

Fill in this information to identify the case:

Debtor Village Roadshow Entertainment Group USA Inc.

United States Bankruptcy Court for the: District of Delaware (State)

Case number 25-10475

Modified Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Frank N. Magid Associates, Inc. d.b.a Magid

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Magid

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

See summary page

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should payments to the creditor be sent? (if different)

Beth McCartan

Magid

8500 Normandale Lake Blvd.

Suite 630

Minneapolis, MN 55437

Contact phone 6124925099

Contact email goforth.laura@dorsey.com

Contact phone 6122160736

Contact email bmccartan@magid.com

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>71142.50</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Services provided - see attachment to proof of claim</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. Identify the property: <u>See attachment to proof of claim</u></div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/16/2025
MM / DD / YYYY

/s/Beth McCartan
Signature

Print the name of the person who is completing and signing this claim:

Name Beth McCartan
First name Middle name Last name

Title Chief Financial Officer and Chief Human Resources Officer

Company Magid
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 8500 Normandale Lake Blvd., Suite 630, Minneapolis, MN, 55437, United States

Contact phone 6122160736 Email bmccartan@magid.com



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

Debtor: 25-10475 - Village Roadshow Entertainment Group USA Inc.		
District: District of Delaware		
Creditor: Frank N. Magid Associates, Inc. d.b.a Magid c/o Laura Goforth, Dorsey + Whitney LLP 50 South Sixth Street Suite 1500 Minneapolis, MN, 55402 United States Phone: 6124925099 Phone 2: Fax: Email: goforth.laura@dorsey.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Beth McCartan Magid 8500 Normandale Lake Blvd. Suite 630 Minneapolis, MN, 55437 Phone: 6122160736 Phone 2: Fax: E-mail: bmccartan@magid.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor: Magid	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services provided - see attachment to proof of claim	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 71142.50	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See attachment to proof of claim	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Beth McCartan on 16-Apr-2025 3:00:43 p.m. Pacific Time

Title:

Chief Financial Officer and Chief Human Resources Officer

Company:

Magid

Optional Signature Address:

8500 Normandale Lake Blvd.

Suite 630

Minneapolis, MN, 55437

United States

Telephone Number:

6122160736

Email:

bmccartan@magid.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

ATTACHMENT TO PROOF OF CLAIM OF FRANK N. MAGID ASSOCIATES, INC.

Frank N. Magid Associates, Inc., d/b/a Magid (“Magid”), by its undersigned counsel, Dorsey & Whitney LLP, hereby submits this proof of claim (“Proof of Claim”) against Village Roadshow Entertainment Group USA Inc. (“VREG”), one of the debtors in the above-captioned cases, as follows:

BACKGROUND

1. Beginning in January of 2020, Magid provided comprehensive creative services (the “Design Services”) to VREG which included conceptualization of movie and television show logos and provision of visual tone related thereto in support of VREG’s sales efforts. As a part of the Design Services, Magid regularly prepared and delivered pitch materials, sales collateral, and event marketing materials to VREG’s scripted and unscripted teams.

2. In December of 2023, VREG, by email, agreed to a renewal of Magid’s Design Services. Pursuant to that email, Magid agreed to provide Design Services at an annual cost to VREG of \$121,093, for services performed beginning January 1, 2024, through and including December 31, 2024.

3. Magid invoiced VREG on a quarterly basis for the Design Services provided in 2024, and VREG paid the amounts invoiced for the first and second fiscal quarters of 2024. Magid invoiced VREG \$30,273.25 for the third fiscal quarter (the “Third Quarter Invoice”), and \$30,273.25 for the fourth fiscal quarter (the “Fourth Quarter Invoice”) but VREG failed to make either payment.

4. During the fourth fiscal quarter of 2024, VREG agreed to once again renew Magid’s Design Services for 2025. Given VREG’s nonpayment for the Design Services pursuant to the Third

Quarter Invoice and the Fourth Quarter Invoice, Magid began invoicing on a monthly—rather than quarterly—basis and sent an invoice for Design Services provided from January 1, 2025 through January 31, 2025, in the amount of \$10,596.00 (the “January Invoice” and together with the Third Quarter Invoice and the Fourth Quarter Invoice, the “Outstanding Invoices”). VREG never paid the January Invoice, and as of the date hereof, all amounts set forth in the Outstanding Invoices remain unpaid. Magid submits this Proof of Claim in the amount of \$71,142.50 which represents the total amount owed pursuant to the Outstanding Invoices. *See Exhibit 1.*

RESERVATION OF RIGHTS

5. Magid reserves its rights to amend this Proof of Claim to include other amounts.
6. Magid reserves its rights to assert a defense of setoff under the Bankruptcy Code and applicable law in the event VREG decides to pursue any potential civil claim against Magid postpetition and/or post-discharge.
7. Magid reserves all of the rights that it may now have or have anytime hereafter against VREG. The filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver of relief by Magid of its rights against any person, entity, or property; (ii) a consent by Magid to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Magid; (iii) a waiver or release of Magid’s right to trial by jury in this Court or any other court in any proceedings as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (iv) a consent by Magid to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver or release of Magid’s right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any

objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Magid; (vii) a waiver of any right to the subordination, in favor of Magid, of indebtedness or liens held by other creditors of VREG; (viii) a waiver of any right to arbitration or other dispute resolution mechanism that is otherwise applicable; (ix) a waiver of Magid's right to have any unliquidated portion of any claim determined by an applicable court other than the Bankruptcy Court; or (x) an election of remedies.

8. The filing of this Proof of Claim shall not be deemed a waiver of any claim at law or in equity that Magid may have against VREG, including the right of setoff or recoupment, and nothing contained herein shall be construed as a waiver of any rights or remedies of Magid with respect to any other claims against VREG or against any other person, entity, or property, including but not limited to a guarantor or any other non-debtor entity.

9. Magid specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Magid by VREG or any of its successors or assigns.

10. Nothing contained in the Proof of Claim shall limit the rights of Magid to file papers or pleadings, or commence any proceedings, or take any actions concerning its claims, liens, or security interest.

11. This Proof of Claim and the claims sets forth herein are not subject to subordination under any provisions of the Bankruptcy Code or otherwise.

12. Magid files this Proof of Claim without prejudice to any other claims of Magid that have been listed in the Debtors' schedules or may become listed in the Debtors' schedules.

NOTICE

- a. Notices with respect to this Proof of Claim should be served on the following:

Beth McCartan
Magid
8500 Normandale Lake Blvd
Suite 630
Minneapolis, MN 55437
(612) 216-0736
bmccartan@magid.com

with copy to:

Laura Goforth
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402
(612) 492-5099
goforth.laura@dorsey.com

Exhibit 1



8500 Normandale Lake Blvd Ste 630
Minneapolis, MN 55437
612-216-0725 Phone
952-835-3385 Fax

Steve Mosko
Village Roadshow
steve.mosko@vreg.com
rspadavecchia@vreg.com
Los Angeles, CA 90067

Invoice Number 091403
Invoice Date September 13, 2024
Invoice Terms: Due in 30 Days
PO Number
Project 1-1-01341
Customer ID VILLAGE
Page 1 of 1

Summary

VREG 2024 Managed Services

Agreement Amount: \$121,093

Scheduled Billing Amount:

September Installment	30,273.25	
Subtotal		Scheduled Billing Amount: 30,273.25
INVOICE TOTAL		<u>\$30,273.25</u>

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

Please Remit to

Frank N Magid Associates, Inc.
PO Box 1414
MI 81
Minneapolis, MN 55480

Invoice Number 091403
Invoice Date September 13, 2024
Project 1-1-01341
Customer ID VILLAGE
Invoice Total 30,273.25

AMOUNT ENCLOSED



8500 Normandale Lake Blvd Ste 630
Minneapolis, MN 55437
612-216-0725 Phone
952-835-3385 Fax

Steve Mosko
Village Roadshow
steve.mosko@vreg.com
rspadavecchia@vreg.com
Los Angeles, CA 90067

Invoice Number 091706
Invoice Date December 13, 2024
Invoice Terms: Due in 30 Days
PO Number
Project 1-1-01341
Customer ID VILLAGE
Page 1 of 1

Summary

VREG 2024 Managed Services

Agreement Amount: \$121,093

Scheduled Billing Amount:

December Installment	30,273.25	
Subtotal Scheduled Billing Amount:		30,273.25
	INVOICE TOTAL	\$30,273.25

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

Please Remit to

Frank N Magid Associates, Inc.
PO Box 1414
MI 81
Minneapolis, MN 55480

Invoice Number 091706
Invoice Date December 13, 2024
Project 1-1-01341
Customer ID VILLAGE
Invoice Total 30,273.25

AMOUNT ENCLOSED

If you have any inquiries, please contact invoicing@magid.com or 612-216-0725.



8500 Normandale Lake Blvd Ste 630
Minneapolis, MN 55437
612-216-0725 Phone
952-835-3385 Fax

Steve Mosko
Village Roadshow
steve.mosko@vreg.com
rspadavecchia@vreg.com
Los Angeles, CA 90067

Invoice Number 091821
Invoice Date January 23, 2025
Invoice Terms: Due in 30 Days
PO Number
Project 1-1-01341
Customer ID VILLAGE
Page 1 of 1

Summary
VREG 2025 Managed Services

Scheduled Billing Amount:			
January Installment		10,596.00	
Subtotal	Scheduled Billing Amount:		10,596.00
		INVOICE TOTAL	<u>\$10,596.00</u>

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

Please Remit to

Frank N Magid Associates, Inc.
PO Box 1414
MI 81
Minneapolis, MN 55480

Invoice Number 091821
Invoice Date January 23, 2025
Project 1-1-01341
Customer ID VILLAGE
Invoice Total 10,596.00

AMOUNT ENCLOSED