successor, predecessor, affiliate, joint venture, or person with which Mr. Mosko has been affiliated, involved, or engaged in any capacity.

The named persons and entities are illustrative and not limiting.

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(c) Access, knowledge, oversight, and participation

Mr. Mosko's access to, receipt of, knowledge of, awareness of, oversight of, direction of, supervision of, participation in, approval of, monitoring of, review of, evaluation of, use of, disclosure of, disposition of, or benefit from the Covered Materials, Services, and Information.

This category includes records reflecting:

1. what Mr. Mosko knew, received, reviewed, was shown, was told, discussed, considered, approved, authorized, directed, monitored, financed, disclosed, used, retained, transferred, or caused others to handle;

2. the source, origin, provenance, authorship, ownership, authority, authorization, attribution, status, availability, or disposition of any relevant material, project, opportunity, service, relationship, strategy, intelligence, or information;

3. any decision to omit, remove, alter, obscure, discontinue, or fail to preserve attribution to Mr. Pautsch or TGM; and

4. any activity undertaken through another person, entity, account, system, submission pathway, development pipeline, financing pathway, transaction, or intermediary.

(d) Village Roadshow personnel and infrastructure

Any communication, meeting, decision, approval, instruction, report, presentation, calendar entry, project record, slate record, submission record, development record, financing record, or other information concerning the Covered Materials, Services, and Information that arose through or involved Village Roadshow personnel, agents, representatives, consultants, affiliates, accounts, email systems, shared drives, databases, document-management systems, customer-relationship-management systems, submission portals, development systems, production systems, financial systems, data rooms, board materials, executive reports, devices, cloud environments, or other infrastructure.

This includes records concerning:

1. project and slate intake;

2. project status and development workflows;

3. evaluation, coverage, review, routing, referral, packaging, submission, financing, production, licensing, distribution, commercialization, exploitation, retention, transfer, or disposition;

4. relationships, introductions, counterparties, talent, producers, financiers, buyers, platforms, studios, networks, distributors, or other market participants;

5. rights, authority, attribution, ownership, control, participation, claimant status, compensation, or entitlement; and

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6. activity conducted through third-party pipelines or outside Village Roadshow's formal systems.

(e) Downstream projects and initiatives

Any project, slate, entity, transaction, production, distribution arrangement, licensing arrangement, technology initiative, data initiative, intellectual-property initiative, financing, investment, acquisition, restructuring, portfolio activity, or other commercial activity involving Mr. Mosko that:

1. incorporated, referenced, adapted, reproduced, reflected, or derived from the Covered Materials, Services, and Information;

2. was informed by, influenced by, enabled by, accelerated by, or benefited from the Covered Materials, Services, and Information;

3. used or relied on any development workflow, submission pathway, relationship, strategy, market intelligence, labor, service, data, or information obtained through Mr. Pautsch, TGM, or Village Roadshow infrastructure;

4. materially overlapped with any project, slate, opportunity, transaction, relationship, or development activity originating from or associated with Mr. Pautsch or TGM; or

5. was routed, structured, developed, financed, commercialized, or exploited through an intermediary, affiliate, successor, portfolio company, investment vehicle, counterparty, or other person or entity.

(f) Development and financial-participation discussions

Any communication, proposal, analysis, presentation, recommendation, negotiation, approval, rejection, or discussion concerning development, financing, ownership, investment, participation, compensation, or economic benefit involving:

1. an individual project;

2. a group of projects or slate;

3. a company, fund, entity, or investment vehicle;

4. an individual creator, producer, executive, adviser, talent participant, financier, investor, or other person;

5. intellectual property, labor, professional services, development workflows, market relationships, strategies, market intelligence, or data; or

6. any revenue stream, rights package, production arrangement, distribution arrangement, licensing arrangement, acquisition, investment, financing, restructuring, or transaction associated with the foregoing.

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(g) Rights, authority, attribution, and exploitation

Any actual, contemplated, claimed, asserted, implied, or represented:

1. authorship, ownership, beneficial interest, control, authority, permission, representation, agency, participation, entitlement, assignment, option, license, submission right, development right, production right, distribution right, exploitation right, or other interest concerning the Covered Materials, Services, and Information;

2. authority to submit, package, develop, adapt, finance, produce, distribute, license, transfer, commercialize, exploit, or otherwise act concerning them;

3. use or exploitation of intellectual property, labor, professional services, development activity, relationships, strategies, market intelligence, data, or information; or

4. statement concerning the source, provenance, status, ownership, control, authorization, disposition, availability, commercial value, or rights position of any relevant project, material, relationship, opportunity, service, or information.

(h) Claims, disputes, and proceedings

Any claim, notice, demand, complaint, inquiry, investigation, preservation request, litigation hold, dispute, proof of claim, bankruptcy matter, restructuring, sale process, transaction, court proceeding, appeal, or pending or reasonably anticipated litigation involving:

1. Mr. Pautsch, TGM, or "Huntsman";

2. Village Roadshow Entertainment Group;

3. the Covered Materials, Services, and Information;

4. Mr. Mosko's access, knowledge, oversight, participation, authority, representations, interests, or market activity; or

5. the receipt, handling, routing, development, financing, use, exploitation, retention, transfer, or disposition of the Covered Materials, Services, and Information.

3. Oaktree Financial and Transaction Records

Preserve all Oaktree documents, communications, and ESI—whether or not authored, received, or copied directly to Mr. Mosko—concerning any actual or contemplated Oaktree Financial Participation in a Mosko-Affiliated Activity.

This category includes:

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1. investment sourcing and origination records;

2. opportunity analyses;

3. investment, financing, acquisition, and transaction proposals;

4. underwriting and diligence materials;

5. investment memoranda;

6. financial models and valuations;

7. ownership and capitalization records;

8. beneficial-interest analyses;

9. financing structures;

10. credit analyses;

11. investment-committee, portfolio-review, board, or other approval materials;

12. proposed and final transaction documents;

13. side letters, participation agreements, compensation arrangements, advisory agreements, consulting agreements, producer agreements, licensing agreements, distribution agreements, and management agreements;

14. monitoring, valuation, amendment, restructuring, workout, enforcement, disposition, and exit records;

15. records identifying any direct or indirect interest held by Mr. Mosko, an affiliated entity, an intermediary, a nominee, a representative, a family-controlled entity, an investment vehicle, or another person acting for his benefit;

16. communications concerning whether Mr. Mosko introduced, sourced, recommended, sponsored, supported, advised upon, evaluated, approved, opposed, monitored, or participated in an opportunity or transaction; and

17. records concerning transactions or opportunities that were considered, evaluated, declined, rejected, abandoned, terminated, or not consummated.

The scope includes Oaktree participation at the project, slate, company, fund, entity, individual, transaction, intellectual-property asset, revenue-stream, and portfolio-company levels.

4. Governance, Compliance, Conflicts, and Outside-Activity Records

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Preserve all responsive Oaktree board, Audit Committee, legal, compliance, conflicts, governance, risk, ethics, disclosure, recusal, diligence, investment, transaction, compensation, and outside-business-activity records concerning:

1. Mr. Mosko's employment, consulting, advisory work, board service, producing activity, investments, financial interests, ownership interests, compensation arrangements, or other outside activities;

2. his relationships with any person or entity involved in a Mosko-Affiliated Activity;

3. any actual, potential, or perceived conflict involving the matters described in this notice;

4. any disclosure, nondisclosure, recusal, approval, waiver, review, inquiry, investigation, escalation, or remedial action concerning such matters;

5. any use of Oaktree personnel, systems, relationships, information, capital, resources, reputation, business opportunities, or market access in connection with responsive activity; and

6. any benefit, opportunity, compensation, or participation offered, provided, considered, or attributed to Mr. Mosko or an affiliated person or entity.

5. Data, Security, Breach, and Records-Integrity Matters

Preserve all responsive records concerning:

1. the collection, receipt, access, use, transfer, sharing, disclosure, commercialization, monetization, security, retention, migration, or disposition of data included within or derived from the Covered Materials, Services, and Information;

2. any actual or suspected unauthorized access, acquisition, disclosure, transmission, use, compromise, alteration, deletion, loss, destruction, migration, or transfer affecting responsive information;

3. any data breach, cybersecurity incident, system intrusion, account compromise, credential compromise, forensic investigation, remediation, notification, insurance claim, legal analysis, response strategy, or communications strategy affecting a system or repository reasonably likely to contain responsive information;

4. any records-management decision, system conversion, account closure, device replacement, platform migration, backup restoration, or disposal event affecting potentially responsive records; and

5. communications with legal advisers, forensic vendors, insurers, regulators, service providers, counterparties, or affected persons concerning such matters.

This section is limited to data derived from or associated with the matters identified in this notice, or incidents affecting systems or repositories reasonably likely to contain responsive information.

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6. No Express-Name, Attribution, or Formal-Title Limitation

Responsive information remains within the scope of this notice whether or not it expressly identifies John T. Pautsch, TGM, or "Huntsman."

Preserve information where the record instead uses or refers to:

1. a project title, revised title, working title, code name, description, premise, format, character, visual treatment, business model, data model, development strategy, or other identifying feature;

2. an intermediary, agent, representative, entity, counterparty, buyer, financier, producer, talent participant, market relationship, transaction, or other indirect reference;

3. a derivative, adapted, reformulated, combined, repackaged, or downstream project, product, opportunity, or initiative;

4. a submission, development, financing, production, licensing, distribution, acquisition, investment, or transaction pathway; or

5. any other reference reasonably capable of connecting the record to the Covered Materials, Services, and Information.

The scope includes materials, services, relationships, workflows, strategies, market intelligence, and data originating from or obtained through Mr. Pautsch or TGM even where later communications omitted attribution, used different terminology, routed the matter through an intermediary, or addressed only a downstream project, entity, transaction, or initiative.

7. Complete Transmission, Access, and Handling Records

For each responsive communication, document, or data source, preserve the complete record of origin, creation, receipt, access, review, editing, transmission, routing, forwarding, uploading, downloading, sharing, copying, deletion, restoration, and disposition, including:

1. all sender and recipient fields;

2. all "to," "cc," and "bcc" recipients;

3. attachments and embedded files;

4. native files;

5. metadata;

6. drafts and version histories;

7. audit and access logs;

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8. upload and download logs;

9. send, delivery, and forwarding records;

10. link-sharing and permission histories;

11. file-path, folder, account, and repository information; and

12. records identifying each person who accessed, modified, transmitted, deleted, restored, or otherwise handled the information.

8. Forms of Material Covered

This preservation request applies to all potentially responsive formats within Oaktree's possession, custody, or control, including:

* email;

* text messages;

* Microsoft Teams, Slack, WhatsApp, Signal, Telegram, Google Chat, and similar platforms;

* disappearing or ephemeral communications;

* social-media direct messages;

* board and committee portals;

* calendars and meeting invitations;

* telephone and videoconference logs;

* voicemails;

* audio and video recordings;

* handwritten and electronic notes;

* presentations;

* board and committee materials;

* diligence files;

* investment memoranda;

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* financial models;

* compliance and conflicts records;

* outside-business-activity disclosures;

* legal files;

* drafts and redlines;

* native files and metadata;

* shared drives;

* cloud storage;

* document-management systems;

* customer-relationship-management systems;

* investment-management systems;

* data rooms;

* backup and archival media; and

* information stored on computers, mobile devices, external media, servers, hosted platforms, or third-party services.

9. Custodians, Accounts, and Systems

This notice applies to responsive information maintained in connection with:

1. Steve Mosko, including any Oaktree-issued, Oaktree-administered, Oaktree-synchronized, or Oaktree-accessible account, device, board portal, committee workspace, calendar, file repository, or communication platform used by or for him;

2. any personal account or device used for Oaktree business, but only to the extent the responsive information is within Oaktree's possession, custody, or control;

3. any assistant, delegate, administrator, board liaison, committee liaison, legal professional, compliance professional, investment professional, information-technology professional, records custodian, or other person who created, received, transmitted, maintained, administered, reviewed, or handled responsive records for or concerning Mr. Mosko;

4. Oaktree personnel involved in any actual or contemplated Oaktree Financial Participation in a Mosko-Affiliated Activity;

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5. Oaktree legal, compliance, governance, conflicts, finance, investment, records-management, and information-technology personnel responsible for responsive records; and

6. third-party service providers to the extent Oaktree has a contractual or other right to obtain, preserve, access, administer, or control responsive information.

This notice does not purport to require Oaktree to preserve information outside its possession, custody, or control.

10. Relevant Time Period

For records concerning Mr. Mosko's Oaktree service, outside-business-activity disclosures, affiliations, conflicts, recusals, governance matters, and actual or contemplated Oaktree Financial Participation:

July 1, 2018 through the present, on a continuing basis.

For records specifically concerning Mr. Pautsch, TGM, Village Roadshow personnel or infrastructure, or the Covered Materials, Services, and Information:

April 1, 2020 through the present, on a continuing basis.

11. Required Preservation Measures

Please take reasonable and proportionate steps to:

1. identify relevant custodians, accounts, systems, repositories, applications, devices, and service providers;

2. issue appropriate preservation instructions to relevant legal, compliance, investment, governance, information-technology, records-management, and custodial personnel;

3. suspend routine deletion, destruction, overwriting, auto-purge, expiration, recycling, or other disposition processes to the extent they may affect responsive information;

4. disable disappearing-message or ephemeral-communication settings as they relate to responsive communications;

5. prevent the deletion, editing, alteration, overwriting, "unsending," concealment, migration, or other modification of responsive information;

6. preserve native files with their attachments, metadata, drafts, version histories, access logs, audit logs, and transmission records;

7. preserve responsive information before replacing, wiping, resetting, repurposing, transferring, closing, or disposing of any relevant account, device, system, or repository;

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8. preserve backup, archival, disaster-recovery, forensic, and legacy sources reasonably likely to contain unique responsive information not available from active systems or other preserved sources;

9. preserve records identifying any prior deletion, migration, transfer, loss, corruption, compromise, breach, or destruction of potentially responsive information; and

10. preserve records identifying any relevant source that no longer exists or is no longer reasonably accessible.

Because responsive records may omit attribution, use changed project titles, or concern indirect or downstream activity, targeted keyword preservation may not reliably identify all responsive information. To the extent Oaktree cannot reliably isolate responsive content without risking loss, please preserve the complete relevant custodial source—or a forensically sound copy of that source—pending a later agreement or determination regarding collection, review, and production.

This request does not require Oaktree to review or produce the complete source at this time.

Where doubt exists, preserve.

12. Privilege and Protected Material

Nothing in this notice requests the present production of privileged, work-product, confidential, proprietary, commercially sensitive, or otherwise legally protected information.

Such information should nevertheless be preserved where otherwise responsive. Preservation does not waive any privilege, protection, confidentiality interest, objection, or other right.

13. Confirmation

Within fourteen (14) days, please confirm that:

1. Oaktree has received this notice;

2. the notice has been transmitted to the persons responsible for legal, compliance, governance, information technology, records management, investment records, and custodial preservation;

3. reasonable preservation measures have been implemented for responsive information within Oaktree's possession, custody, or control; and

4. potentially responsive information will not be destroyed, altered, overwritten, or otherwise rendered unavailable through routine or extraordinary processes.

This request seeks confirmation of implementation, not a sworn certification, disclosure of privileged information, identification of legal advice, or production of preserved materials.

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If Oaktree believes any category is materially overbroad, unclear, technically unavailable, or outside its possession, custody, or control, please identify the specific category and basis promptly so the issue may be addressed without risking the loss of potentially responsive information.

14. Reservation of Rights

This letter is a preservation notice only. It requests no production at this time and does not characterize or allege liability by Oaktree.

Nothing in this notice waives, limits, prejudices, or concedes any right, claim, remedy, position, objection, privilege, interest, or entitlement of Mr. Pautsch or TGM in any capacity, proceeding, or forum. All rights are expressly reserved.

Respectfully,

/s/ John T. Pautsch

John T. Pautsch

Individually and as Managing Member of THE G.O.A.T. MEDIA, LLC

GT GreenbergTraurig

Vincent H. Chieffo
Tel 310.586.7731
Fax 310.586.7800
chieffov@gtlaw.com

August 10, 2026

VIA EMAIL and U.S. MAIL
john@thegoat.com

John T. Pautsch
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd., Suite 169
Beverly Hills, CA 90212

Re: July 29, 2026 Notice To Preserve Evidence (the "Notice")

Dear Mr. Pautsch:

This firm represents Radial Entertainment ("Radial") and we have been asked to review and respond to your Notice on its behalf. As explained below, our client rejects your Notice and will take none of the actions the Notice demands.

Under Federal Rules of Civil Procedure, Rule 37(e) and common law, any duty to preserve evidence only arises when the recipient of the demand reasonably anticipates litigation against it. We have reviewed the Notice and relevant documents and have concluded that there is no reasonably anticipated litigation against Radial, FilmRise, Inc. or Shout! Factory, LLC. or, for that matter, Steve Mosko who is mentioned in your Notice

The Notice at page 2 admits that "[i]t seeks no production at this time, does not accuse Radial of any wrongdoing, and does not purport to impose any obligation beyond applicable law." The Notice also states at page 1 that "[t]he identified evidence may be relevant to pending proceedings arising from *In re Village Roadshow Entertainment Group USA , Inc., et al. Bankr. D Del No. 25-10475 (TMH).*" (The "VREG Chapter 11 Proceedings"). We have reviewed relevant filings in the VREG Chapter 11 Proceedings and they also do not create any reasonably anticipated litigation against Radial, FilmRise, Inc. or Shout! Factory, LLC.

All of the VREG assets have been sold in the VREG Chapter 11 Proceedings, and the sales proceeds are held by the VREG Liquidating Trust. On behalf of G.O.A.T. Media, you filed two unsecured and unliquidated creditor claims in the VREG Chapter 11 Proceedings that apparently asserted no specific dollar amounts for alleged unpaid entertainment and strategic services. The G.O.A.T. Media claims were objected to by the Trustee as vague, speculative, and insufficient to establish any plausible VREG liability. G.O.A.T. Media then filed its Pro Se Response to the Trustee's objections consisting of a notification that G.O.A.T. Media had delivered a Supplemental Evidentiary Compendium and Record Clarification of approximately

349 pages of documentary material. The claims were based on G.O.A.T. Media's supposed relationship with Marc Charles Rosen, a former producer for VREG. While the G.O.A.T. Media supplemental filing apparently did include correspondence with Mr. Rosen, it contained no agreement with VREG. Moreover, one submitted email from Mr. Rosen stated that VREG had "passed on" whatever G.O.A.T. Media had submitted to Mr. Rosen. The Bankruptcy Court confirmed the disallowance of the G.O.A.T. Media claims.

G.O.A.T. Media appealed the disallowance order to the district court. While that appeal was pending, you moved to substitute yourself as the real party-in-interest to the disallowed G.O.A.T. Media claims. In May 2026, the district court denied your substitution motion and dismissed the G.O.A.T. Media appeal for various procedural reasons including the failure of G.O.A.T. Media to be represented by counsel.

In June 2026, G.O.A.T. Media filed an appeal with the Third Circuit, that has been docketed under Case No. 26-2443. Given the court history, it is highly likely that your Third Circuit appeal will be unsuccessful.

We find in these court records regarding the G.O.A.T. Media claims, no indication of any possible litigation against VREG and nothing to suggest there is any possibility of litigation against Radial, FilmRise, Inc., or Shout! Factory, LLC, or, for that matter, Steve Mosko.

To repeat, Radial rejects your Notice and will take no action to comply with it.

Nothing stated in or omitted from this letter is meant to be or should be deemed to be a waiver of any of our client's rights, claims, or remedies and all such rights, claims, or remedies are expressly reserved.

Best regards,

Vincent H. Chieffo

VHC

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Beverly Hills, CA 90212

August 10, 2026

VIA EMAIL: chieffov@gtlaw.com / riveraal@gtlaw.com

Vincent H. Chieffo
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121

Re: July 29, 2026 Notice to Preserve Evidence — Supplemental and Clarifying Notice; SIGNAL ONE and Related Downstream Activity

Dear Mr. Chieffo:

Radial's August 10, 2026 letter does not resolve the July 29 Notice. I reject its conclusion that no preservation action is warranted.

Even under the preservation standard stated in your letter—whether the recipient reasonably anticipates litigation—this supplement removes any remaining ambiguity. Radial should now reasonably anticipate litigation concerning SIGNAL ONE and the related downstream conduct described below. This letter identifies the disputed project, the asserted underlying property and rights, the Village Roadshow submission and development pathway, relevant actors and relationships, and specific categories of potentially responsive evidence within Radial's possession, custody, or control.

Your reliance on the July 29 Notice's statement that it did not accuse Radial of wrongdoing is misplaced. That language defined the Notice's immediate purpose: preservation. The Notice expressly stated that receipt provided actual notice that the identified information may be relevant to pending and reasonably anticipated litigation and expressly reserved questions of authorship, ownership, beneficial interest, claimant status, agency, assignment, and allocation of rights between me and TGM.

Your response also collapses distinct issues: TGM's bankruptcy claims; the allocation and ownership of underlying rights; and independent downstream conduct by non-Debtor actors. Your letter identifies no adjudication resolving the latter two.

Nor does the absence of an executed VREG agreement or a later email stating that VREG had "passed on" submitted materials resolve the preservation issue. Those arguments conflate contract formation with access, authorization, provenance, and downstream use. They do not establish what VREG personnel solicited or accessed, what remained available through VREG personnel or infrastructure, what was routed or disclosed elsewhere, or what downstream activity followed.

THE RECORD HAS EXPANDED

The evidentiary record has continued to mature and expand. A recent audit of another tranche of contemporaneous emails, together with a closer examination of the sequence of events, has materially tightened the chronology surrounding the Debtors and their agents, including Steve Mosko.

The record now reflects a coherent course of conduct: the Debtors and their agents used Village Roadshow's brand, personnel, systems, relationships, and infrastructure to solicit projects, intellectual property, labor, professional services, development workflows, market relationships, and strategic

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initiatives; secured and retained access through misrepresentations concerning authority, relationships, status, and development activity; and used that access to route, disclose, develop, package, finance, transfer, commercialize, or otherwise exploit those inputs through third-party pipelines while excluding the originating source of the rights, materials, labor, and services.

The chronology reflects projects, opportunities, and economic value moving away from the estate and into downstream channels, including projects I contend are unauthorized derivatives, creating corresponding questions of provenance, authorization, chain of title, economic participation, third-party exposure, and market interference.

That conduct falls squarely within the July 29 Notice. The Notice expressly covers materials, services, relationships, workflows, strategies, and information received or handled through Village Roadshow personnel and infrastructure; activity conducted through third-party pipelines; and subsequent incorporation, adaptation, development, financing, commercialization, distribution, or exploitation through Radial, FilmRise, Shout! Studios, Oaktree, or other persons and entities.

This supplement identifies SIGNAL ONE as one specific downstream project within that existing scope. It does not narrow, withdraw, supersede, or waive any other category of the July 29 Notice.

MOSKO AND THE DOWNSTREAM RELATIONSHIPS

The chronology surrounding Mr. Mosko materially strengthens the preservation nexus.

My record reflects that while leading VREG, Mr. Mosko retained strategic relationships involving Sony and Oaktree. Multiple projects within the development activity at issue subsequently moved into Sony-related pipelines, including GOAT, for which I hold the underlying rights.

Those relationships now converge at Radial. Radial identifies itself as backed by funds managed by Oaktree and announced Mr. Mosko's appointment to its Board on March 25, 2026. Radial's announcement specifically cited his strategic judgment and longstanding industry relationships, identified him as CEO of Triarc Entertainment, and recited his prior leadership of VREG and 24-year tenure at Sony Pictures Entertainment.

The Triarc chronology adds another material fact. California registry-derived records identify the legal entity as Triarc Entertainment & Media Management Inc., with an initial filing dated April 27, 2024, and Stephen Mosko identified as Chief Executive Officer, Secretary, Chief Financial Officer, and Director.

My record reflects that Triarc's initial filing occurred on the same day formal written notice was transmitted to VREG counsel concerning conduct involving, among other things, Village Roadshow's brand, infrastructure, producer channels, personnel, and my projects, intellectual property, services, development activity, and damages.

That temporal alignment makes records concerning Triarc's formation, project sourcing, development slate, financing activity, counterparties, Sony and Oaktree relationships, VREG relationships, and any transfer, migration, use, or exploitation of VREG-associated projects, materials, information, relationships, or opportunities directly relevant to the chronology.

The downstream relationships extend further.

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Radial holds exclusive U.S. distribution rights to CONAN and currently markets the series through its platform. Netflix identifies Conan O'Brien, Jeff Ross, and David Kissinger for Conaco as executive producers of THE BEAST IN ME.

I possess primary email records documenting submissions to persons and teams later involved in developing THE BEAST IN ME. Those submissions place provenance, routing, development relationships, and derivative use within the preservation inquiry.

Radial is therefore on notice to preserve responsive records concerning the receipt, transmission, discussion, evaluation, referral, sourcing, routing, development, financing, licensing, distribution, commercialization, or other handling of responsive materials, information, relationships, or project activity involving Conan O'Brien, Conaco, their representatives, or related counterparties.

One additional point bears directly on preservation.

Michael Jordan three-peated twice. Kobe Bryant once. Mr. Mosko now presents an institutional three-peat of a very different kind: Sony. VREG. Radial.

Sony suffered a cyberattack during Mr. Mosko's Sony tenure. The FBI documented both the theft of proprietary and confidential information and the destruction and compromise of Sony Pictures systems. The VREG record independently raises issues concerning access, custody, provenance, movement of proprietary materials, and records integrity. A notice filed for Radial reports unauthorized access to certain employee email accounts.

Mr. Mosko held senior leadership or board roles across all three institutional environments. That sequence heightens the significance of preserving Mr. Mosko's custodial records, onboarding materials, access records, communications, outside-activity disclosures, conflicts records, and project-related activity—the same categories the July 29 Notice already identifies.

SIGNAL ONE AND PRESERVATION SCOPE

The chronology now intersects directly with a Radial-distributed project.

On March 20, 2026, public reporting identified Radial as having acquired exclusive North American distribution rights to SIGNAL ONE from Motion Pictures Exchange. Public descriptions center the project on LITTLEMOUTH, a machine capable of communicating with extraterrestrial intelligence. Radial obtained U.S. and Canadian theatrical, home-entertainment, and ancillary cross-platform distribution rights. Five days later, Radial announced Mr. Mosko's appointment to its Board.

I hold underlying rights in THE LASER LIGHTHOUSE, among other working titles and related materials, which were submitted and accessed through Village Roadshow infrastructure.

Radial is now on specific notice that I contend SIGNAL ONE constitutes an unauthorized derivative of protected materials and rights originating from that property and related development activity.

Neither I nor TGM authorized Mr. Mosko, any VREG officer, employee, agent, representative, intermediary, or any person or entity acting with, through, or at their direction to disclose, transfer, adapt, repurpose, exploit, or use my protected materials, proprietary information, development activity,

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workflows, services, relationships, or nonpublic knowledge to originate, seed, influence, inform, accelerate, package, finance, acquire, license, develop, distribute, or commercialize projects through Radial or any other third-party pipeline.

Radial should preserve all records concerning SIGNAL ONE's origin and provenance; source materials; submissions and pitches; scripts, treatments, drafts, metadata, and development materials; title and development history; acquisition and licensing; chain of title; source-of-material inquiries; rights review and clearance; representations, warranties, and indemnities concerning rights; due diligence; financing; errors-and-omissions review, applications, and correspondence; insurance; delivery materials; distribution agreements and rights; commercialization; revenues and participations; counterparties; and internal evaluations, notes, communications, and approvals.

That preservation scope includes responsive records involving or concerning Mr. Mosko, Triarc, Village Roadshow personnel or agents, Oaktree, Sony, FilmRise, Shout! Studios/Shout! Factory, Motion Pictures Exchange, producers, financiers, sellers, licensors, rights holders, representatives, distributors, and other intermediaries.

The preservation issue is not limited to SIGNAL ONE.

Radial is also on notice concerning any project, property, transaction, or commercial activity that incorporates, adapts, reproduces, reflects, derives from, or was informed, enabled, or accelerated by the "Covered Materials, Services, and Information" defined in the July 29 Notice, including authorship and intellectual property, submissions and development materials, development workflows and pathways, labor and professional services, relationships and introductions, strategic initiatives, market intelligence, proprietary data, and other nonpublic information obtained directly or indirectly through me, TGM, or Village Roadshow personnel or infrastructure.

A downstream project need not retain my name, original title, terminology, or intermediary to remain responsive. The July 29 Notice expressly anticipated changed project titles, indirect references, intermediaries, derivatives, repackaged projects, and downstream transactions.

THE BANKRUPTCY RECORD AND THIRD CIRCUIT APPEAL

Your August 10 letter relies heavily on the sale of VREG's assets, the disallowance of TGM's claims, and the pending Third Circuit appeal. Those facts do not answer what the Debtors or their agents routed, transferred, developed, exploited, or moved outside the estate before the bankruptcy process accounted for it, nor do they resolve any continuation of that conduct or related downstream activity after the bankruptcy commenced.

The expanded chronology raises a broader and increasingly serious question: whether the public-facing narrative surrounding the VREG bankruptcy, and representations concerning the Debtors' assets, development activity, project pipeline, rights position, liabilities, market conditions, financial claims, and disposition of value, can be reconciled with the factual record.

The Jake Paul-related content, the transformation of boxing entertainment, and the associated media-rights opportunities provide one example. My record identifies that activity as only one component of more than ten projects and strategic initiatives spanning scripted, unscripted, animation, live sports, and

John T. Pautsch
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212

technology to which the Village Roadshow regime obtained access and from which third-party pipelines benefited.

The relevant inquiry is straightforward: what entered the VREG development environment; what the Debtors and their agents did with it; where the resulting projects, rights, relationships, opportunities, and economic value went; who received or benefited from them; and whether the bankruptcy record accurately accounted for that activity.

The subsequent sale of estate assets does not answer what left the relevant development and economic pipeline beforehand. At minimum, the chronology raises material questions concerning the completeness and accuracy of the estate record and the disposition of projects, rights, opportunities, relationships, and value before and during the bankruptcy process.

Radial is now on notice that evidence within its possession, custody, or control may bear directly on those issues.

Your prediction concerning the Third Circuit appeal likewise does not resolve preservation.

Your letter identifies no adjudication determining SIGNAL ONE's provenance; the underlying rights in THE LASER LIGHTHOUSE; Radial's acquisition, licensing, or distribution activity; Mr. Mosko's conduct; Triarc's conduct; the downstream relationships identified above; or any other non-Debtor actor's receipt, use, development, financing, transfer, distribution, or exploitation of the materials and rights at issue. Instead, your letter describes the procedural disposition of the bankruptcy claims and the pending appellate proceedings.

The July 29 Notice expressly reserved the allocation of rights between me and TGM. The procedural disposition of TGM's bankruptcy claims does not itself adjudicate all underlying rights, provenance questions, downstream conduct, or independent conduct by non-Debtor actors.

Whatever the ultimate disposition of the appeal, it does not presently establish authorization, establish chain of title to disputed intellectual property, resolve provenance, or adjudicate the third-party conduct identified in this supplement.

PRESERVATION

Accordingly, I maintain the July 29 Notice in full, as supplemented and clarified here.

Radial now has specific notice of SIGNAL ONE; the asserted underlying property and rights; the VREG submission and development pathway; the relevant actors, entities, relationships, and custodians; the Sony, Oaktree, Triarc, Conaco, and Radial intersections; the downstream development, financing, acquisition, licensing, and distribution pathways at issue; the conduct giving rise to the dispute; and the specific categories of potentially responsive evidence.

A merits dispute does not eliminate the preservation issue. On this record, Radial's categorical position that no preservation action is warranted is untenable.

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Beverly Hills, CA 90212

The July 29 Notice expressly invited Radial to identify any category it considered materially overbroad, unclear, technically unavailable, or outside its possession, custody, or control so that the issue could be addressed without risking the loss of responsive evidence. If Radial maintains such a position as to any category identified in the original Notice or this supplement, please identify the specific category and basis promptly. Pending resolution of any such issue, preserve the potentially responsive information.

Please confirm implementation of reasonable preservation measures by the confirmation deadline stated in the July 29 Notice.

Nothing in this supplement narrows, withdraws, supersedes, prejudices, or waives the July 29 Notice or any right, claim, remedy, position, objection, interest, or entitlement of Mr. Pautsch or TGM. All are expressly reserved.

Best regards,

/s/ John T. Pautsch

John T. Pautsch

GT GreenbergTraurig

Vincent H. Chieffo
Tel 310.586.7731
Fax 310.586.7800
chieffov@gtlaw.com

August 14, 2026

VIA EMAIL and U.S. MAIL
john@thegoat.com

John T. Pautsch
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd., Suite 169
Beverly Hills, CA 90212

Re: August 10, 2026 Supplemental Notice To Preserve Evidence (the "Supplemental Notice")

Dear Mr. Pautsch:

We have reviewed your Supplemental Notice sent in response to my August 10, 2026 letter rejecting your original Notice dated July 29, 2026.

Nothing in your Supplemental Notice changes our view that our clients do not need to comply with the preservation demands asserted in your original Notice or as contradicted and expanded in your Supplemental Notice. To be clear, our clients reject your Notice and Supplemental Notice and will take no action to comply with either of them.

Nothing stated in or omitted from this letter is meant to be or should be deemed to be a waiver of any of our client's rights, claims, defenses, or remedies and all such rights, claims, defenses, or remedies are expressly reserved.

Best regards,

Vincent H. Chieffo

VHC

The Goat Media, LLC

Confidential

Date: 4.8.2024

Village Roadshow Entertainment Group
10100 Santa Monica Blvd. #200
Los Angeles, CA 90067

Att: Steve Mosko, Louis Santor, and Kevin Berg

Re: Producer Marc Rosen

Dear VREG Executive Team,

Please allow this letter to represent my verifiable experience with one of your Producers named Marc Rosen. I met Mr. Rosen in 2015 at my office in Century City [redacted] he invoked a personal relationship, which led to him requesting TV and Film ideas, including materials with innovative concepts in pitch deck and treatment format to assist his career trajectory under the guise of establishing myself as a creator and entertainment executive.

However, I couldn't provide the work from 2015 to 2019 because I was allocating my time, resources, and energy to manage my business. Instead, I continued to build a portfolio of ideas and data for the right time to launch my entertainment company.

Towards the end of 2019, a series of events catalyzed my decision to pursue my long-held aspirations of becoming an artist, writer, and entertainment executive. This transformative journey began with significant personal and financial sacrifices. Rather than seeking an exit strategy through sale, I consciously chose to create within a humble environment, address spiritual growth, and harness adversity as a driving force behind my creative endeavors.

In 2020, I re-established contact with Mr. Rosen, and he solicited my work under your company name.

Upon witnessing Mr. Rosen's integration into your team, I was filled with a distinctive sense of excitement as I've been a fan of some of your films, albeit tempered by longstanding doubts regarding his suitability, stemming from various personal and business red flags.

While VREG's endorsement lent Mr. Rosen a veneer of legitimacy, this validation failed to instill humility or gratitude; instead, it became a tool for wielding authority oppressively, engaging in disparaging remarks, and projecting an unsettling sense of dominance while maximizing his essence of deception.

At this juncture in my career, I remain resilient to verbal taunts, prioritizing performance, task completion, and goal achievement. I am confident that an internal investigation regarding the contents of this letter will corroborate my assertions, which I am prepared to verify.

Mr. Rosen began our engagement by reviewing my slate of scripted and unscripted projects and then articulating his interest in "Producing" specific projects under VREG, notably BILLY THE GOAT and THE GREAT DEBATE (TGD), among others. Throughout our interactions, he consistently emphasized his professional background, citing his involvement in founding and managing Heyday Television and his executive role and responsibility for building and managing the Harry Potter franchise, often invoking

renowned figures within the industry. Given his frequent mentions of his "VREG first-look deal" and comms from his VREG company email address, I trusted his intentions and leadership.

Between 2020 and 2023, Mr. Rosen solicited my complete slate of scripted and unscripted projects, many of which have tremendous franchise potential. He injected himself into overseeing my company processes but provided little to no valuable information for maximizing the potential of creative processes or materials. Much of his described "Producer Duties" were various claims of relationships, unseen processes, and "submissions," with me providing all of the investment, materials, data, and operational efficiency, aka the work and resources.

Additionally, I presented him with the opportunity to collaborate on a documentary featuring Jake Paul shortly after Paul's Nate Robinson fight in November 2020. During a three-way call with Paul's manager that I set up due to Mr. Rosen's employment at VREG, both parties expressed enthusiasm for the project. However, shortly after that (two weeks-ish), Mr. Rosen conveyed to me the following, "Jake Paul is not a needle mover, plus he's white, so it's not a good fit for us," - 'us' being VREG, which I found both ignorant and racially insensitive. Shortly after that statement, Jake Paul secured deals with Showtime and Netflix - two significant players Mr. Rosen brags about working with both independently and through VREG. Following these developments, he explained away my concerns while referring to his workflow, "how things work," and the relationships he was leveraging for my company's projects.

Mr. Rosen continued to assert his involvement in my business, citing progress and traction through his purported utilization of your company's departments, prominent publishers, managers, and executives. He emphasized a robust and proven process that purportedly elevated him to a position where your executives heavily relied on him. However, certain aspects of his claims seemed inconsistent, particularly given his below-average development skills, lack of organization and tech-savvy, comms style, and stated financial status after 25 years in the business. Additionally, the absence of scheduled meetings and engagement in partnership discussions raised questions about the extent of his influence and standing within the industry.

WORKFLOW CONTEXT
Having dedicated over 20,000 work hours entering the fifth year, I've crafted and edited over 8,000,000 words, conducted thorough research independently, generated all my materials, and shaped my company vision through TV and Film project innovation. Furthermore, I've undertaken the financial burden of self-funding my endeavors, including providing substantial time and resources to Mr. Rosen during his tenure with your company.
END WORKFLOW CONTEXT

Returning to The Rosen Experience, I persisted in my creative pursuits while Mr. Rosen continued to provide "Producer Duties" in his capacity as a producer and executive. However, he dismissed my psychological thriller franchise, IT'S DARK INSIDE (IDI), early in our engagement, asserting that the thriller and horror genres were obsolete and lacked audience appeal. He invoked statements like, "Nobody wants to see crime, killings, intense themes, or dark content," and vast amounts of other commentary. Empirical data contradicted this claim, and his ignorance or bad-intentioned advice did not stop my development process. Immediately following his initial "rejection" of IDI, VREG embarked on a new initiative focusing on "New Horror Voices" and a "Black Noir" agenda, which much of IDI is.

After alerting him to the publicity surrounding your campaign, Mr. Rosen immediately revisited our discussion, acknowledging the potential merit of my project, and miraculously reversed course, emphasizing his expertise in the thriller and horror genres, highlighting his involvement in numerous behind-the-scenes projects and artists. Additionally, he asserted that VREG's business strategies often align with his guidance, citing his close relationship with Vine Investments as a testament to his influence.

Mr. Rosen arranged a call with Shannon Perry to discuss THE GREAT DEBATE project, assuring me of its existing traction and characterizing the call as merely introductory, having already briefed your team involving lengthy talks about the project. Even though Mr. Rosen had not informed your team the way he implied, the conversation with Shannon and Murphy proceeded smoothly, with both individuals displaying professionalism and, frankly, genuine positive energy and interest in the potential of TGD.

Regardless of VREG's interest in the project, it was reassuring to engage with professionals and furthered Rosen's narrative that he is the real deal. Shannon concluded the call by requesting supporting data for my assertion regarding the popularity of debate content across all media and various platforms, which I had prepared in advance.

However, after the Zoom call, the situation took a peculiar turn when Mr. Rosen immediately called me and advised me against sending the data and recommended waiting for a month. Subsequently, he instructed me to forward only the national data about youth debates, omitting all statistics. Months later, after requiring an update, he stated, "We are working on it. Shannon requests talent options to attach," among many other statements.

Additionally, he changed gears and swiftly informed me of your team's interest in another project from my slate, THE DATING BUSINESS (TDB), a relationship match show that incorporates real dating solutions and technological elements for user monetization, which I attached software engineers from the biggest dating apps in the world. Mr. Rosen urged me to promptly submit this project by email, stating that your team eagerly awaits its presentation and loves the idea and format. I emailed but never heard back from anyone but Mr. Rosen. He claimed that he and your team were working on it.

In 2023, he informed me that VREG rejected TDB because they had too many dating shows in the system, despite initially being told that you had none when TDB was first submitted.

Throughout our interactions, Mr. Rosen consistently informed me of VREG's "requests," I promptly responded and complied, understanding that he and your team were actively collaborating on "Producer Duties." Simultaneously, he encouraged me to maintain my creative momentum: MORE ideas, MORE material, and MORE information.

However, abruptly (2022), he instructed me to cease communication via his VREG email address and demanded no further comms with VREG regarding projects or a potential partnership.

Subsequently, he disclosed that his "first-look deal" had lapsed and alleged mistreatment by VREG in a TV series deal with FOX, but refused to state which TV deal, then declared his intention to pursue legal action against your company. Amidst these developments, I remained focused on my responsibilities, albeit increasingly aware of concerning signs. Mr. Rosen's adeptness at deception, explanation, and diversion became evident. Had I solely concentrated on running my business as a C-Level exec, I may have avoided this situation entirely. Still, my unwavering focus on creative endeavors rendered me vulnerable to manipulation, and Mr. Rosen leveraged your stamp of approval to operate.

It's crucial to recognize that the incidents highlighted here are just a tiny fraction of the verifiable interactions, advice-guarantees-mistakes-incompetence-negligence-lies-suppression by Mr. Rosen, submissions, and deceptive dealings conducted in your company's name. These actions, perpetrated by Mr. Rosen, can be briefly described as involving various forms of misconduct, including waste, fraud, and abuse. His actions, whether negligent or deliberate, I presume both, have inflicted financial losses and significant stress due to his unethical behavior. From misusing your brand to impede my progress to depleting resources and undermining my business and personal finances, his conduct has had pervasive adverse effects.

Ending 2022, he stated he swept the floor with VREG legally (won the case), but your relationship remained intact due to his supreme television skills and name. All while remaining noncompliant in paying his debt to me, the writer/creator and sole rights holder of all TGM projects. Mr. Rosen's failed compliance doesn't end there; he avoided other measures to minimize workflow risk through explanation and more distractions.

Keep in mind, that Mr. Rosen was never contracted due to various obstacles and concerns regarding working with him. He was never given authorization to attach his outrageous (delusional) producer quotes to any of TGM's projects.

In 2023, I began to perform the "Producer Duties" myself. Mr. Rosen would melt down frequently when accountability or compliance was required. He persistently made statements about VREG, his career standing, and tasks being completed behind the scenes. Later, he would follow up, claiming various projects in your pipeline. As I added pieces to my business, built relationships across the entertainment realm, or asked for updates, he would insult and make erroneous claims, constantly mentioning VREG employees helping him with projects, then out of the blue, he would make strange statements like "VREG is going bankrupt, selling the company, nobody in the industry wants to work with VREG, and that VREG fucked him over."

I'm not entirely sure why he feels the need to bring up VREG constantly. I presume it is because you lent him credibility, which he used to scam me (and likely others), and he is doing everything within his 'power of the tongue' to keep us separate per his extreme misconduct.

Other than his consistent troubling behaviors, his obsessive remarks about your company played a significant role in my decision to craft this letter because the abundance of VREG commentary made me think, what is going on?

Stephen King couldn't create a more unethical, guilty-behaving antagonist.

Frankly, your business is your business. My intent was never to get involved in this manner. We aim to create audience-first content and build strong long-term relationships. I'm mindful that this type of inquiry may be rare in Hollywood, but I hope you understand I'm simply doing my job as a creator, executive, and small business owner.

To start 2024, we scaled back from Mr. Rosen while performing compliance and communication tests, where he continued to hang himself. An internal investigation produced deeply troubling revelations.

I've been advised by established industry executives and legal to cease contact with Mr. Rosen and confirm it with all parties involved. Rather than call you, it seemed appropriate to send this breakdown because my full-time entertainment career started with him soliciting my slate, ideas, money, and operational methods under VREG, and he continues to boast about his dealings with you.

This inquiry serves several purposes:

1. To prevent similar incidents from occurring in the future, recognize the potential impact on others beyond myself.

2. For clarity on TGM's workflow with Mr. Rosen per his actions in his capacity as "Producer" at VREG, I request a review of his workflow, including the status of all projects I have submitted to him under your organization, including:

- THE GREAT DEBATE: what was the final decision and why? We never received a straight answer from him. Is there anything I can do to clarify the project's vision or revisit this with fresh

eyes? All data and common-sense observations of the media landscape point to this timeless project being a hit, and with your experience with COLLEGE BOWL, it seems like this new format could be a lucrative endeavor and promising societal impact.

- JAKE PAUL's digital footprint involving Mr. Rosen, from introduction to present as Paul vs Tyson on Netflix, was recently announced.

- Other projects you'll find within Rosen's file.

3. To address concerns regarding Mr. Rosen's conduct, which includes a pattern of deception, resource depletion, and misappropriating credit for others' work.

4. Should Mr. Rosen's reputation and credibility be compromised beyond my experience with him, this letter documents my association with him while also clarifying my disengagement from any deceptive practices.

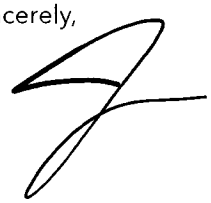
5. Mr. Rosen has been formally removed from all TGM projects.

6. Mr. Rosen has no rights to TGM materials or intellectual property and was not involved in the creative processes. He was never under contract, and when provided the opportunity to formalize his involvement by clearly defining roles and protecting TGM against misconduct, he evaded responsibility and sidestepped compliance measures.

I am interested in assessing the possibility of turning this situation into a positive outcome and understanding whether your team supports this behavior.

Thank you in advance for your time and prompt response.

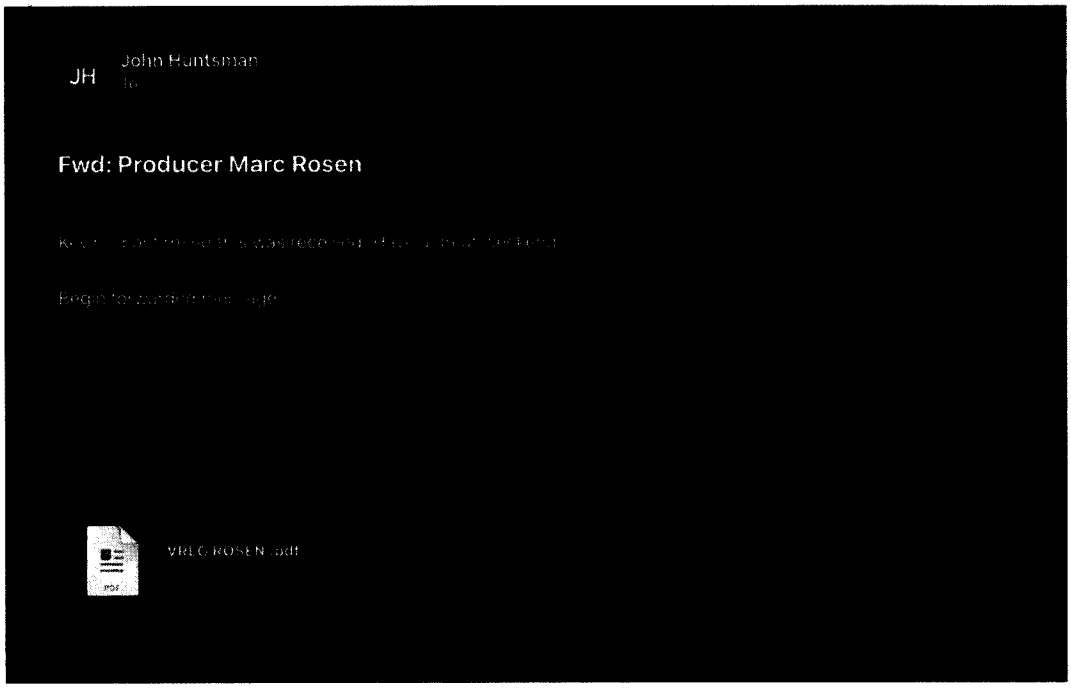
Sincerely,



John Huntsman
The Goat Media
P: 310.745.0257
E: john@thegoat.com

PAUTSCH/HUNTSMAN — VREG EMAIL NOTICE 2 — April 27, 2024

Same notice attached.



MOSKO FORMS TRIARC ENT. & MEDIA MGMT — April 27, 2024

Home > California > Malibu

Triarc Entertainment & Media Management Inc.

Active Updated 3/25/2026 12:00:00 AM

Triarc Entertainment & Media Management Inc., a General Corporation, is a business entity located in Malibu, CA. Officially filed on April 27, 2024, this corporation is recognized under the document number 6205650. Governed by the California Secretary of State, the corporation maintains an active filing status.

The principal address of the corporation is located at 29500 Heathercliff Rd Spc 180, Malibu, CA 90265-1806 and mailing address is at 29500 Heathercliff Rd Spc 180, Malibu, CA 90265-6180, serving as the central hub for its business operations and correspondence.

The corporation is led by a team of key individuals: Stephen Mosko from Thousand Oaks CA, holding the position of Chief Executive Officer; Stephen Mosko from Thousand Oaks CA, serving as the Secretary; Stephen Mosko from Thousand Oaks CA, serving as the Chief Financial Officer; Stephen Mosko from Thousand Oaks CA, serving as the Director.

Filing information

Company Name	Triarc Entertainment & Media Management Inc.
Entity type	General Corporation
Governing Agency	California Secretary of State
Document Number	6205650
Date Filed	April 27, 2024
Company Age	2 years
State	CA
Status	Active
Formed In	California
Standing	
Secretary of State	Good

The Goat Media, LLC

7.14.2024

RE: Cease and Desist

Dear Marc C. Rosen,

This letter formally demands that you immediately cease and desist from further actions, involvements, or communications related to The Goat Media and TGM's projects. This includes false development claims and attempts to misappropriate work, including but not limited to ideas, conceptualizations, methods, stories, formats, blueprints, decks, guides, scripts, bibles, and all IP and materials owned by TGM.

It has come to our attention that despite the closure of your engagement with our business, you have continued to engage in activities that involve our projects and intellectual property. This unauthorized involvement violates our previous agreements and infringes upon The Goat Media's legal rights.

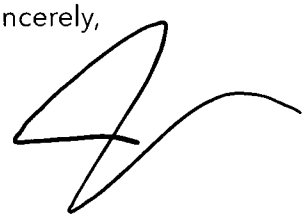
Please be advised that The Goat Media reserves all rights and remedies. Continued disregard for this cease-and-desist notice will compel us to take appropriate legal actions to protect our interests.

We expect your immediate compliance with this notice and demand that you confirm in writing within seven (7) days from the date above that you will refrain from further involvement with our slate of projects and materials.

Please forward all updates regarding projects on the market to me so we can determine the best course of action, including but not limited to your engagement with potential partners per our understanding of your "Producer Duties."

We hope you will cooperate in this matter. Thank you in advance for the prompt response.

Sincerely,



John Huntsman
The Goat Media
310.745.0257

JOHN T. PAUTSCH
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212

NOTICE TO PRESERVE EVIDENCE

July 30, 2026

The Nord Group LLP
1925 Century Park East, Suite 1700
Los Angeles, CA 90067

VIA EMAIL: Ryan Nord — ryan@thenordgroup.com

Re: Marc Charles Rosen

Dear Ryan Nord:

I, John T. Pautsch (known professionally as "Huntsman"), write individually and on behalf of THE G.O.A.T. MEDIA, LLC ("TGM") to place your client, Marc Charles Rosen, individually, including his personal accounts and devices and any name, entity, or account through which he has conducted or held himself out in business (including the name "RosenRosen Productions"), on formal notice to preserve all documents, communications, and electronically stored information ("ESI") relevant to pending and reasonably anticipated litigation concerning the receipt, handling, evaluation, routing, use, disclosure, and disposition (or non-disposition) of creative materials and related professional services.

Nothing in this notice characterizes, allocates, concedes, or limits authorship, ownership, beneficial interest, claimant status, agency, assignment, or the allocation of any right between John T. Pautsch and THE G.O.A.T. MEDIA, LLC. Each category is asserted by the person or entity to which it pertains.

Receipt of this notice places your client on actual notice that the identified information may be relevant to pending litigation and to litigation that is reasonably anticipated, and that the categories identified below may contain relevant evidence requiring preservation. This obligation exists independent of any subpoena or formal discovery request and continues until the pending and reasonably anticipated matters have concluded. The loss, destruction, alteration, concealment, or failure to preserve responsive information after receipt of this notice may constitute spoliation and may carry evidentiary or other consequences under applicable law.

1. Scope of Preservation

Preserve all documents, communications, and ESI, in whatever form and wherever located, within your client's possession, custody, or control, that refer or relate to any of the following, together with all records of origin, receipt, access, handling, routing, review, and disposition:

(a) John T. Pautsch or TGM, under any name or professional designation (including "Huntsman"), to the extent concerning the submitted materials, related services, contemplated or actual professional relationships, or the matters described in this notice;

(b) any document, communication, email, text or messaging-platform message, screenshot, recording, calendar entry, note, evaluation, draft, attachment, forwarded communication, shared link, metadata,

JOHN T. PAUTSCH
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212

audit log, access log, CRM or document-management entry, or other ESI concerning Mr. Pautsch, TGM, or "Huntsman," or the submitted materials, related services, or contemplated or actual business relationships, or any receipt, review, handling, circulation, use, disclosure, retention, or disposition of those materials or services;

(c) all materials submitted or transmitted by or on behalf of Mr. Pautsch or TGM on or after April 1, 2020 — including scripts, treatments, concepts, decks, format documents, bibles, videos, guides, and supporting materials — together with all records of their receipt, evaluation, circulation, disposition, referral, return, rejection, or the absence of any disposition;

(d) any decision whether to represent, sign, submit, package, develop, finance, or otherwise work with Mr. Pautsch, TGM, or their materials, and the reasons for any such decision;

(e) any disclosure, transmission, distribution, submission, or use of the materials or related services, in whole or in part, directly or through any intermediary, to or by any person or entity — including the complete transmission record of any such communication (all sender and recipient fields, including "to," "cc," and "bcc" recipients, together with associated metadata, send logs, and delivery records) — and any project, transaction, submission, strategy, or development activity that incorporates, references, derives from, was informed by, or otherwise used the materials, concepts, services, relationships, strategies, market intelligence, or information obtained through them;

(f) any communication, meeting, call, or correspondence with Village Roadshow Entertainment Group or Vine Alternative Investments (or any of their current or former officers, employees, agents, affiliates, or representatives) concerning Mr. Pautsch, TGM, the submitted materials, Mr. Rosen's authority or relationship with respect to those materials, or the receipt, routing, handling, or disposition of those materials.

2. Forms of Material Covered

This obligation applies to all formats, whether business or personal, including email; text messages; messaging applications (including WhatsApp, Signal, Telegram, Slack, and similar platforms, including disappearing or ephemeral communications); social-media direct messages; calendar entries; telephone call logs; voicemails; audio or video recordings; handwritten or electronic notes; drafts; version histories; metadata; cloud storage; backup media; and all data stored on computers, mobile devices, external storage, servers, or third-party services, including iCloud, Google, and Dropbox.

3. Persons and Accounts Covered

This notice applies to your client, Marc Charles Rosen, individually, including his personal accounts and devices and any name, entity, or account through which he has conducted or held himself out in business (including the name "RosenRosen Productions"), and persons or entities acting on his behalf, under his direction, or within his legal or practical control. It also applies to responsive information held by current or former personnel, contractors, agents, or service providers to the extent that such information remains within your client's possession, custody, or control, or can reasonably be secured through existing rights or relationships. It applies to every account, device, storage location, and information system, whether used for business or personal purposes, containing responsive information.

JOHN T. PAUTSCH
THE G.O.A.T. MEDIA, LLC
9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212

4. Time Period

April 1, 2020 through the present, on a continuing basis.

5. Required Preservation Steps

Immediately suspend any routine deletion, destruction, overwriting, auto-purge, expiration, or other disposition process to the extent it may affect responsive material. Disable any automatic deletion or disappearing-message feature as it relates to responsive communications. Do not delete, edit, alter, overwrite, "unsend," or otherwise modify responsive information. Do not discard, wipe, reset, or repurpose any device containing responsive material unless its contents have first been fully preserved. Preserve native files together with all associated metadata. Preserve audit logs, access logs, and document version histories where available. Preserve backup, archival, and disaster-recovery sources reasonably likely to contain unique responsive information not available from active systems or other preserved sources. Where doubt exists, preserve.

6. Privilege

Nothing in this notice requests the present production of privileged, work-product, or otherwise legally protected material. Such material must nevertheless be preserved, and preservation does not constitute a waiver of any applicable protection.

7. Confirmation

Within fourteen (14) days, please confirm on your client's behalf that reasonable preservation measures have been implemented. If you believe any category is materially overbroad or unclear, please identify the specific category and basis promptly so that the issue may be addressed without risking the loss of potentially responsive information.

8. Reservation of Rights

This letter is a preservation notice only. It requests no production at this time and asserts no characterization of liability. Nothing in this notice waives, limits, or prejudices any right, claim, remedy, or position of Mr. Pautsch or TGM, in any capacity or forum. All rights are expressly reserved.

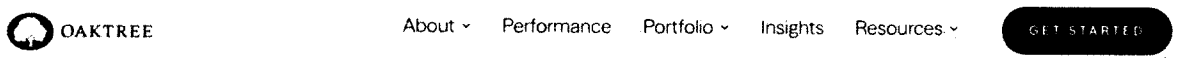
Respectfully,

/s/ John T. Pautsch

John T. Pautsch
Individually and as Managing Member of THE G.O.A.T. MEDIA, LLC

OAKTREECAPITAL.COM — July 2018 — present

Steve Mosko company profile — Sony, "for which he remains a consultant."



Steve Mosko

Independent Director

Mr. Mosko has been a Director and has served as a member of the Audit Committee of OSI II since July 2018. Since October 2018, Mr. Mosko has served as Chief Executive Officer of Village Roadshow Entertainment Group. Mr. Mosko formerly served as Chair of Sony Pictures Television, for which he remains a consultant. Mr. Mosko also served as the President of Sony Pictures' U.S. Television operation, Executive Vice President of Sales for Sony Pictures Television and Vice President of the Western Region for Columbia TriStar Television Distribution.

Before joining Sony Pictures, Mr. Mosko held earlier career positions as Local Sales Manager of NBC affiliate WMAR-TV in Baltimore, and in Philadelphia as General Sales Manager of WTAF-TV and Vice President and Station Manager of WPHL-TV. Mr. Mosko has served as Chairman of the National Association of Television Program Executives; Chairman of the Academy of Television Arts & Sciences Foundation; Director of Game Show Network, LLC and Game Show Network; Director of The Advertising Council, Inc.; member of the Board of Directors for the Celine Cousteau Film Fellowship; Member of the Executive Committee of the Los Angeles Board of Governors of The Paley Museum; Member of the National Board of Junior Achievement; Member of the Executive Board of the UCLA School of Theater, Film and Television; Director at Loyola Marymount University, Los Angeles; Member of the Philadelphia Police Department's Drug Advisory Council; and President of the Philadelphia Ad Club.

Mr. Mosko received his Bachelor of Arts in Communications from the University of Delaware. Mr. Mosko also received honorary degrees from Loyola Marymount University, Chapman University and the University of Delaware.

STEVE MOSKO — SEC — FORM 3 — October 2, 2018

SEC Form 3

FORM 3

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

OMB APPROVAL

OMB Number: 3235-0104
Estimated average burden hours per response: 0.5

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person*	2. Date of Event Requiring Statement (Month/Day/Year)	3. Issuer Name and Ticker or Trading Symbol
Mosko Steve (Last) (First) (Middle) C/O OAKTREE STRATEGIC INCOME II, INC. 333 SOUTH GRAND AVENUE, 28TH FLOOR (Street) LOS ANGELES CA 90071 (City) (State) (Zip)	10/02/2018	Oaktree Strategic Income II, Inc. [OCSI]

4. Relationship of Reporting Person(s) to Issuer (Check all applicable)	5. If Amendment, Date of Original Filed (Month/Day/Year)
X Director — 10% Owner Officer (give title below) — Other (specify below)	6. Individual or Joint/Group Filing (Check Applicable Line) X Form filed by One Reporting Person Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			

Explanation of Responses:

Remarks:

No securities are beneficially owned.

/s/ Mary Gallegly, as attorney-in-fact — 10/02/2018
** Signature of Reporting Person — Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

REPORTING PERSON

OAKTREE

ABOUT STRATEGIES RESPONSIBILITY INSIGHTS Investors Careers Contact Us Login

BACK



Mary Gallegly

Managing Director

Ms. Gallegly is the General Counsel and Secretary of Oaktree's managed BDCs, Oaktree Specialty Lending Corporation, Oaktree Strategic Credit Fund and Oaktree Strategic Income II. Ms. Gallegly joined Oaktree in 2014. Prior thereto, Ms. Gallegly was as a finance attorney at O'Melveny & Myers LLP. She graduated *magna cum laude* with a B.S. in business administration along with an emphasis in statistics from California State University, Northridge. She then went on to receive a J.D. *cum laude* from Loyola Law School, where she was a Presidential Scholar and a Sayre MacNeil Scholar. Ms. Gallegly was an editor for the *Loyola of Los Angeles Law Review* and was a member of the Order of the Coif. She is a member of the State Bar of California.

MARKET ACTIVITY — CEO OF VREG — MOSKO — October 25, 2018

GOT A TIP? The Hollywood Reporter NEWSLETTERS SUBSCRIBE
NEWS FILM TV MUSIC AWARDS LIFESTYLE BUSINESS INTERNATIONAL AI COVERS CHARTS LISTS VIDEO
> GENERAL NEWS

Steve Mosko Named Village Roadshow CEO

Former Sony Television Pictures chairman Steve Mosko has been named CEO of Village Roadshow.

BY PAMELA MCCLINTOCK OCTOBER 25, 2018 11:42AM

Sections Los Angeles Times SUBSCRIBE LOG IN

HOLLYWOOD INC

Former Sony TV boss Steve Mosko joins Village Roadshow as CEO



Former Sony Pictures Television head Steve Mosko is joining Village Roadshow Entertainment as its CEO. (Jason Kempin / Getty Images)

By Ryan Faughnder
Staff Writer | X Follow

Oct. 25, 2018 1:40 PM PT

Veteran television executive Steve Mosko is joining film production company and financier Village Roadshow Entertainment as its chief executive, the company said Thursday.

STEVE MOSKO — SEC — FORM 3 — February 2, 2022

SEC Form 3

FORM 3

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

OMB APPROVAL

OMB Number:
Estimated average burden
hours per response:

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

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or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person	2. Date of Event Requiring Statement (Month/Day/Year)	3. Issuer Name and Ticker or Trading Symbol
Mosko Steve	10/02/2018	Oaktree Strategic Income II, Inc. [NONE]
(Last) (First) (Middle): C/O OAKTREE STRATEGIC INCOME II, INC. 333 SOUTH GRAND AVENUE, 28TH FLOOR		4. Relationship of Reporting Person(s) to Issuer (Check all applicable): X Director; 10% Owner; Officer (give title below); Other (specify below):
(Street): LOS ANGELES CA 90071		5. If Amendment, Date of Original Filed (Month/Day/Year):
(City) (State) (Zip):		6. Individual or Joint/Group Filing (Check Applicable Line): X Form filed by One Reporting Person; Form filed by More than One Reporting Person

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Explanation of Responses:

Remarks:

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/s/ Mary Gallegly, as attorney-in-fact — 10/02/2018
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OAKTREE x RADIAL ENTERTAINMENT — July 1, 2025

www.streamingmedia.com — OAKTREE CAPITAL MANAGEMENT L.P.

July 1, 2025
Online Video News

Radial Entertainment Formed by Oaktree Through Merger of Shout! Studios and FilmRise

Radial
ENTERTAINMENT

Funds managed by Oaktree Capital Management, L.P. ("Oaktree") have acquired FilmRise, a leading independent digital streaming content distributor, and merged it with existing portfolio company Shout! Studios, one of the industry's pre-eminent independent film and television distributors. The combined company, Radial Entertainment (stylized as "Radial"), is a premier, global content distribution platform boasting a diverse library of 70,000 movies and episodes, one of the largest independent catalogs in the industry.

Garson Foos, CEO and Co-founder of Shout! Studios, will become CEO of Radial Entertainment and Danny Fisher, CEO and Co-founder of FilmRise, will become Executive Chairman.

Radial Entertainment has been created through a merger of strong industrial logic, where each business brings

RADIAL ENT. x STEVE MOSKO — March 25, 2026

Got a Tip? Newsletters U.S. Edition

VARIETY

Home > TV > News

Mar 25, 2026 6:00am PT

Former Sony TV Chair, Village Roadshow CEO Steve Mosko Joins Board of Radial Entertainment (EXCLUSIVE)

By Michael Schneider

Former Sony Pictures Television Chair Steve Mosko Joins Radial Entertainment Board of Directors

THOMAS K. ARNOLD

March 25, 2026

Radial Entertainment on March 25 announced that longtime industry leader Steve Mosko, a former chair of Sony Pictures Television and CEO of Village Roadshow Entertainment Group, has joined the company's board of directors.

Mosko is currently CEO of Triarc Entertainment, an independent production and media company focused on developing, producing, and financing content across all genres. He previously served as CEO of Village Roadshow Entertainment Group (VREG) from 2018 to 2024.



Massachusetts Office of Consumer Affairs and Business Regulation
2026 Data Breach Notification Report
Radial Entertainment, Breach No. 2026-696

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
1 Federal Street, Suite 720, Boston MA 02110-2012
(617) 973-8700
mass.gov/consumer

ERIC PALEY
SECRETARY OF ECONOMIC DEVELOPMENT

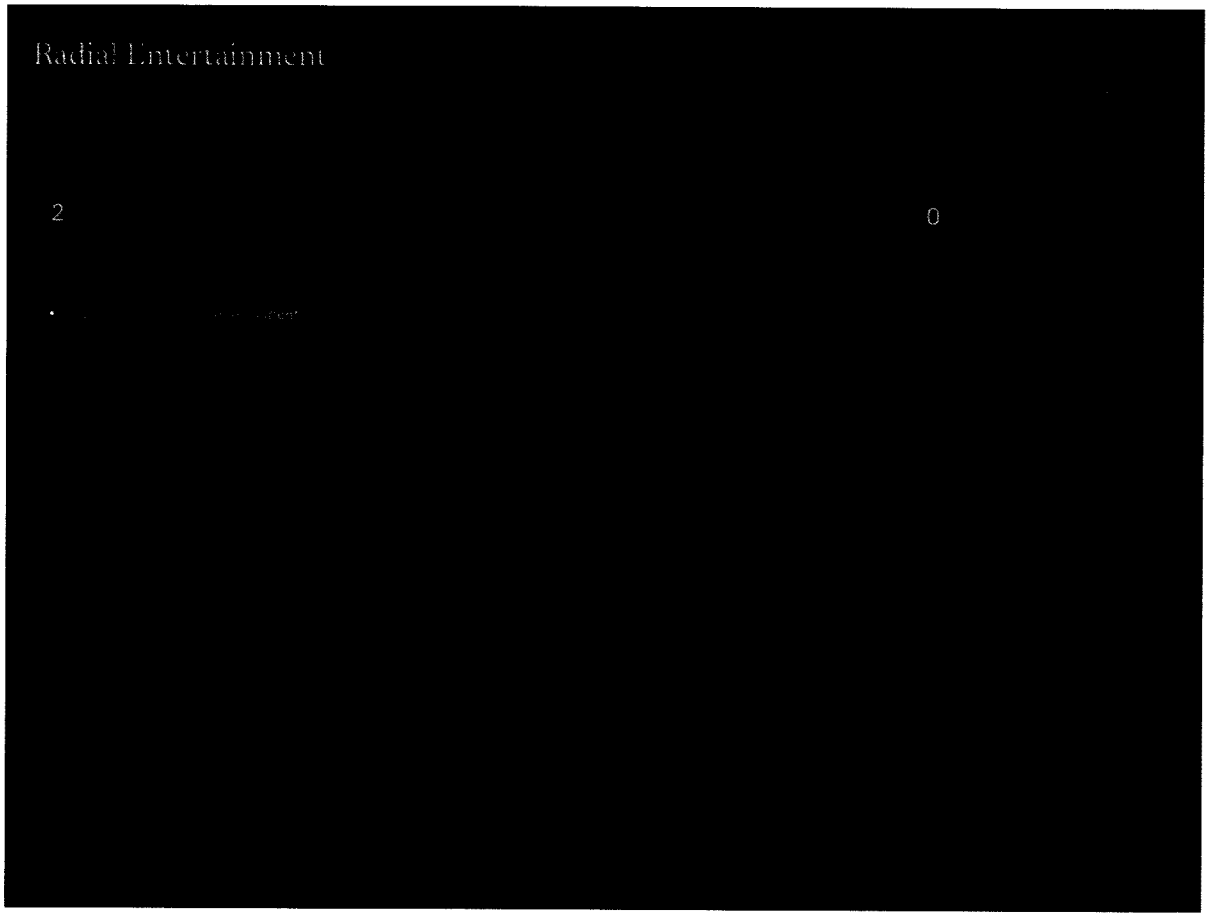
LAYLA R. D'EMILIA
UNDERSECRETARY

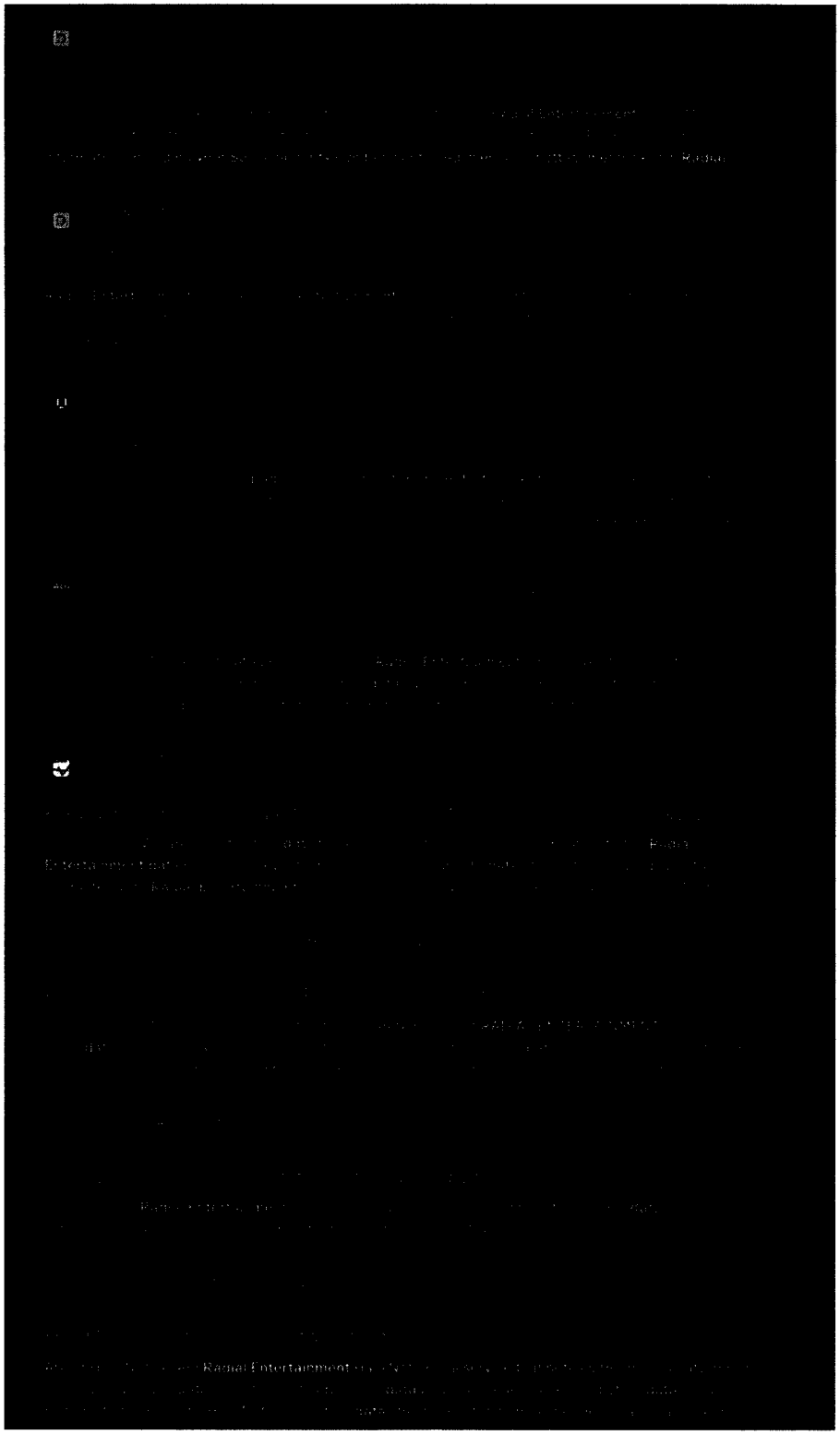
2026 Data Breach Notification Report

The total number of breaches affecting residents: 1,893,291

Breach Number	Date Reported To OCA	Reporting Organization Name	Reporting Organization Type	MA Residents Affected	SSN Breached	Medical Records Breached	Financial Account Breached	Drivers Licenses Breached	Credit/Debit Numbers Breached
2026-695	05-May-26	Bergeron Williams, LLP	Other	26	Yes	Yes	Yes	No	No
2026-696	05-May-26	Radial Entertainment	Entertainment	2	Yes	No	No	No	No
2026-697	05-May-26	Massachusetts Mutual Life Insurance Company	Financial Services Company	10	Yes	No	Yes	No	No
2026-698	05-May-26	Hy LaBonne & Sons, Inc.	Retail	67	Yes	No	No	No	No
2026-699	05-May-26	Lincoln Retirement Services Company, LLC	Financial Services Company	1	Yes	No	Yes	No	No
2026-700	05-May-26	Equitable Bancorp MHC	Financial Services Company	53	No	No	Yes	No	No
2026-701	05-May-26	Mitchell County	State Government	15	Yes	Yes	Yes	No	Yes
2026-702	05-May-26	Diamond Chemical Co, LLC	Manufacturing	5	Yes	No	No	No	No
2026-703	06-May-26	Suncoast One Title & Closings, Inc.	Financial Services Company	1	Yes	No	Yes	No	No
2026-704	06-May-26	Travelopia Group Holdings Limited	Other	14	Yes	No	Yes	Yes	No

DisclosureLens — Radial Entertainment Disclosure History
Maine and Massachusetts Attorney General Filings





RADIAL ENT. x STEVE MOSKO — March 25, 2026

Got a Tip? Newsletters U.S. Edition

VARIETY

Home > TV > News

Mar 25, 2026 6:00am PT

Former Sony TV Chair, Village Roadshow CEO Steve Mosko Joins Board of Radial Entertainment (EXCLUSIVE)

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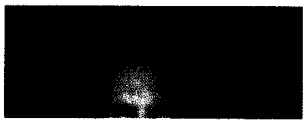


EXHIBIT C

MARC ROSEN — PUBLIC RESUME — TALENT AGENCY WEBSITE — 4/29/2026

https://www.macfarlane-chard.co.uk/producers/

https://www.macfarlane-chard.co.uk/marc-rosen/

MacFarlaneChard
Associates Limited
Literary & Talent Agents

Agent: Peter MacFarlane

Marc Rosen

Producer

Marc is currently producing a slate that includes films with Peter Dinklage (THE DWARF - a thriller, based on the Nobel Prize winning novel) to a franchise (666) based on the only other book written by THE AMITYVILLE HORROR author, and others. And on the TV side, he is working with Tim Minear on Robert Heinlein's scifi classic THE MOON IS A HARSH MISTRESS at Hulu/20th, as well as Mariel Hemingway, Laure de Clermont Tonnerre and Akiva Goldsman on Ernest Hemingway's A MOVEABLE FEAST, and CENTURIONS based on the 18-book international best sellers. He's also producing a comedy series called WELCOME STAMP with Stephanie Allain, and a series with Nick Frost & Simon Pegg, in which Nick is starring with Daveed Diggs. And an authentic skate series (PAPER) with legendary skater Steve Berra, as well as a troubled teen industry thriller (CAN YOU HEAR ME?) with an Allan Loeb protege....

Previously, with SENSE8 on Netflix, as well as NASH BRIDGES for Peacock recently, and films including SOPHIE and HOW TO LOSE A GUY IN 10 DAYS Marc has executive produced over 60 hours of film and high- end ($4-$8mn/episode) scripted content from THRESHOLD with David Goyer (BATMAN BEGINS, MAN OF STEEL, CONSTANTINE), Brannon Braga (SALEM), and David Heyman (HARRY POTTER, GRAVITY), to SENSE8, one of Netflix's first original series, with the Wachowski's(THE MATRIX), to THE AFTER pilot with Chris Carter (X- FILES) and Amazon.

Marc has also been under exclusive producing deals with Warner Brothers (TimeWarner), CBS (Viacom), Paramount (Viacom), and 20th Century Fox, and made series and films for Netflix, Amazon, Paramount, CBS, and others.

From 2019-2023, Marc was an in-house Producer in Film and TV at Village Roadshow, and helped write the business plan for the studio, after Vine Alternative Investments purchased it, developing Village's first television production – NASH BRIDGES – ever, among a slate of other IP, including THE NOVEMBER MAN with Pierce Brosnan.

From 2017-2019, Marc was an executive consultant for Vine Alternative Investments, a $750mn fund out of New York that seeks strategic investments in entertainment, tech, IP libraries, international networks (SKY, BBC, etc.) and Sports Teams.

From 2012-2017, Marc was the Founder and C.E.O of Georgeville Television with Reliance Entertainment – the proprietors of Steven Spielberg's Amblin and Dreamworks. During GVTV's run, Marc set up 10 Series including SENSE8 (Wachowski's/Netflix) and THE AFTER (Chris Carter/Amazon), and several others. Marc was the lead creative on all projects for GVTV, as well as the C.E.O., overseeing everything from project development and sales, to business affairs, global strategy, and a staff of 20. GVTV financed over $200mn of scripted series for streamers, networks, and international co-productions.

Prior to GVTV, he had exclusive producing deals in Film and Television - with Paramount Film and CBS TV respectively – through his RosenObst Productions, with Lynda Obst

MacFarlane Chard Associates, Kings Cross Business Centre,
180-186 Kings Cross Road, London, WC1X 9DE
T: +44 020 7636 7750
www.macfarlane-chard.co.uk

(INTERSTELLAR, HOT IN CLEVELAND, SLEEPLESS IN SEATTLE, CONTACT, HOW TO LOSE A GUY IN 10 DAYS) from 2007-2010.

Leading up to those deals, from 2001-2007, Rosen was the founding Senior Executive of the Los Angeles Warner Brothers offices of HEYDAY FILMS/David Heyman (BARBIE, PADDINGTON, HARRY POTTER Franchise, GRAVITY). During his tenure, he worked on films with Christopher Nolan (DARK KNIGHT, INCEPTION, INTERSTELLAR), Jonah Nolan (WESTWORLD), David Goyer (FOUNDATION), and founded the company's then television division - Heyday Television, based at Warner Brothers - on the heels of his 13-episode series THRESHOLD (Peter Dinklage, Carla Cugino) for CBS. Marc also got Heyday's first non-POTTER movie – DIONAEA HOUSE – greenlit.

EMPLOYMENT

Village Roadshow - 2019-2023
-In-House Producer.

Vine Alternative Investments - 2017-2019
-Executing Consultant for $750mn fund.
-Sourced and Oversaw transactions in entertainment sector.
-Executed business plan for Village Roadshow, studio purchased by Vine.

Georgeville Television - 2011-2017
-Founder, C.E.O.
-Set up 10 series in 18 months.
-$200mn+ in Production Finance & International Sales.

SOPHIE (film) – 2010-2011
-Producer.
-Raised financing and was lead Producer on family film in Toronto.

RosenObst Productions – 2007-2010
-Founder and Partner-Exclusive Film deal at Paramount Pictures, exclusive TV deal at CBS Studios.
-Sold 19 Series and 5 Films.

Heyday Films (HARRY POTTER) – 2002-2007
-Senior Executive, Los Angeles-First non-POTTER movie greenlit (THE DIONAEA HOUSE by Eric Heisserer).
-Developed and Executive Produced series THRESHOLD (Peter Dinklage, Carla Gugino)/CBS.
-Won 3-year overall TV Deal and for Heyday TV based on work on THRESHOLD.

Lynda Obst Productions (INTERSTELLAR, HOW TO LOSE A GUY IN 10 DAYS) - 1998-2001
-Executive Vice President.

Senator Dianne Feinstein
- 1995-Staff Assistant.

EDUCATION

Princeton University – 1994-1998
-Graduated with Honors as an English Lit major, with minors in Theatre and French in 1998.

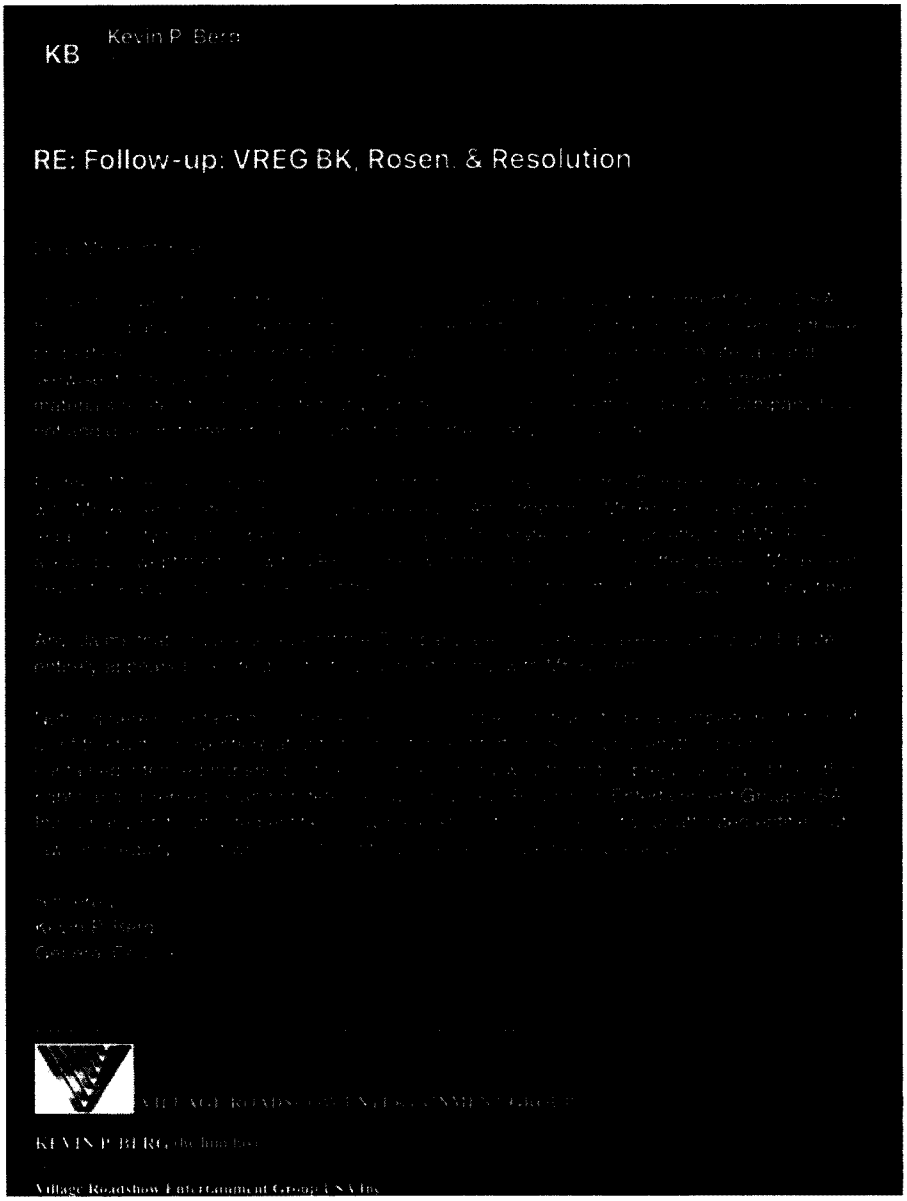
NYU Tisch School of the Arts - 1997
-Minor in Film Direction and Production.

EXHIBIT E

From the VREG bankruptcy proceedings' evidentiary record supporting Claims 16 and 17.

K-7 — KEVIN BERG — STATEMENT — June 26, 2025

VREG general counsel's statement on Rosen.


KB Kevin P. Berg

RE: Follow-up: VREG BK, Rosen, & Resolution

VREG x ROSEN — THE BUSINESS OF DATING — March 9, 2022

After first submission of THE BUSINESS OF DATING, Rosen requests updated materials for VREG's Shannon Perry to review. (Through his personal email)

EXHIBIT G

Snapshot of Biz of Dating Email.



VREG BK — HEARING TRANSCRIPT — [D.I. 1323] — January 30, 2026

Debtors represented to the Bankruptcy Court that Marc Rosen's "first look" executive producer agreement with Village expired in February 2022.

EXHIBIT H

January 30, 2026 hearing transcript. Relevant statements include:

"Mr. Rosen was an independent consultant who provided producing services to the debtors pursuant to what's referred to as a first look at non-writing executive producer agreement. And that agreement expired in February of 2022."

"To be clear, Mr. Rosen was never directly employed by the debtors and never had any authority to bind the debtors to any legal obligations in this capacity as an independent consultant."

EXHIBIT F

HEARING TRANSCRIPT

January 30, 2026 Hearing Transcript, page 5 (lines 13–24): Debtors state Rosen's first-look agreement expired February 2022 and describe the scope of that arrangement.

Critically, Your Honor, Mr. Rosen was an independent consultant who provided producing services to the debtors pursuant to what's referred to as a first look at non-writing executive producer agreement. And that agreement expired in February of 2022.

In the entertainment industry, a first look agreement generally describes a contractual arrangement where a producer, writer, director, other creative talent agrees to give a studio or production company a right of first refusal to consent on any project, projects, ideas, scripts, intellectual property that they develop during the term of the agreement.

VREG BK — EVIDENCE RECORD — M-39 AT 239

EMAIL: TGM/Pautsch sends update on time and labor for development and services provided (22 months —12,190 hours) with slate breakdown to VREG's Rosen, including The Dating Business.

M-39 — CLAIMANT POSITION — September 14, 2021

From: The G.O.A.T. Media [redacted]
Sent: Tuesday, September 14, 2021 6:49 PM
To: Marc Rosen [redacted] Marc Rosen <Marc.Rosen@vreg.com>
Cc: [redacted]
Subject: GOAT Slate (update 9.14.21)

Marc -- below is a breakdown of each property with questions, notes, and talking points. This should help us organize and breeze through a call.

-- 22 Months / 12,190 total hours (as of this week) [redacted]

The Great Debate (VREG):

- Pitch Video
- Series Guide (updated)
- Episode Script (updated)
- Call with Shannon Friday 9/17.
- [redacted] role of Showrunner w/tech oversight.
- Steps after Shannon call?

The G.O.A.T. (VREG):

- Pitch Video
- Series Guide (updated)
- Script
- Character Development
- Trademarks
- thegoat.com
- Did we get Judy Moody slip + 7!
- [redacted] role of Showrunner.
- Next Steps?
- Potential series plan: every season, Billy gets older [redacted]

It's Dark Inside:

- LLC
- itsdarkinside.com
- Series Guide w/Franchise plan (updated)
- Script: Merry Christmas to Me (Bates)
- Script: Strike A Pose (Zyla)
- Script: Confessions (Fury)
- Script: Goldmine (Goldmine)
- Intro Music: Bates & Goldmine
- Marc read Confessions + Goldmine ?
- Marc skims through Bates (7th draft)?
- Marc skims through updated Series Guide?
- Submission plan?
- [redacted] role of Showrunner.

The Sound of Music: Animated Remake:

- Pitch Document
- Robert Wise's (original director) [redacted] more of a rogers and Hammerstein rights deal.
- Family letter of recommendation?
- Should I update pitch doc with technology breakdown and plan? (the actors rehearsing the play wear technology suits for the motion of animating characters? This may be the most efficient and cost effective way to produce it.)
- [redacted] role of Showrunner.

2222: Forever After (Feature):

- Pitch Document
- Next steps?

The Dating Business (reality game show) :

- Pitch Document w/format
- Shannon Review?
- Next Steps?

The Match Bad Little 9 (Reality) :

- Pitch Document
- Shannon Review?
- Next Steps?

Old Glory (Feature or MEGA-Doc) :

- Series Guide (updated)
- Screenplay (4th draft complete)
- History Channel (possible)
- [redacted]

Hackers (Feature):

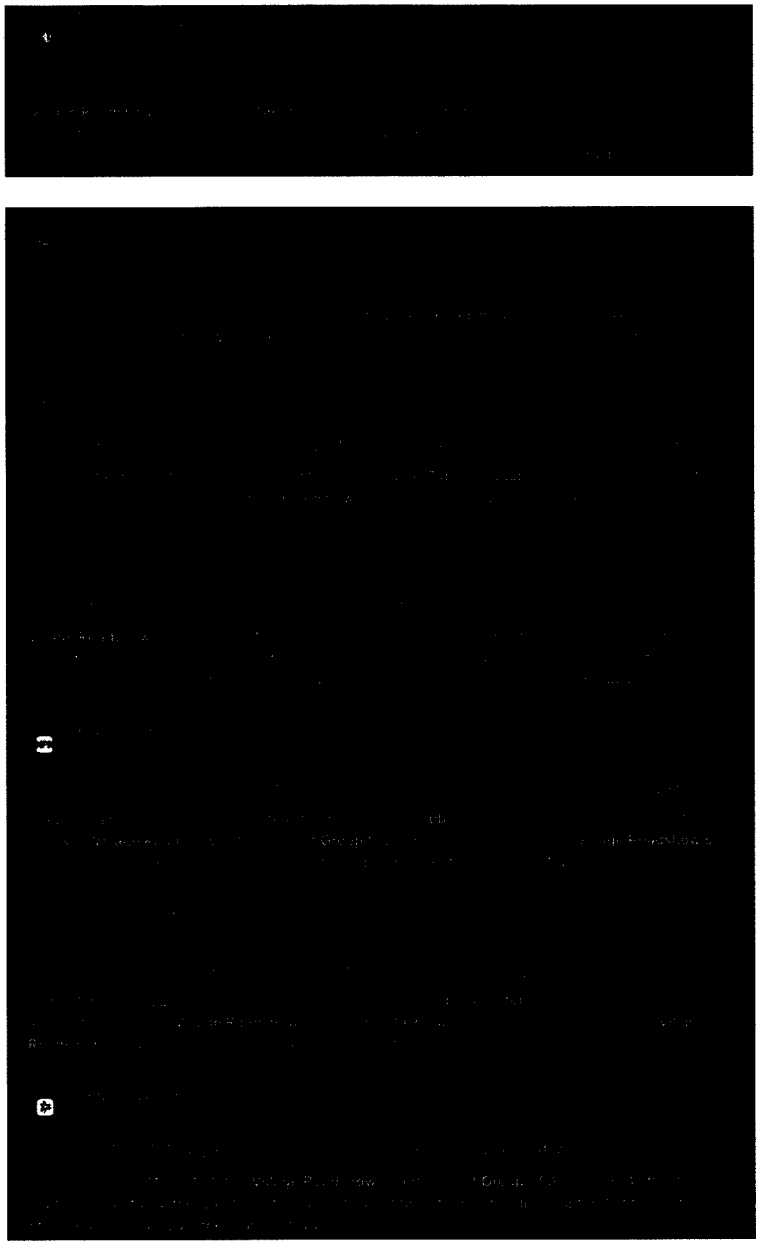
- Pitch Document

VREG x TUBI — MAJOR FILM DEAL — December 2021

Village and Tubi execute deal. End of Year Two (2) of Village Roadshow Entertainment Group's engagement with TGM and Pautsch's IP, materials, and services.

EXHIBIT L

Snapshot of search covering deal between Village and Tubi.

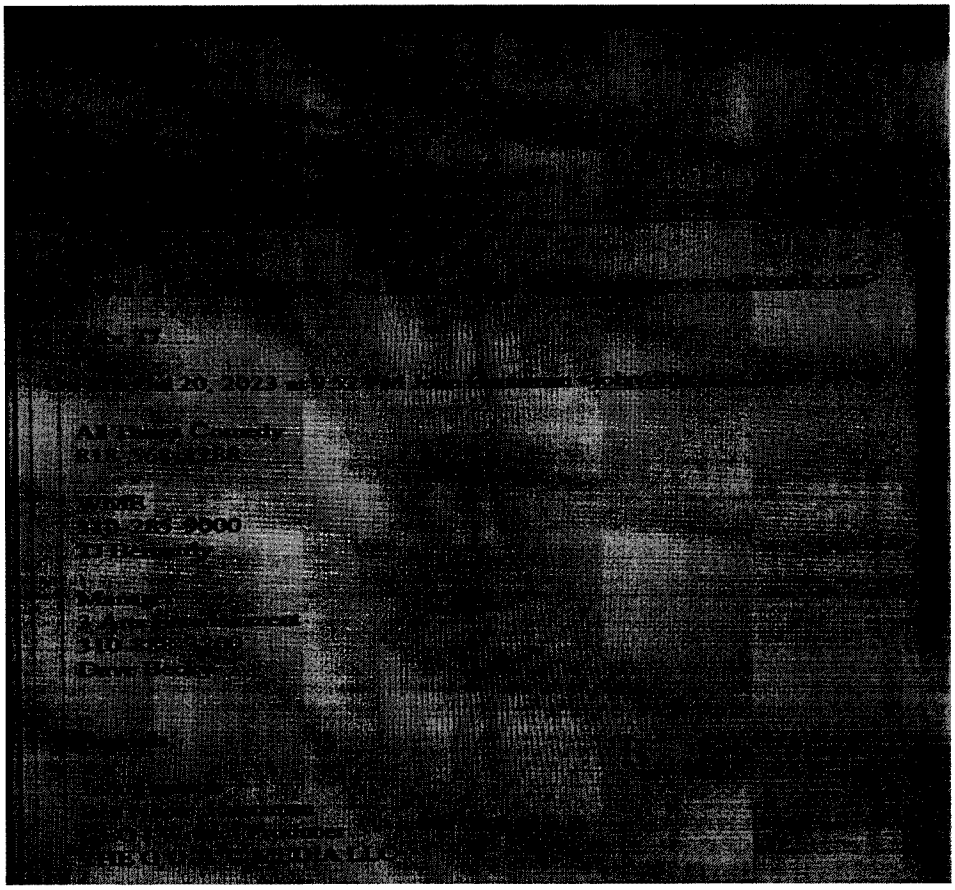


TBD — HOST: BILL BURR — July 25, 2023

Pautsch provides packaging strategy involving Bill Burr and corresponding representation and contact data to Rosen.

EXHIBIT I

Snapshot of Biz of Dating and Host engagement email.



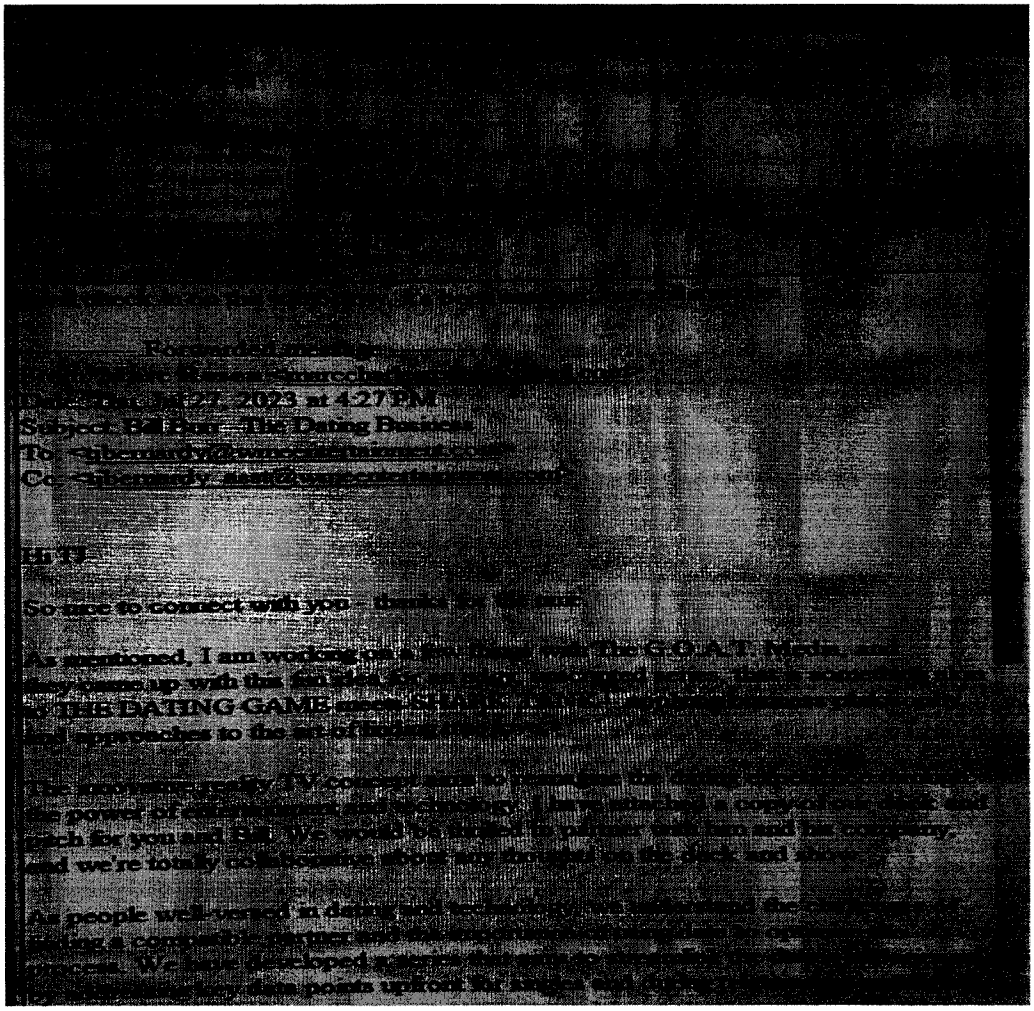
Note concerning VREG Bankruptcy and claim status — TGM as an entity claim filer and Pautsch's rights: see signature.

THE BUSINESS OF DATING — WME — BILL BURR — August 16, 2023

(THE DATING BUSINESS) Email from Rosen transmitting project materials to WME representation for Bill Burr for packaging and talent attachment purposes.

EXHIBIT J

Snapshot of Biz of Dating and Host engagement email.



TV: WHY ARE YOU SINGLE? — ALL THINGS COMEDY — May 4, 2026

Dating format and game show utilizing "red flags / green flags" mechanics and audience participation to evaluate singles' dating history, behavioral patterns, and match performance.

Derivative use associated with concepts and formats developed under the working titles THE DATING BUSINESS, THE BUSINESS OF DATING, RED FLAGS–GREEN FLAGS, and FLAW&ORDER, created, developed, and packaged by Pautsch, then submitted through Village Roadshow Entertainment Group infrastructure in 2021, with continued development access through Debtors' agent Marc Rosen.

EVIDENCE RECORD: Section VIII.-A at page 325. Additional records available, including original development materials spanning creation through present day—for all projects.

EXHIBIT D

Deadline article by Matt Grobar.

HOME / TV / NEWS

Tubi Picks Up Dating Game Show 'Why Are You Single?' From Marie Faustin, Dave Mizzoni & All Things Comedy

By Matt Grobar
May 4, 2026 9:06am



Marie Faustin

Trending on Deadline

1 / Maggie Kang On Why Paying Homage To Her

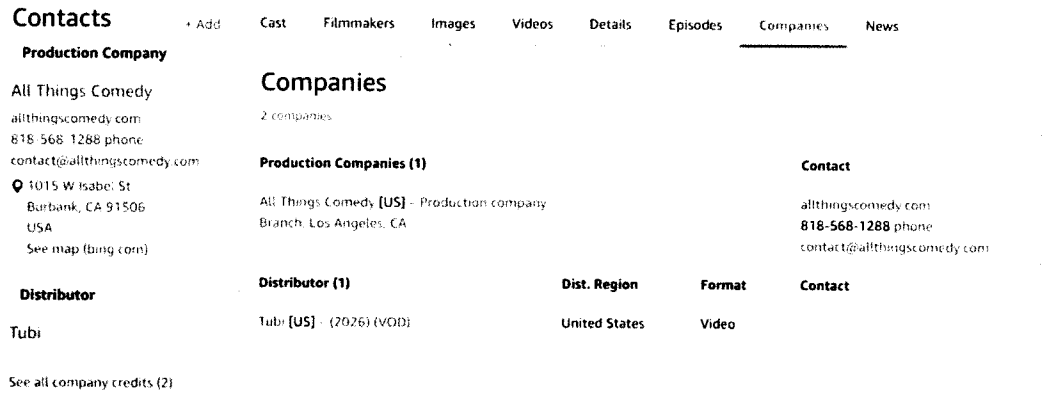
EXCLUSIVE: Tubi has picked up the first season of *Why Are You Single?*, a dating game show hosted by comedian Marie Faustin, which she co-created and exec produces alongside Dave Mizzoni, with All Things Comedy as studio partner.

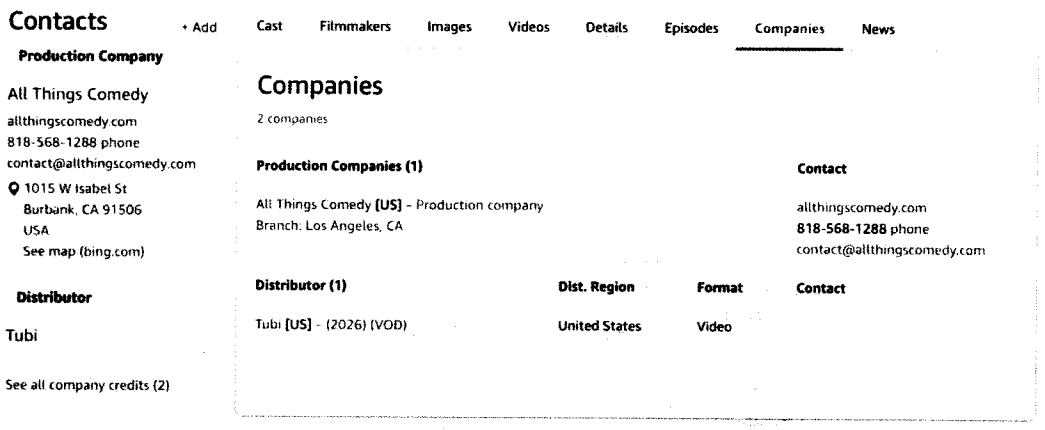
In each episode of the show, streaming for free on Tubi later this year, Faustin introduces a hero single dater while seeking to answer the rhetorical question, "why are you single?". Joining our single are four potential suitors, who each unveil their dating history, as well. As the contestants' dating past unravels, Faustin and the live audience hand out red flags that force our dater to decide which contestant is worth the baggage.

TV: WHY ARE YOU SINGLE? — IMDB — May 20, 2026

EXHIBIT E

IMDB website — project data.



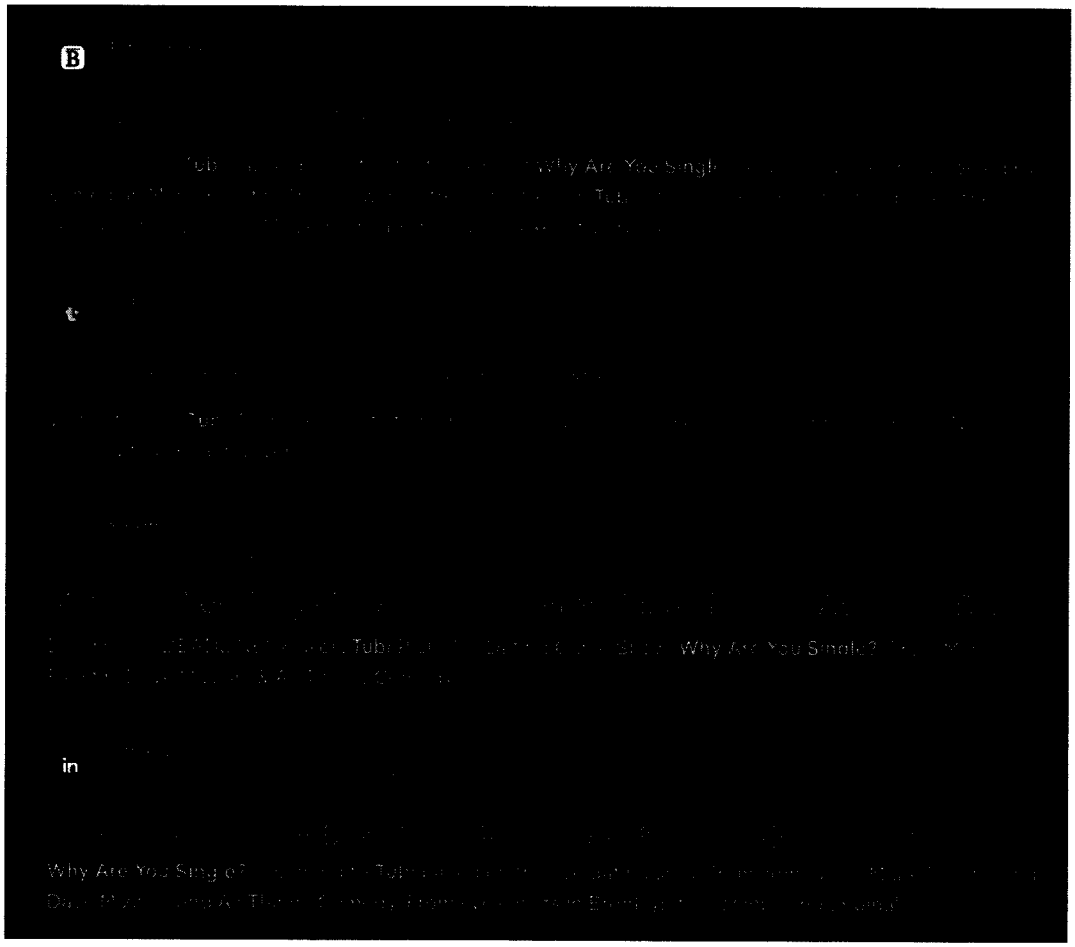




TV: WHY ARE YOU SINGLE? — TUBI — May 4, 2026

EXHIBIT F

Search snapshot of Tubi x WHY ARE YOU SINGLE?



M-85 — ASSERTIONS & ADMISSIONS — March 9, 2023

Re: Marc Rosen Loan Update (Feb '23)

M

From Marc Rosen [redacted] 3/9/23 3:13 PM

≥

To John [redacted]

Cc [redacted]

Wow.....Misunderstandings abound in the below, I am gobsmacked:

Yes, I won a fight with Village - but it was a back-end win, the difference between $900k and nothing - and it doesn't pay until a season goes.

Then I make real back-end money.....but they changed the deal so the upfront money I have a right to (happy to show contracts) got ripped away as a result.

Not sure to whom you are speaking, but Village has a shoddy reputation and is for sale right now. For Sale! By Vine. With whom I deal with the Board of Directors.

They are not a big corporation - I have no problem making deals with proper studios and platforms that stick, and now have one mediocre one closed with Village. Happy to refer you to real sources if you want to discuss.

I have been clear with you several times about not focusing on them alone. I no longer have a deal with them, which allows me more liberty with submissions outside of their ecosystem. And they passed on all of your stuff anyway. And were offended by the version of IDI they read. I have been very clear.

Your material has been submitted to parties beyond Village (Seth MacFarlane, David Leitch), and everyone had the same IDI reaction and perhaps were even offended; hence the wave of notes before going to a new round.
It didn't make the cut. It wasn't good enough.
You won't listen to me about TGD. That's not my fault for not making progress....the material was rejected. Which is why we have been fixing it and I spend more time on it than almost any other project.

You haven't been played or toyed with, and I don't trust your sources, which mainly seem fringe.

See how others respond to your materials and put as much passion and work into them. It's like we're on different planets about the process. You have a bunch of people blowing sunshine up your ass

Note: Seth MacFarlane and David Leitch — never mentioned or transmitted before this email.

75

M-85 —CONT'D — March 9, 2023

Re: Marc Rosen Loan Update (Feb '23)

M

From Marc Rosen [redacted] 3/9/23 3:13 PM

≥

To John Pautsch <john[redacted]

Cc [redacted]

Oh, and I never got a shopping agreement - been waiting 12 months - that has commenced or protected me AT ALL; and I signed your mutual NDA as did you. But all of my work and notes are totally unprotected - wanna talk about unprofessional? Me spending hours of unprotected work?

So go ahead and do what you need to do....I have spent relationship capital exposing your materials, and it hasn't worked out. I even burned a bridge or two. If you never had the intention of a shopping agreement, then that speaks volumes.

Otherwise, I am stuck, and there is nothing I can do except try to make IDI better and figure out how to sell BILLY somewhere despite it not being a real book yet. It's my relationships and my reputation on the line anytime I submit something.

I love you like Family, nothing will ever change that, but you are getting bad advice, based on material that needs work, from lord knows whom. And no one told you to quit your day job. Every up and coming writer I know has a side hustle even when they sell the first two things. I was clear with you 4 months ago that you needed to get [redacted] up and running again so you could do this too, because of market conditions.

Go take it out yourself with the legion of people to whom you are defending me...ha...since you have delayed a shopping agreement, I have no terms or rights. But you cannot use a draft of anything on which I have given notes without me. That's IP. If you can sell Zyla and IDI drafts from a year ago and get Billy done (with people like [redacted] asking you for $$ just to do their job???!!), go for it.

Otherwise, I would consider sacrificing all rights - far more $ than $15k, which is half of my fee for one episode, and a third of my fee for a pilot - and assigning them to you officially. Then we can go our separate ways creatively and hopefully be lifelong friends where you prove actual market reaction wrong.

Or sue me....I have had no control over the conditions of what is happening in general in Hollywood, and the next thing for me to do is focus on making money on all projects for both you and my Family.

M-57 — CLAIMANT POSITION — April 10, 2022

GOAT — IP transmitted for book and television development.

Fwd: Billy the GOAT (book / TV)

J

From John CPM <[redacted]>
To Marc Rosen [redacted]
Cc The G.O.A.T. Media [redacted]

4/10/22 12:23 AM

2 Attachments are included with this email

Marc - hope your weekend is going well. [redacted] is reviewing this as well to see what the hell to do with the manuscript. Attached are:

1. Updated book proposal
a. Trimmed fat, narrowed scope, and completed all tasks from [redacted]
b. Book manuscript is at end of pdf
- receiving some conflicting information about format
- feels like it could be developed two ways, shorter and/or longer.
- it's a reduced version of what I had. I applied some editor notes.

2. Updated TV pitch guide
a. adjusted some verbiage and pics geared toward TV.
b. Season One: Becoming The GOAT
c. 3D version of Billy is being designed based on the cartoon character in the guides. Should have Monday. Thought it would be fun to see what a 3D modeler could do
d. **I have a screenplay written for this story but it's all dialogue.**

M-58 — CONFIRMATION — April 10, 2022

Re: Billy the GOAT (book / TV)

M

From Marc Rosen [redacted]
To John CPM [redacted]
Cc The G.O.A.T. Media [redacted]

4/10/22 2:29 PM

Don't think we need the TV series one actually. We can add a 'Potential TV Series' section to the end of the book proposal

Book is too long, and some of the language a bit too high-brow. I do think it needs to be cut in half, or maybe 3/4's... but would not stress about it that much.

Formatting of the overall deck - not the images you have chosen - could be slicker/more unified, but I don't think it's worth spending money on doing that. One simple thing you could do is some color (lightly) backwash on the slides that are words against just a white background now.....but it's just like a polish, it's not the end of the world.
(It would be fine to send these as-is and explain it's early days.)

I would use your time today to take a pass at Zyla and flesh out the action/description, as well as a bit of the dialogue. 55 pages is fine. (60 is the norm). And finalizing the IDI deck that goes with it.

And then The Business of Dating...

M-73 — ASSERTIONS & SUBMISSION SCHEDULE — July 17, 2022

On Jul 17, 2022, at 12:33 PM, Marc Rosen [redacted] wrote:

This is ONLY the first wave.

It is a combination of representation, talent, and buyers.

Let's get this initial round of feedback before we go wider - need to hear first reactions.....

MNGRS (WHOLE SLATE)
Gotham Group
LIT
Mike Goldberg (agent)
Circle of Confusion
Rachel Arlook (Agent) (haha!! She is lit coordinator plus agent at UTA)

IDI (Production Co's.)
Scott Free
Steph Curry
Village Roadshow
Denver & Delilah (Charlize company)
Steven Schneider
Roy Lee (THE RING and 80% of other asian film adaptation for film or series.)

BILLY
Nickelodeon?
Candlewick Press
Gotham Group
Chris Nee

Note: List placement was clarified by phone before and after this email. Steph Curry also pertained to BILLY THE GOAT (GOAT) through Unanimous Media. No outcomes transmitted.

Reference two years later:

M-73A — ASSERTIONS & REPRESENTATIONS — July 25, 2024

And then some on BILLY, but a handful.
(BTW, Unanimous never was sent the material as they didn't respond to the logline. I have the email correspondence with them setting a call with Jennelle, but no record of any submissions.)

Note: Rosen personal email.

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M-86 — EXTERNAL PARTNERSHIP — ESCALATION — April 11, 2023

GOAT IP. Rosen communicates beyond Claimant's direct engagement with Director of Development by independently interfacing with a senior executive at Nickelodeon.

Pls keep the below confidential.

It just means that they felt it was too young for what they are trying to achieve with their brand right now.

I agree that you should keep it younger at first, and let kids grow up with it....like PEPPA PIG, and that is a bit younger than what Nick and Nick Jr. do now, from what Eddie is saying..

Netflix Kids, Amazon Kids, and of course Disney+ should be top targets. But there are lots of other players, too...

With an attachment - and it's easy to get movie stars to do animated things because they only work for 1-3 days - so I think we try to attach someone as the voice of Billy, and possibly 1-2 others ASAP.

I think so....and a proven animated, talent-driven company.

---------- Forwarded message ---------
From: [redacted] **Eddie** [redacted]
Date: Tue, Apr 11, 2023 at 3:55 PM
Subject: Re: BILLY THE G.O.A.T. - Book Proposal (for Series)
To: Marc Rosen [redacted]

Hi Marc, Thanks so much for your patience. Am going to pass on this as it skews a bit young but more importantly it skews more earnest and educational than the Nick/Nick Jr brands. We are really hunting for big character-driven laugh out loud comedy. Wishing you all great success with this on both the publishing and media fronts.

Eddie [redacted]
VP, Literary Affairs
[redacted]

Note: Claimant remains unclear what materials were transmitted. Inconsistencies observed prior, during, and following third-party escalation.

J-255 — CLAIMANT POSITION — February 27, 2024 — 2025

Independent claims verification process initiated. Industry-wide outreach. Multiple denials of asserted representations. Non-responses logged.

J-255a — CLAIMANT POSITION — March 3, 2024

Mega-producer advises Claimant to remove Rosen from Talent Agency-linked project.

J-256 — MARKET REFERENCE — May 30, 2024

GOAT. Feature film. Sony Pictures Animation / Unanimous Media announcement.



Note: Release date — February 13, 2026.

EXHIBIT A

EMAIL — VINE ALT. INVESTMENTS — 8/27/2025

Moore disclaims any relationship with Marc Charles Rosen.

Jim Moore
To: John Huntsman >

8/27/25

RE: VREG Claim

Hello John,
Unfortunately, I can be of no assistance here. I had no relationship with Marc Rosen, he worked for Mosko in any capacity he had with VREG. Further, the company is under the protection of the bankruptcy court so EVERY resolution of EVERY dispute must go through court through appropriate processes. If you have a claim, feel free to file a proof of claim with the court (if that process is still open). There will be some funds available to unsecured creditors which will be shared ratably among all of the approved claims.

Best of luck,
Jim

James P. Moore
Managing Partner
Vine Alternative Investments Group, LLC
18 Sheldrake Lane
Palm Beach Gardens, FL 33418

C - [redacted]
O - [redacted]

Note: This email responds to John Huntsman (Pautsch)'s request for resolution of conduct arising from Marc Charles Rosen's actions under VREG.

ROSEN — REPRESENTATION VERIFICATION — February 27, 2024

Additional materials concerning industry verification efforts, representation discrepancies, and related communications appear throughout the evidentiary record, including J-253 and J-254 at page 202, as well as prior supplemental submissions documenting and independently verifying additional false representations.

This verification evidence post-dates Pautsch's February 19, 2024 contract transmission requesting defined duties, transparency, and accountability concerning Rosen, follows the reported February 20, 2024 involvement of Accordion Partners in Village Roadshow Entertainment Group restructuring efforts (D.I. 1542 – 04/13/2026), and precedes Steve Mosko's April 27, 2024 formation filing for Triarc Entertainment & Media Management Inc.

EXHIBIT M-1

Email verifying industry-wide verification process.

John Huntsman 2/27/24
To: [redacted]

Morgan —

Arlene directed me to you. Hope you're doing well.

A producer named MARC ROSEN engaged with us a while back and has been in charge of assisting us with producing projects on our slate. Due to various disconnects, we now have to verify comms to ensure everything is on the up and up.

Last year, he claimed he submitted our psychological thriller competition series SOLITARY to your team, and it was a pass.

Recently, Friday February 23, 2024, he text me that your team had a change of plans and is seriously interested because you want to add something fresh to your portfolio of content.

Is any of this true? Do you know this producer, engaged with him, have SOLITARY in your pipeline, etc.?

Sorry to bother you but at this point we must leave no stone unturned.

Thanks in advance for your prompt response.

EXHIBIT M-2

Response contradicting Rosen's claimed relationship and submission representations.

Morgan [redacted] 2/27/24
To: John Huntsman

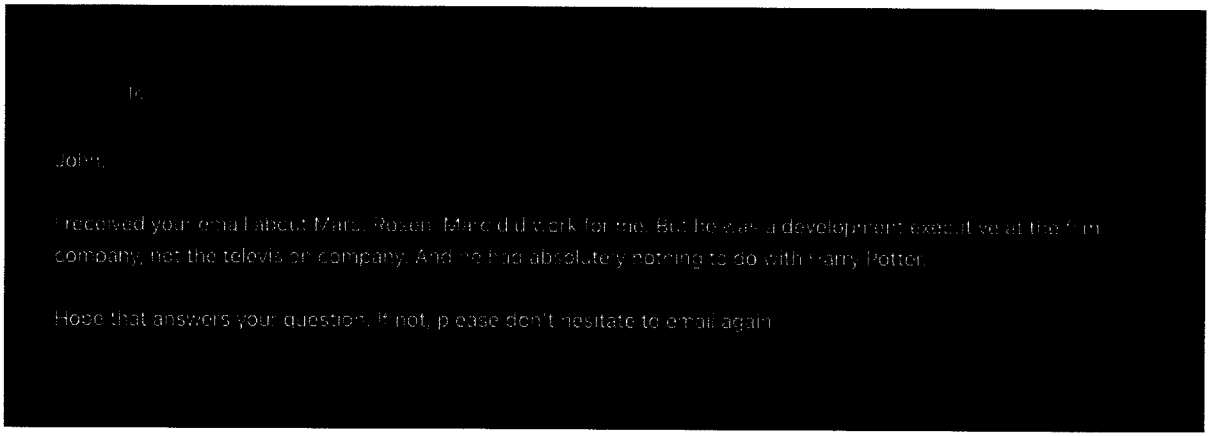
Never heard of him.

EXHIBIT Z

MISREPRESENTATION VERIFICATION

February 29, 2024

Rosen claimed he founded Heyday Television and repeatedly invoked purported Harry Potter oversight responsibilities to direct Movant's development process, including GOAT. Movant tested those claims at the source. Principal of Heyday February 29, 2024 response follows.



Additional records further reflect that Heyday Films terminated Rosen for deficient development performance.

Writers Guild of America West Registry
7000 West Third Street
Los Angeles, California 90048-4329
Telephone: 323-782-4500
Fax: 323-782-4803

Client Statement

Client: PAUTSCH, JOHN

Date: 07/22/26

ITEM	EFF DATE	EXP DATE	MATERIAL TYPE
Register an Item Registration # 2325671 Title:	12/31/25	12/31/30	OTHER
Register an Item Registration # 2325667 Title:	12/31/25	12/31/30	FORMAT
Register an Item Registration # 2325665 Title: HORAMA	12/31/25	12/31/30	SCREENPLAY
Register an Item Registration # 2325657 Title:	12/31/25	12/31/30	FORMAT
Register an Item Registration # 2325656 Title:	12/31/25	12/31/30	SCREENPLAY
Register an Item Registration # 2308301 Title: THE FALL	07/16/25	07/16/30	TREATMENT
Register an Item Registration # 2308293 Title: PLUTO	07/16/25	07/16/30	SCREENPLAY
Register an Item Registration # 2271195 Title: DANGERFIELD	08/31/24	08/31/29	SCREENPLAY
Register an Item Registration # 2242090 Title: THE ABBESS	01/26/24	01/26/29	PROPOSAL
Register an Item Registration # 2215745 Title: The Dating Business	05/25/23	05/25/28	SERIES
Register an Item Registration # 2215500 Title: MAGIC CITY - THE GRIND	05/23/23	05/23/28	PILOT
Register an Item Registration # 2215496 Title: SOLITARY	05/23/23	05/23/28	SERIES
Register an Item Registration # 2206711 Title: PLUTO	03/23/23	03/23/28	TREATMENT

Client: PAUTSCH, JOHN

ITEM	EFF DATE	EXP DATE	MATERIAL TYPE
Register an Item Registration # 2206706 Title: ITS DARK INSIDE-Bad Credit-Merry Christmas To Me	03/23/23	03/23/28	SERIES
Register an Item Registration # 2206704 Title: ITS DARK INSIDE	03/23/23	03/23/28	SERIES
Register an Item Registration # 2204809 Title: Its Dark Inside - Strike A Pose	03/11/23	03/11/28	SCRIPT
Register an Item Registration # 2172066 Title: ITS DARK INSIDE - STRIKE A POSE	06/20/22	06/20/27	SCREENPLAY
Register an Item Registration # 2166829 Title: ITS DARK INSIDE	05/09/22	05/09/27	BIBLE
Register an Item Registration # 2158953 Title: The Laser Lighthouse	03/12/22	03/12/27	TREATMENT
Register an Item Registration # 2136956 Title: GET THE STRAP - ITS DARK INSIDE	09/20/21	09/20/26	SCREENPLAY
Register an Item Registration # 2134777 Title: The Sound of Music	09/01/21	09/01/26	PITCH
Register an Item Registration # 2134776 Title: CONFESSIONS	09/01/21	09/01/26	SCREENPLAY
Register an Item Registration # 2132010 Title: Its Dark Inside Strike A Pose	08/11/21	08/11/26	PILOT
Register an Item Registration # 2123758 Title: Its Dark Inside	06/15/21	06/15/26	TREATMENT
Register an Item Registration # 2123753 Title: Its Dark Inside	06/15/21	06/15/26	SCREENPLAY
Register an Item Registration # 2082075 Title: Michael Bates	10/03/20	10/03/25	TREATMENT
Register an Item Registration # 2080353 Title: OLD GLORY	09/24/20	09/24/25	SCREENPLAY
Register an Item Registration # 2080146 Title: The G.O.A.T.	09/22/20	09/22/25	TREATMENT
Register an Item Registration # 2079990 Title: THE GREAT DEBATE	09/22/20	09/22/25	GAMESHOW

Client: PAUTSCH, JOHN

ITEM	EFF DATE	EXP DATE	MATERIAL TYPE
Register an Item Registration # 2062059 Title: The Great Debate	06/10/20	06/10/25	GAMESHOW
Register an Item Registration # 2061394 Title: AMERICAN PSYCHO	06/07/20	06/07/25	SCREENPLAY
Register an Item Registration # 2060388 Title: OLD GLORY	06/01/20	06/01/25	SCREENPLAY
Register an Item Registration # 2057915 Title: Advanced Content Monetization System (ACMS)	05/20/20	05/20/25	PROPOSAL
Register an Item Registration # 2057699 Title: MICHAEL BATES	05/20/20	05/20/25	SCREENPLAY
Register an Item Registration # 2057696 Title: THE G.O.A.T.	05/20/20	05/20/25	SCREENPLAY
Register an Item Registration # 2057066 Title: THE GOAT	05/17/20	05/17/25	ANIMATION
Register an Item Registration # 2055685 Title: IT'S DARK INSIDE	05/11/20	05/11/25	SCREENPLAY
Register an Item Registration # 2053532 Title: American Psycho III	05/03/20	05/03/25	SCREENPLAY

Registration is valid for five years and may be renewed three months before the expiration date and up to three months after. Registrations that are not renewed during the renewal period are not renewable or accessible.

Registration Number
TXu 2-280-180
Effective Date of Registration:
July 20, 2021
Registration Decision Date:
October 05, 2021

Copyright Registration for a Group of Unpublished Works

Registration issued pursuant to 37 C.F.R. § 202.4(c)

Title

Title of Group: It's Dark Inside and 5 Other Unpublished Works

Content Title: It's Dark Inside
It's Dark Inside: Michael Bates
2222
The G.O.A.T.
The Match: The Bad Little 9
Hackers

Completion/Publication

Year of Completion: 2021

Author

- **Author:** John T Pautsch
  Author Created: Literary Works
  Citizen of: United States
  Domiciled in: United States
  Pseudonymous: Yes

Copyright Claimant

Copyright Claimant: John T Pautsch
9903 Santa Monica Blvd, 169, Beverly Hills, CA, 90212, United States

Rights and Permissions

Organization Name: THE G.O.A.T. MEDIA LLC
Email: legal@thegoat.com

Certification

Name: John Thomas Pautsch, Author
Date: July 20, 2021

Correspondence: Yes
Copyright Office notes: Regarding group registration: A group of unpublished works may be registered in the same administrative class under 202.4(c) if the following requirements have been met: 1) All the works must be unpublished; 2) the group may include up to ten works; 3) a title must be provided for each work; 4) all the works must be created by the same author or the same joint authors; 5) the authorship claimed in each work must be the same; and 6) the author and claimant for each work must be the same person or organization.

Registration Number
PAu 4-238-006
Effective Date of Registration:
September 01, 2024
Registration Decision Date:
September 30, 2024

Copyright Registration for One Work by One Author
Registration issued pursuant to 37 CFR §202.3

Title

Title of Work: DANGERFIELD

Completion/Publication

Year of Completion: 2024

Author

- **Author:** John Pautsch
  Author Created: Dramatic Work
  Citizen of: United States
  Domiciled in: United States
  Year Born: 1979

Copyright Claimant

Copyright Claimant: John Pautsch
9903 Santa Monica Blvd #169, Beverly Hills, CA, 90212

Rights and Permissions

Organization Name: The Goat Media
Name: John Thomas Pautsch

Certification

Name: John Pautsch
Date: September 01, 2024

89

Copyright Office notes: Regarding basis for registration: A work may be registered with the Single Application only if the following requirements have been met: 1) The registration covers one work; 2) The work must be created by one individual; 3) All of the material contained within the work must be created by the same individual; 4) The author and the owner of the work must be the same person, and that person must own all of the rights in the work; 5) The work cannot be a work made for hire.

Registration Number
TXu 2-506-592
Effective Date of Registration:
July 16, 2025
Registration Decision Date:
September 03, 2025

Title

Title of Work: PLUTO

Completion/Publication

Year of Completion: 2025

Author

- **Author:** John T Pautsch
  Author Created: text
  Citizen of: United States

Copyright Claimant

Copyright Claimant: John T Pautsch
9903 Santa Monica Blvd. #169, Beverly Hills, CA, 90212

Rights and Permissions

Organization Name: TGM
Address: 9903 Santa Monica Blvd. #169
Beverly Hills, CA 90212 United States

Certification

Name: John Pautsch
Date: July 16, 2025

EXHIBIT — VAI-010

VINE ALTERNATIVE INVESTMENTS x SHAMROCK

July 18, 2024

https://shamrockcap.com/media/shamrock-capital-acquires-premium-content-portfolio-from-vine-alternative-investments/

SHAMROCK MEDIA

BACK

DATE
07.18.2024

Shamrock Capital Acquires Premium Content Portfolio from Vine Alternative Investments

Transaction encompasses high quality film, television, and music rights bringing additional diversity and breadth to Shamrock's $2.4B Content Strategy

LOS ANGELES, CA - July 18, 2024 - Shamrock Capital, a Los Angeles-based investment firm specializing in media, entertainment, communications, and related sectors, today announced the acquisition of a diverse film, television, and music portfolio (the "Portfolio") from Vine Alternative Investments Group, LLC ("Vine"), a specialized asset manager focused on unique, non-correlated investment opportunities in the media and entertainment sector.

The Portfolio was acquired by Shamrock's Content Strategy, which acquires and finances premium content and media rights across film, television, music, sports, video games and

VINE
ALTERNATIVE INVESTMENTS

Item 1: Cover Page

Vine Investment Advisors, LP
Part 2A of Form ADV
The Brochure

18 Sheldrake Lane
Palm Beach Gardens, FL 33418

Phone Number: 917-512-70451

www.vinealternativeinvestments.com

Updated: March 31, 2026

This brochure provides information about the qualifications and business practices of Vine Investment Advisors, LP. If you have any questions about the contents of this brochure, please contact us at 917-512-7049. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Vine Investment Advisors, LP also is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Vine Investment Advisors, LP is 157341.

Any reference to Vine Investment Advisors, LP as a "registered investment adviser," or as being "registered," does not imply a certain level of skill, training or ability with respect to the provision of investment advisory services.

VINE
ALTERNATIVE INVESTMENTS

Item 4: Advisory Business

Vine Investment Advisors, LP (together with its affiliates described below, "Vine" or the "Firm") is a Delaware limited partnership that was formed in 2007. Vine is owned by Mr. James P. Moore, Managing Partner and Chief Executive Officer ("CEO"). In August 2024, there were material changes in the organizational structure of Vine and currently Mr. Moore is Vine's sole employee and the Firm's Chief Compliance Officer ("CCO"), Chief Operating Officer ("COO"), and Chief Investment Officer ("CIO"). All references herein to the Vine Investment Committee are references to Mr. Moore. In August 2024, All other employees of the Firm, other than Mr. Moore, terminated their employment with Vine, and become employees of High Point Media Advisors ("High Point"). Vine and High Point entered into a service agreement pursuant to which High Point provides certain financial and Asset Valuation services to Vine consistent with the services those employees provided while employees of Vine. Mr. Moore is the sole employee of Vine and therefore serves in the roles of Chief Executive Officer, Chief Compliance Officer, Chief Operating Officer ("COO"), and Chief Investment Officer ("CIO).

Mr. Moore is referred to herein as the "Principal" of Vine. Vine, the filing advisor, and Vine Alternative Investments III, LP ("VAI III"), and Vine Alternative Investments IV, LP ("VAI IV"), all of which are registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act") pursuant to Vine's registration as "relying advisers", are submitting a single firm brochure. Vine, VAI III and VAI IV operate as a single advisory business.

Vine's objective is to create an investment management platform that is focused on providing investment opportunities that generate returns exhibiting low correlation compared to the broader capital markets. Vine attempts to achieve that objective by investing in the media and entertainment sector. Vine provides discretionary investment advisory services to its eight principal private investment funds: Vine Media Opportunities – Fund III – A, LP, Vine Media Opportunities – Fund III - A AIV, LP, Vine Media Opportunities – Fund III – B, LP, Vine Media Opportunities – Fund III, LP, Vine WestCon SPV, LP, Vine Media Opportunities – Fund IV, LP, Vine Media Opportunities – Fund IV – A AIV, LP, and Vine EC Holdings SPV LLC (each, a "Fund" and collectively, the "Funds").

Vine is based in Florida and is managed by the Principal, who brings significant experience in investment management, structured finance and media-based content investing. The Principal seeks to enhance Fund returns through active management that aligns the interests of its Funds with those of media and entertainment content providers and distributors. The core of Vine's strategy and execution lies in robust transaction diligence, sophisticated transaction analytics and active investment monitoring that incorporates:

- Extensive deal experience and proprietary modeling capabilities that provide an underwriting and negotiation advantage;
- Comprehensive legal diligence to ensure proper deal terms and investment protections; and
- Active investment management and rigorous performance monitoring to realize maximum value.

EXHIBIT — MCR-3

WIKIPEDIA PROFILE

RECENT CHANGE IN PROFILE PICTURE

PHOTO
(20-year-old-photo)
CONFIRMED IDENTITY



NEW PHOTO
DIFFERENT INDIVIDUAL

Marc Rosen (born [redacted] 1976) is an American film and television producer. He has been an executive and producer in film and television at major studios/networks as well as independent companies for 20 years. With the recent 2-hour finale of the Wachowski's SENSE8 on Netflix, Rosen has produced or executive produced over 50 hours of film and high-end ($3–$8mn/episode) *[clarification needed]* Scripted Series including THRESHOLD with David Goyer and David Heyman, SENSE8, one of streaming's first original series, with the Wachowskis, and THE AFTER with Chris Carter as one of Amazon's first pilots and series orders.

Marc Rosen



Born	[redacted] 1976 (age 50) St. Louis, Missouri, US
Education	The Bishop's School Princeton University
Occupations	Film and television producer
Years active	1998–present

Early life [edit]

Before beginning his film career in 1998, Rosen worked on the staff of Senator Dianne Feinstein. In 1994, he graduated from The Bishop's School in La Jolla, California.[1] In 1998, he graduated with honors from Princeton University with a B.A. in English literature and drama, with a minor in French. He continues to be an annual guest lecturer at Princeton University, with his "Hollywood 101" series of talks.[2]

Career [edit]

From 2012 to 2015, Rosen was the co-founder and CEO of Georgeville Television with Reliance Entertainment – the proprietors of DreamWorks. During GVTV's run, Rosen set up several projects, including *Limitless*, *The After*, *From Dusk til Dawn*, and *Zorro*.[3][4][5]

Prior to GVTV, he had exclusive producing deals in film and television – with Paramount Film and CBS TV respectively – through his Rosenobst Productions, with Lynda Obst from 2007 to 2009. During that time, Rosen set up 20 series though the CBS deal.

Leading up to those deals, from 2001 to 2007, Rosen was a senior executive and founded and ran the Warner Brothers offices of Heyday Films/David Heyman. During his tenure, he set up feature films with Christopher Nolan, David Goyer, and