

Fill in this information to identify the case:Debtor Village Roadshow Films (BVI) LimitedUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-10506**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?	Warner Bros. Entertainment, Inc., et al.	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>See addendum</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	See summary page	Warner Bros. Entertainment, Inc., et al. Wayne M. Smith 4000 Warner Blvd. Burbank, CA 91505, United States
	Contact phone <u>213-430-7875</u>	Contact phone <u>818-954-6000</u>
	Contact email <u>swarren@omm.com</u>	Contact email <u>wayne.smith@wbd.com</u>
	(see summary page for notice party information)	
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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>See summary page</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" 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?	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. <u>See summary page</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <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: _____ Basis for perfection: _____ 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.) 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See Addendum and Exhibit 1</u>



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 07/16/2025
MM / DD / YYYY

/s/Wayne M. Smith
Signature

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

Name Wayne M. Smith
First name Middle name Last name

Title Executive Vice President, Legal, Warner Bros. Studios

Company Warner Bros. Entertainment, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor: 25-10506 - Village Roadshow Films (BVI) Limited District: District of Delaware				
Creditor: Warner Bros. Entertainment, Inc., et al. Steve Warren 400 South Hope Street, 19th Floor Los Angeles, CA, 90071-2811 United States Phone: 213-430-7875 Phone 2: Fax: Email: swarren@omm.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: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Warner Bros. Entertainment, Inc., et al. Wayne M. Smith 4000 Warner Blvd. Burbank, CA, 91505 United States Phone: 818-954-6000 Phone 2: Fax: E-mail: wayne.smith@wbd.com DISBURSEMENT ADDRESS </td> <td style="width: 50%;"> Warner Bros. Entertainment, Inc., et al. Wayne M. Smith 4000 Warner Blvd. Burbank, CA, 91505 United States Phone: 818-954-6000 Phone 2: Fax: E-mail: wayne.smith@wbd.com </td> </tr> </table>			Warner Bros. Entertainment, Inc., et al. Wayne M. Smith 4000 Warner Blvd. Burbank, CA, 91505 United States Phone: 818-954-6000 Phone 2: Fax: E-mail: wayne.smith@wbd.com DISBURSEMENT ADDRESS	Warner Bros. Entertainment, Inc., et al. Wayne M. Smith 4000 Warner Blvd. Burbank, CA, 91505 United States Phone: 818-954-6000 Phone 2: Fax: E-mail: wayne.smith@wbd.com
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Other Names Used with Debtor: See addendum	Amends Claim: No Acquired Claim: No			
Basis of Claim: Contract breaches, damages, and other claims as outlined in Addendum and Exhibit 1	Last 4 Digits: No	Uniform Claim Identifier:		
Total Amount of Claim: 107,609,273 Plus See Add. and Ex.1	Includes Interest or Charges: Yes			
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 Addendum and Exhibit 1	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:			
Submitted By: Wayne M. Smith on 16-Jul-2025 5:44:50 p.m. Pacific Time Title: Executive Vice President, Legal, Warner Bros. Studios Company: Warner Bros. Entertainment, Inc.				

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

In re:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10475 (TMH)

(Jointly Administered)

**ADDENDUM AND EXHIBIT 1 TO PROOFS OF CLAIM OF WARNER BROS.
ENTERTAINMENT INC., WAV DISTRIBUTION, LLC, WARNER
BROS. PRODUCTIONS LIMITED, AND WARNER MEDIA, LLC**

I. BACKGROUND²

1. On March 18, 2025 (the “Petition Date”), the above-captioned debtors and debtors in possession (each a “Debtor,” and collectively, the “Debtors”) filed petitions with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court” or “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. On June 13, 2025, the Court entered the *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (II) Approving the Form of and Manner of Notice Thereof* [Docket No. 514] (the “Bar Date Order”) setting the general deadline to file proofs of claim against the Debtors (the “Bar Date”) as 5:00 p.m. (prevailing Eastern Time) on the date that is thirty-five (35) days after entry of the Bar Date Order, which is July 18, 2025.

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.’s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/vreg>.

² Capitalized terms used but not otherwise defined in this Background section shall have the meanings ascribed to them as set forth later in this Addendum.

3. On May 22, 2025, the Debtors filed various *Schedules of Assets and Liabilities* (the “Schedules”) and *Statements of Financial Affairs* (the “SOFAs”). Specifically, the SOFAs for Debtors Village Roadshow Films (BVI) Limited (“VRF”), Village Roadshow Distribution USA Inc. (“VRD-US”), Village Roadshow Pictures North America Inc. (“VRPNA”), and Village Roadshow Films North America Inc. (“VRFNA”) identified three legal matters involving Warner Bros. Entertainment Inc. (“WBEI”) and certain of its affiliates, which include without limitation WAV Distribution, LLC (“WAV”), Warner Bros. Productions Limited (“WBPL”) and Warner Media, LLC (“Warner Media”) (such affiliates collectively together with WBEI, “Warner Bros.”).³ These matters include the Matrix Arbitration and a civil litigation proceeding before the California Superior Court (the “Village State Court Action”), both of which stem from contract disputes related to *Matrix IV* and are currently pending, and the latter of which also involves a dispute related to *Wonka*, among other things. See Dkt. Nos. 407, 413, 418, 434.⁴ They also include WBEI’s arbitration proceeding against VRF, VRPNA, and VRFNA related to *Wonka* and Village’s right to co-finance certain other derivative works. The Schedules likewise list WBEI as a creditor with a contingent, unliquidated and disputed nonpriority unsecured claim. See *id.*, Schedule E/F, Part 2, ¶ 3.

4. In addition, the Global Notes to the Schedules for Debtors VREG IP Global, LLC (“VREG IP Global”); VREG J2 Global, LLC (“VREG J2 Global”); VREG OP Global, LLC

³ The Debtors have also used “Warner Bros., a Division of Time Warner Entertainment Company, L.P.”, “Warner Bros. Pictures, a division of Time Warner Entertainment Company, L.P.”, “Warner Bros. Pictures Inc.,” “Warner Bros. Pictures, a Division of Warner Bros. Discovery,” and “WV Films IV LLC” as additional names for Warner Bros.

⁴ In addition to WBEI, WAV, and WBPL, the Village State Court Action names “Warner Media, LLC, and Does 1-20” as additional named defendants, with “Village Roadshow Distribution (BVI) Limited” named alongside VRF, VRFNA, VRPNA, and VRD-US as plaintiffs therein. While Warner Bros. has not asserted any counter-claims in connection with the Village State Court Action and is only a named defendant, for the avoidance of doubt, Warner Bros. reserves all rights and defenses, including any and all rights of setoff and recoupment, in connection therewith.

(“VREG OP Global”); VREG WW IP Global, LLC (“VREG WW IP Global”); and VREG MM2 IP Global, LLC (“VREG MM2 IP Global” and collectively with the foregoing, the “Transferees”) generally describe Debtors VRF’s, VRFNA’s and VRPNA’s purported assignments of the Derivative Rights, as transferors, to the Debtor Transferees. See Dkt. Nos. 406, 408, 410, 411, 417.

5. On July 10, 2025, the Court entered the *Order Approving Stipulation Between Warner Bros. and the Debtors Permitting Warner Bros. to File One or More Consolidated Proofs of Claim Under One Case Number* [Dkt. No. 632] (the “Warner Bros. Order and Stipulation”). Pursuant to the Warner Bros. Order and Stipulation, Warner Bros. is permitted to file one or more consolidated proofs of claim by and among multiple Warner Bros. entities against multiple Debtors for administrative convenience. Warner Bros. Order and Stipulation ¶¶ 2-3. Specifically, Warner Bros.’ filing of a proof of claim in the case of Village Roadshow Films (BVI) Limited (Case No. 25-10506 (TMH)) will be deemed to constitute the filing of such proofs of claim in each of the Debtor cases listed on Exhibit 1 to the filed proof of claim. *Id.* ¶ 2. Accordingly, Warner Bros. submits this consolidated proof of claim (the “Proof of Claim”), for administrative convenience only, for all claims owed to it by the Debtors as of the Petition Date, as set forth herein and on Exhibit 1 hereto.

II. WARNER BROS.’ CONTRACTUAL RELATIONSHIP WITH VILLAGE⁵

6. Since 1998, Warner Bros. and Village⁶ have entered into numerous agreements

⁵ As the Debtors are aware, the agreements referenced in this section are voluminous and subject to confidentiality protections. Based on information and belief, copies of these documents are, or should be, in Debtors’ possession. Accordingly, Warner Bros. has not attached them to this Proof of Claim. However, pursuant to Paragraph 8(f) of the Bar Date Order, Warner Bros. is prepared to provide copies of these documents upon reasonable request subject to the provisions set forth therein, provided that appropriate measures are in place to maintain their confidentiality, as necessary or appropriate.

⁶ “Village” refers to VRF, VRD-US, VRPNA, VRFNA, and/or Village Roadshow Distribution (BVI) Ltd. (“VRD-BVI”), as applicable. In addition, the “WB Arbitration Debtors” as used later in this Proof of Claim specifically refer to VRPNA, VRFNA, VRF, and VRD-US.

setting forth their respective rights and obligations with regard to the co-financing and co-ownership of motion-picture properties. Warner Bros. and Village have co-financed over 90 theatrical motion pictures under those arrangements. At a high level, Warner Bros. and Village agreed (1) to share in certain revenues of the co-financed films, (2) that Village will have some rights to elect to participate in co-financing of certain derivative works of certain of the co-financed films (the “Derivative Rights”), and (3) that Warner Bros. has the exclusive right to produce and exploit the co-financed films and any future derivative works of those co-financed films.

7. For each co-financed picture, Warner Bros. and Village also entered into a Rights Purchase Agreement and a Co-Ownership Agreement, which specified the terms of Village’s co-financing obligation for the picture as well as each party’s rights in that co-financed picture. Relevant here, Warner Bros. and Village entered into a *Co-Ownership Agreement with Respect to Remakes and Sequels of the Matrix* (the “Matrix Co-Ownership Agreement”) dated as of October 30, 2003, which, among other things, set forth Warner Bros.’ and Village’s rights with respect to future derivative works based on the first three *Matrix* films. Over the years, Warner Bros. and Village have amended the Co-Ownership Agreements, including the Matrix Co-Ownership Agreement, through certain Omnibus Amendments. For instance, Warner Bros. and Village entered into an *Omnibus Amendment to Co-Ownership Agreements* as of August 29, 2017 (the “2017 Omnibus Amendment”), which amended the Matrix Co-Ownership Agreement along with the other Co-Ownership Agreements. Warner Bros. and Village subsequently entered into that certain *Omnibus Amendment No. 2* dated as of November 10, 2020, which further amended the Co-Ownership Agreements (“Omnibus Amendment No. 2”). Omnibus Amendment No. 2 contains provisions that restrict Village’s ability to transfer the Derivative Rights absent Warner Bros.’ express written consent.

8. In November 2020, Village and Warner Bros. also entered into a *Second Amended*

and Restated Output Distribution Agreement (Domestic) (the “2020 Domestic Distribution Agreement,” and together with the Matrix Co-Ownership Agreement, and the 2017 Omnibus Amendment, the “Matrix Agreements”) which amended and followed the *Amended and Restated Output Distribution Agreement (Domestic)*, dated October 30, 2015 between Warner Bros. and Village. The 2020 Domestic Distribution Agreement, among other things, confirms Warner Bros.’ broad discretion and control over distribution of any co-financed motion pictures and set forth terms pursuant to which Warner Bros. must account to Village for receipts received from Warner Bros.’ exploitation of the motion pictures distributed thereunder. Warner Bros. is also a party to numerous other film rights and distribution agreements with the Debtors, including security agreements reflecting Warner Bros. security interests in picture rights, among other things.⁷

9. On November 10, 2020, Village Roadshow Entertainment Group (BVI) Limited (“VREG”) and Warner Bros. entered into two separate guaranty agreements pursuant to which VREG guaranteed obligations owed by its affiliates to Warner Bros.: (i) that certain *Amended and Restated Consolidated Undertaking and Indemnity Agreement* in favor of WBPL and other Beneficiaries (as defined therein) and (ii) that certain *Amended and Restated Undertaking and Indemnity Agreement* in favor of WBEI and other Beneficiaries (as defined therein) (collectively, the “Undertaking and Indemnity Agreements”). Under Section 2.2(d) of each of the Undertaking and Indemnity Agreements, and subject to certain exceptions therein, VREG’s liability for all Assumed Obligations, Breached Obligations, and Losses (as defined in the Undertaking and

⁷ For the avoidance of doubt, Warner Bros. reserves all rights in connection with all of such agreements, including its agreements with certain of the Debtors related to in connection with the Debtors’ Studio Business for the film “December Boys.” Certain of Warner Bros.’ distribution agreements with the Debtors, including the 2020 Domestic Distribution Agreement, the Warner F/D Agreement, the Warner Foreign Agreement and the Virtual Co-Financing Agreement are “Fundamental Contracts,” the Debtors’ interests in which were assumed and assigned to Alcon Media Group, LLC in connection with the Debtors’ Library Asset (as such term is defined in the Library Sale Order, which is also later defined herein) sale. *See* Library Sale Order ¶ 37(c). As of the date hereof, Warner Bros. is informed and believes that the Library Asset Sale has not closed. Warner Bros. also reserves all rights related to the foregoing.

Indemnity Agreements) is capped at \$50,000,000 per agreement, resulting in a total combined capped liability of not less than \$100,000,000. As a result, VREG serves as a guarantor to (i) WBEI and WAV, for the WB Arbitration Debtors' breaches and obligations in connection with the Matrix Arbitration (as defined below); (ii) WBEI, for damages owed to it by the Debtors in connection with the Wonka Arbitration (as set forth and defined below) under those agreements up to said amount, and (iii) WBEI, WAV, and the other Warner Bros.' Beneficiaries, for damages related to all other claims asserted and preserved herein, including those related to the Derivative Rights (including the transfers from Debtors' VRF, VRFNA and VRPNA to the Transferees), the Co-Ownership Agreements, and the Derivative Rights Agreements.⁸

III. ARBITRATION DISPUTES CONCERNING *MATRIX IV* AND *WONKA*

A. Overview

10. In February 2022, shortly after the fourth Matrix film, *The Matrix Resurrections* ("*Matrix IV*") was released, WBEI and WAV initiated arbitration proceedings against the WB Arbitration Debtors (the "Matrix Arbitration") for breach of contract pursuant to the Matrix Agreements and their arbitration clauses.

11. At the same time, WBEI filed a separate arbitration demand, seeking, among other things, a declaratory judgment that WBEI was not required to permit VRF, VRNPA, and VRFNA to participate in cofinancing the film *Wonka* and that VRF, VRNPA, and VRFNA right to elect to participate in the co-financing of derivative works based on other "Library Films"⁹ was subject to

⁸ The Derivative Rights Agreements include all of Warner Bros.' Co-Ownership Agreements with Village for prequels, remakes, and sequels of films, the 2017 Omnibus Amendment and the Omnibus Amendment No. 2. For the avoidance of doubt, references to "Derivative Rights" in this Addendum are in specific reference to the Derivative Rights stemming from Warner Bros. and Village agreements—the Derivative Rights Agreements.

⁹ The Library Films include, without limitation, (i) *Ocean's Eleven*, (ii) *Catwoman*, (iii) *Constantine*, (iv) *Charlie & the Chocolate Factory*, (v) *The Dukes of Hazzard*, (vi) *Ocean's Twelve*, (vii) *House of Wax*, (viii) *The Invasion*, (ix) *I Am Legend*, (x) *Get Smart*, (xi) *Ocean's 13*, (xii) *Speed Racer*, (xiii) *Sherlock Holmes*, (xiv) *Sherlock Holmes 2*, (xv) *Dark Shadows*, (xvi) *The Great Gatsby*, (xvii) *The Legend of Tarzan*, (xviii) *King Arthur: Legend of the Sword*, (xix) *Going In Style*, (xx) *Ocean's 8*, and (xxi) *Wonka*. For clarity, Village has no co-ownership rights in derivative

a number of conditions (which WBEI asserted had not been met as to *Wonka*), and included a request for certain damages (the “Wonka Arbitration”).

12. After Warner Bros. filed the *Matrix IV* and *Wonka* arbitration demands, Village filed a complaint and motion for a preliminary injunction in California state court in connection with both the *Matrix* and *Wonka* disputes as well as a separate issue related to another potential derivative television project based on the motion picture *Edge of Tomorrow*. Warner Bros. moved to compel arbitration. On May 27, 2022, the court denied Village’s request for a preliminary injunction, found that “the FAA applies,” deferred “the arbitrability issues to the arbitrator,” and granted Warner Bros.’ motion to compel arbitration.

B. WBEI’s and WAV’s Matrix Arbitration Claim

13. In July 2023, following more than a year of discovery and motion practice, the Hon. Terry Friedman (Ret.) of JAMS (the “Arbitrator”) issued a final award in the Matrix Arbitration (the “Final Award”), finding that the WB Arbitration Debtors were liable to WBEI and WAV for breach of contract. Judge Friedman also awarded Warner Bros. \$107,609,273 in damages plus pre-judgment interest and costs.

14. The WB Arbitration Debtors appealed the Arbitrator’s Final Award and, the 3-person Matrix Arbitration panel, sitting on appeal (the “Arbitration Appellate Panel”) issued an Interim Decision and Award on September 19, 2024, affirming Judge Friedman’s liability ruling. The Arbitration Appellate Panel disagreed, however, with the approach Judge Friedman took in calculating Warner Bros.’ damages and consequently ordered further proceedings on this matter to calculate Warner Bros.’ damages consistent with the Interim Decision and Award. *See*

productions of *The Lego Movie* and *Sex and the City 2*, and very limited co-ownership rights in *Joker* (only in productions where Joaquin Phoenix plays the role “Joker”). In addition, Warner Bros.’ underlying rights in the property on which the film *Edge of Tomorrow* was based have lapsed and, accordingly, any Derivative Rights have similarly lapsed.

Declaration of Wayne M. Smith in Support of Warner Bros. Entertainment Inc. 's Motion (I) for an Order, Granting Limited Relief From the Automatic Stay to Obtain its Damages Award and Judgment and (II) to Enforce Arbitration Provisions in the Matrix Agreements With the Debtors [Dkt. No. 235], ¶¶ 24-25; *see also* Mediation Order (as defined below), ¶ 2. After issuing its Interim Decision and Award, the Arbitration Appellate Panel scheduled a several-day hearing for August 2025 to determine Warner Bros.' damages consistent with the Interim Decision and Award.

15. Accordingly, pursuant to the Final Award, as of the Petition Date, the amount of damages owed to Warner Bros. in connection with its Matrix Arbitration claim is \$107,609,273, subject to additional interest and costs. In addition, as provided by the Interim Decision and Award, this amount remains subject to further arbitration proceedings. Warner Bros. hereby asserts the right to receive post-petition interest given that some or all of the obligors are solvent and that the obligations owed to it constitute cure obligations. Given the confidentiality provisions concerning the Matrix Arbitration, Warner Bros. has not affixed an itemized statement of interest, fees and/or expenses in connection with such claim, but is willing to provide such statement to (i) the Debtors, if necessary or required, in accordance with and subject to Paragraph 8(f) of the Bar Date Order and/or (ii) the Court upon request.

16. Additionally, Warner Bros. hereby asserts its setoff and recoupment rights to the fullest extent possible, without limitation or reduction in the amounts owed by Village to Warner Bros., including, but not limited to, any amounts consistent with the Interim Decision and Award.

C. WBEI's Wonka Arbitration Claim

17. The Wonka Arbitration is pending but remains stayed. WBEI has asserted certain damages against VRF, VRNPA, and VRFNA in connection with the Wonka Arbitration as set forth in WBEI's amended arbitration demand, the amounts for which have not yet been liquidated. Warner Bros. reserves all rights in connection therewith.

IV. VILLAGE FRAUDULENTLY TRANSFERS THE DERIVATIVE RIGHTS IN BREACH OF WARNER BROS.’ CONTRACTS

18. On November 28, 2023, just four months after Judge Friedman issued his Final Award, Village entered into nine separate transfers and assignment of the Derivative Rights to 90 films that it had previously co-financed with Warner Bros. to other Village entities not named in the Matrix Arbitration. Village purports to have subsequently pledged the transferred Derivative Rights as collateral to the Debtors’ prepetition noteholders (among whom include Vine—as equity holder in the Debtors’ ultimate parent, VREG) to secure over an asserted \$150 million of asserted prepetition indebtedness.¹⁰ Village’s purported assignment of these rights, without Warner Bros.’ permission and for consideration of a mere \$1 per transfer, reflected Village’s intent to move assets to entities outside of the Village respondents named in the Matrix Arbitration in an effort to potentially shield them from being used to satisfy Warner Bros.’ damages. Such fraudulent conveyances of material assets are plainly improper and strictly prohibited under California law. *See Kirkeby v. Super. Ct.*, 33 Cal. 4th 642, 648 (2004) (A fraudulent conveyance “is a transfer by the debtor of property to a third person undertaken with the intent to prevent a creditor from reaching that interest to satisfy its claim.”) (citation omitted); *see also* Cal. Civ. Proc. Code § 3439.04(a)(2) (constructive fraud demonstrated when debtor makes transfer “without receiving a reasonably equivalent value in exchange for the transfer or obligation, and . . . intended to incur, or believed or reasonably should have believed that [he] would incur, debts beyond [his] ability to pay as they became due”). Warner Bros. was the intended victim of these purported transfers,

¹⁰ *See Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral (II) Granting Liens and Superiority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (V) Granting Related Relief* [Dkt. No. 9] ¶¶ 15, 16, 21.

which were executed to cause it harm, and has a unique interest in securing the recoveries related thereto. In March and April 2024, Warner Bros. objected that Village's transfer of these Derivative Rights to entities that were not respondents in the Matrix Arbitration, for a total of \$9 in consideration, was fraudulent. In addition to hereby asserting its claims related to the alleged transfers through this Proof of Claim, Warner Bros. reserves the right to seek standing to pursue avoidance actions against both direct and indirect transferees, as well as any subsequent transferees (including the beneficiaries of any liens granted in the transferred property).

19. As a result of these transfers, Warner Bros. suffered direct harm separate and apart from the Debtors' estates. The amount of Warner Bros.' damages in connection with this harm is unliquidated, and Warner Bros.' claims for which must be preserved. Indeed, Village breached Omnibus Amendment No. 2 when it engaged in the intentional and constructive fraudulent prepetition transfers of Derivative Rights. No contractual provision set forth therein permits Village to engage in intentional fraudulent transfers to avoid Warner Bros.' arbitration judgment without consideration to VRF, VRFNA and VRPNA. And no contractual provision in Omnibus Amendment No. 2 nor any other Warner Bros.' agreement governing the Derivative Rights permit such transfers in the manner in which Village did them. Each of the Transferees induced the breach of Village's agreements with Warner Bros., actively aiding and abetting the fraudulent transfers and conspiring with Village to engage in such improper and fraudulent transactions.

20. Warner Bros. asserts that the putative transfers and related liens were invalid, ineffective, and/or avoidable. In the alternative, based upon the improper transfers, each of the Transferees is liable for Village's obligations to Warner Bros. and/or took possession of the transferred assets subject to Warner Bros.' claims, whether now existing or hereafter arising. Without limiting the generality of the foregoing, this includes all obligations related to WBEI's and WAV's Matrix Arbitration claim, WBEI's Wonka Arbitration claim and any claims as such

may be asserted by Warner Bros. should any of the Debtors hereafter attempt to reject any contracts with Warner Bros., including any Co-Ownership Agreements or any other Derivative Rights Agreements related to Warner Bros.¹¹ Warner Bros.’ damages from the improper transfers include any shortfall in payment on any claim owed to it. Warner Bros. is informed and believes that the value of the assets improperly transferred is not less than \$17.5 million.

V. VILLAGE’S BANKRUPTCY PROCEEDINGS

21. On April 25, 2025, the Court entered the *Final Order (I) Authorizing the Debtors to Obtain Post-Petition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superiority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Dkt. No. 280] (the “Final DIP Order”). Among other protections and reservations of rights in favor of Warner Bros., the Final DIP Order establishes a Warner Bros. Reserve in the amount of \$110,000,000 from the proceeds of any sale by the WB Arbitration Debtors of the Library Assets (as defined therein) and/or Derivative Rights. Final DIP Order ¶ 32. The Final DIP Order also preserves Warner Bros.’ rights to seek to have its claims (including the Matrix Arbitration claim) determined through arbitration. *Id.* ¶ 32. Warner Bros.’ claims, including any cure claims, are to be paid out of the Warner Bros. Reserve after they are liquidated. *Id.*

22. On May 12, 2025, Warner Bros. filed a motion seeking to lift the automatic stay and enforce the arbitration provisions in the Matrix Agreements to liquidate its Matrix Arbitration claim against the WB Arbitration Debtors (the “Lift Stay Motion”) [Dkt. No. 324]. The Lift Stay Motion was fully briefed by the parties and scheduled to be heard on June 18, 2025.

23. On June 17, 2025, the Debtors and Warner Bros. entered into a *Mediation and*

¹¹ Noting herein constitutes an admission that Village can reject any Co-Ownership Agreements or other Derivative Rights Agreements, or otherwise alter the rights established therein.

Automatic Stay Stipulation Between the Debtors and Warner Bros. Entertainment Inc. [Dkt. No. 539], which was approved by the Bankruptcy Court on June 18, 2025 before the hearing on the Lift Stay Motion (the “Mediation Order”) [Dkt. No. 545].

24. Under the Mediation Order, “the automatic stay [was] modified to allow Warner Bros. to proceed with the Matrix Arbitration, including the securing of any damages award against the WB Arbitration Debtors and the taking of any and all steps necessary for Warner Bros. to confirm any final award, including through any final judgment in state court if Warner Bros. so elects.” *See* Mediation Order ¶ 1. Further, it “authorized [the parties] to mediate their disputes including those covered by the Matrix Arbitration and any other issues and matters the [p]arties agree in writing to mediate.” *Id.* ¶ 5. Pursuant to the Mediation Order, the parties have resumed the Matrix Arbitration and are engaged in mediation proceedings.

25. On June 20, 2025, following Warner Bros.’ negotiations with the Debtors and Alcon to resolve its objections with the Library Asset sale, the Court entered the *Order (I) Approving the Sale of Library Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief* [Dkt. No. 562] (the “Library Sale Order”). Among other things, the Library Sale Order provides that Order shall not “alter the terms of any contract [Warner Bros.] has with any of the Debtors, including any Assumed Contracts, provided that the Cure Amounts asserted by Warner Bros. shall be paid by the Sellers as provided herein and are not Assumed Liabilities.” *Id.* ¶ 37(a)(i). Additionally, the Library Sale Order unambiguously provides that the Order does not “convey or alter in any way any Derivative Rights (as defined in the APA) related to any Warner Bros. Motion Picture, or authorize the assumption of any contract with Warner Bros. to the extent that such contract conveys any Derivative Rights.” *Id.* ¶ 37(a)(vii). The Library Sale Order also establishes that:

[T]he assumption and assignment of any contracts with Warner Bros. in connection with the sale of the Library Assets shall be conditioned on the cure of all defaults under such contracts, including without limitation, the Warner Dispute (as defined in the APA) and all amounts owing under any contract with Warner Bros. assumed by the Buyer, including with respect to the [Matrix Arbitration]” and that “the Sellers shall promptly establish the Warner Bros. Reserve out of the proceeds of the Sale in the amount of \$110 million as a condition to the Closing Effective Date for the Warner Bros.’ claims, including the Cured Obligations and those related to the Warner Dispute (which, for the avoidance of doubt, includes claims related to the Matrix Arbitration); and the Cured Obligations shall for all purposes be treated and satisfied by payment in full in cash from the Warner Bros. Reserve as Cure Claims upon the liquidation of such Claims, without the need for further motion, order of the Court, or plan confirmation. For the avoidance of doubt, upon establishment and funding of the Warner Bros. Reserve, the Cured Obligations may only be asserted against the Warner Bros. Reserve, or to the extent inadequate, the Sellers and other Debtors.

Id. ¶ 37(e).

26. Warner Bros. reserves and hereby asserts all of its rights under the foregoing orders related to its claims.

VI. RESERVATION OF RIGHTS

27. This Proof of Claim and any attachments hereto, is filed with a full reservation of rights. Warner Bros. reserves the right to amend, modify, and/or supplement further this Proof of Claim at any time and in any manner, and to file additional proofs of claim for additional claims and any and all fees, expenses, charges, or amounts, whether arising under federal or state law or under principles of equity or otherwise that may be owing to Warner Bros., that may be based on the respective rights and obligations arising under the documents described above, the relationship described therein or the same events and circumstances described herein, including, without limitation, professional fees that Warner Bros. has incurred in connection with the preparation and filing of this Proof of Claim. The Debtor(s) may also be obligated to Warner Bros. in a contingent, undetermined, and unliquidated amount with respect to any and all rights and entitlements that Warner Bros. may have for indemnification, contribution, reimbursement, or other payments (including, without limitation, damages, costs, and expenses related thereto). In addition, Warner

Bros. reserves the right to attach or bring forth additional documents supporting the Claim, including additional documents that may become available after further investigation and discovery.

28. Warner Bros.' assertion of the Claim herein is without prejudice to Warner Bros.' (a) right to assert the Claim described as an administrative expense claim against any of the Debtors under sections 503 and 507 of the Bankruptcy Code, (b) right to claim the full amount of applicable post-petition interest, as calculated in accordance with the terms of the relevant agreements, (c) right to make any Section 365(n) election at its sole discretion in the future, if and to the extent that any Warner Bros. contract is hereafter rejected, or (d) other rights under the Bankruptcy Code or otherwise, including, without limitation, any right to assert any future rejection damages claim.

29. The filing of this Proof of Claim shall not constitute: (a) a waiver or release of the rights of Warner Bros. against any of the Debtors, or any other person or property, (b) a waiver of Warner Bros.' right to contest the jurisdiction of this Court with respect to the subject matter of the Claims set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Warner Bros., except with respect to the allowance of the Claims asserted herein, (c) a release of Warner Bros.' rights 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, (d) a waiver of any right to trial by jury that Warner Bros. may have in any civil proceeding arising in or related to this these chapter 11 cases, or (e) an election of remedies or choice of law.

30. Warner Bros. reserves all of its rights related to the pending arbitration proceedings,¹² and submits nothing herein shall be deemed to be an admission or waiver of any

¹² Further detail on the pending arbitration proceedings in connection with the *Matrix IV* and *Wonka* motion pictures (and *Edge of Tomorrow*) is provided in *Warner Bros. Entertainment Inc. 's Motion (I) for an Order, Granting Limited Relief From the Automatic Stay to Obtain its Damages Award and Judgment and (II) to Enforce Arbitration Provisions*

such rights. In addition, all of Warner Bros.' rights to seek arbitration have been preserved in these proceedings. See Final DIP Order ¶ 32, Library Sale Order ¶ 37, Mediation Order ¶¶ 2, 4. Similarly, Warner Bros. reserves all of its rights related to the appropriate allocation of any asset sales proceeds among the Debtors' estates. Library Sale Order ¶ 37.

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in the Matrix Agreements With the Debtors [Dkt. No. 324] and declaration in support thereof [Dkt. No. 325]. Warner Bros. reserves all rights in connection therewith.

Exhibit 1

This Exhibit 1 is a non-exclusive summary of claims as set forth in the Proof of Claim Form 410 and Addendum thereto. It hereby incorporates by reference all terms and provisions of the Proof of Claim Form 410 and the Addendum as if set forth in full.

Warner Bros. Claimant	Debtor Against Whom the Claim Is Asserted	Case Number	Basis of Claim	Claim Amount
Warner Bros. Entertainment Inc.	Village Roadshow Distribution USA Inc.	25-10479	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
	Village Roadshow Pictures North America Inc.	25-10490	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration; damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Films North America Inc.	25-10485	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration; damages related to wrongful transfers of Derivative Rights and other potential	Unliquidated (See Addendum)

			Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	
	Village Roadshow Films (BVI) Limited	25-10506	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration; damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Distribution (BVI) Limited	25-10505	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Entertainment Group (BVI) Limited	25-10502	Undertaking & Indemnity Agreements for underlying Losses, Breached Obligations, and Assumed Obligations as defined therein	\$100,000,000
	VREG IP Global LLC	25-10478	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)

	VREG J2 Global LLC	25-10480	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG OP Global LLC	25-10483	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG WW IP Global LLC	25-10489	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG MM2 IP Global LLC	25-10482	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
WAV Distribution, LLC	Village Roadshow Distribution USA Inc.	25-10479	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
	Village Roadshow Pictures North America Inc.	25-10490	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration, damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and	Unliquidated (See Addendum)

			reservation of rights and defenses in connection with Village State Court Action	
	Village Roadshow Films North America Inc.	25-10485	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration; damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Films (BVI) Limited	25-10506	Breach of various agreements in connection with <i>Matrix IV</i> motion picture	\$107,609,273 (See Addendum)
			Damages related to <i>Wonka</i> arbitration; damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow	25-10505	Reservation of rights and defenses in connection with	Unliquidated (See Addendum)

	Distribution (BVI) Limited		Village State Court Action	
	Village Roadshow Entertainment Group (BVI) Limited	25-10502	Undertaking & Indemnity Agreements for underlying Losses, Breached Obligations, and Assumed Obligations as defined therein	\$100,000,000
	VREG IP Global LLC	25-10478	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG J2 Global LLC	25-10480	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG OP Global LLC	25-10483	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG WW IP Global LLC	25-10489	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG MM2 IP Global LLC	25-10482	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	Village Roadshow	25-10479	Reservation of rights and defenses	Unliquidated (See Addendum)

Warner Bros. Productions Limited	Distribution USA Inc.		in connection with Village State Court Action	
	Village Roadshow Pictures North America Inc.	25-10490	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Films North America Inc.	25-10485	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Films (BVI) Limited	25-10506	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims; and reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Distribution (BVI) Limited	25-10505	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Entertainment	25-10502	Undertaking & Indemnity Agreements for underlying Losses,	Unliquidated (See Addendum)

	Group (BVI) Limited		Breached Obligations, and Assumed Obligations as defined therein	
	VREG IP Global LLC	25-10478	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG J2 Global LLC	25-10480	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG OP Global LLC	25-10483	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG WW IP Global LLC	25-10489	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
	VREG MM2 IP Global LLC	25-10482	Damages related to wrongful transfers of Derivative Rights and other potential Derivative Rights related claims	Unliquidated (See Addendum)
Warner Media, LLC	Village Roadshow Distribution (BVI) Limited	25-10505	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow	25-10479	Reservation of rights and defenses in connection with	Unliquidated (See Addendum)

	Distribution USA Inc.		Village State Court Action	
	Village Roadshow Films (BVI) Limited	25-10506	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Films North America Inc.	25-10485	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)
	Village Roadshow Pictures North America Inc.	25-10490	Reservation of rights and defenses in connection with Village State Court Action	Unliquidated (See Addendum)