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16 METROPOLITAN THEATRES CORPORATION,
17 a California corporation

18 **UNITED STATES BANKRUPTCY COURT**

19 **FOR THE CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

20 In re:

21 METROPOLITAN THEATRES
22 CORPORATION, a California corporation,

23 Debtor.

24 TAX ID.: 95-1002289

FILED & ENTERED

MAR 21 2025

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY fortier DEPUTY CLERK

Case No. 2:24-bk-11569-BR

Chapter 11 (Subchapter V)

**ORDER CONFIRMING THE
DEBTOR'S
SECOND MODIFIED FIRST
AMENDED CHAPTER 11
(SUBCHAPTER V) PLAN OF
REORGANIZATION**

Confirmation Hearing:

Date: March 4, 2025

Time: 10:00 a.m.

Courtroom: Courtroom 1668
255 East Temple St.
Los Angeles, CA 90012

25 This matter came before the Court on March 4, 2024 at 10:00 a.m. (prevailing Pacific Time),
26 to consider confirmation of the *Second Modified First Amended Chapter 11 (Subchapter V) Plan of*
27 *Reorganization* [Docket No. 382] (as may be amended, supplemented, revised, or modified,
28

1 including all exhibits thereto, the “Plan”¹ filed on February 11, 2025 by the captioned debtor,
2 Metropolitan Theatres Corporation (the “Debtor”). In connection with the confirmation of the Plan,
3 the Court has considered evidence presented as well as the record of this case, the Plan and all
4 notices, exhibits, declarations and memoranda in support of the Plan, including: (i) the *Debtor’s*
5 *Brief in Support of Confirmation of Debtor’s Second Modified First Amended Chapter 11*
6 *(Subchapter V) Plan of Reorganization; Memorandum of Points and Authorities* [Docket No. 387],
7 (ii) the *Declaration of David Corwin in Support of Confirmation of Debtor’s Second Modified First*
8 *Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 385], (iii) the *Declaration*
9 *of Seth Freeman in Support of Confirmation of Debtor’s Second Modified First Amended Chapter*
10 *11 (Subchapter V) Plan of Reorganization* [Docket No. 386]; (iv) the *Declaration re: Votes* filed by
11 Donlin Rocano & Company, Inc. [Docket No. 291] (the “Voting Declaration”); (v) the *Notice of*
12 *Filing of List of Executory Contracts and Unexpired Leases to be Potentially Assumed and*
13 *Respective Cure Amounts Pursuant to Chapter 11 Plan* [Docket No. 266]; (vi) the *Notice of Hearing*
14 *to Consider Confirmation* [Docket No. 263]; (vii) the *Notice of Filing Plan Supplement to the*
15 *Debtor’s Modified First Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No.
16 273]; (viii) the *Declaration of Seth Freeman in Support of Confirmation of Debtor’s Modified First*
17 *Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 293]; (ix) *Declaration of*
18 *David Corwin in Support of Confirmation of Debtor’s Second Modified First Amended Chapter 11*
19 *(Subchapter V) Plan of Reorganization* [Docket No. 294]; (x) *Supplemental Filing in Support of*
20 *Confirmation* [Docket No. 345]; (xi) the *Notice of Filing Plan Supplement to the Debtor’s Second*
21 *Modified First Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 384]; (xii)
22 the *Supplemental Declaration of David Corwin in Support of Confirmation of Debtor’s Second*
23 *Modified First Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 390]; (xiii)
24 the *Supplemental Declaration of Seth Freeman in Support of Confirmation of Debtor’s Second*
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¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

1 *Modified First Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 386]; (xiv)
2 the *Notice of Filing of Exhibit 5 to the Declaration of David Corwin* [Docket No. 393]; (xv) the
3 *Declaration of David Corwin Regarding Status of New Financing* [Docket No. 395]; (xvi) the
4 Certificates of Service related to the foregoing, including Certificates of Service filed at Docket Nos.
5 269, 283, 296, 350 388, 389, and 394; (xvii) all other filings in support of confirmation; and (xviii)
6 oral arguments and representations made by counsel at the hearing on confirmation. Having
7 considered that all classes of creditors that were required to vote on the Plan have accepted the Plan,
8 and no objections to confirmation of the Plan have been filed or remain unresolved, after notice and
9 a hearing, and after due deliberation and sufficient cause appearing therefor, the Court finds and
10 concludes as follows:

12 **FINDINGS OF FACTS & CONCLUSIONS OF LAW²**

13 A. **Jurisdiction.** The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and
14 1334, the United States District Court’s general order of reference, and other various applicable
15 provisions of the Bankruptcy Code³ and the Federal Rules of Bankruptcy Procedure (“FRBP”).
16

17 B. **Venue.** Venue before the Court is proper under 28 U.S.C. §§ 1408 and 1409.

18 C. **Notice.** Due, adequate, and sufficient notice of the Plan and the order setting a
19 hearing on confirmation Docket Nos. 269, 283, 296, 350 388, 389, and 394 were served upon all
20 creditors, interest holders, and parties requesting notice. Accordingly, the method of service and
21 solicitation of acceptance of the Plan, notice of the hearing to consider confirmation of the Plan, and
22 notices of all other deadlines or requirements relating thereto (collectively, the “Confirmation
23 Deadlines”) were in compliance with the FRBP, were adequate and reasonable under the
24

25
26
27 ² The findings of fact and conclusions of law herein, and as set forth on the record at the hearing, constitute
28 the Court’s findings of fact and conclusions of law. To the extent any findings of fact are conclusions of
law, they are adopted as such; to the extent any conclusions of law are findings of fact, they are adopted as
such.

³ The term “Bankruptcy Code” refers to the applicable section(s) of 11 U.S.C. § 101, *et. seq.* unless
otherwise indicated.

1 circumstances of this case, and no further or additional notice of the confirmation hearing or the
2 confirmation deadlines was necessary or required.

3 D. **Objections to Confirmation.** No parties timely objected to confirmation of the Plan
4 or any such objections were resolved amicably.

5 E. **Proper Classification of Claims – 11 U.S.C. §§ 1122 and 1123.** The Plan
6 adequately and properly identifies and classifies all Claims. Pursuant to 11 U.S.C. § 1122(a), the
7 Claims placed in each class are substantially similar to other Claims in each such class. Pursuant to
8 11 U.S.C. § 1123(a)(1), valid legal and business reasons exist for the various classes of Claims
9 created under the Plan and such classification does not unfairly discriminate among holders of
10 Claims. The classification of Claims in the Plan is reasonable. Unclassified Claims are set forth in
11 Articles V, VI and VII of the Plan.
12

13 F. **Specified Unimpaired Classes – 11 U.S.C. § 1123(a)(2).** Section 1123(a)(2) is
14 satisfied because Article IX and Section 10.3 set forth that Classes 1(a), 1(b), 2, 3(a), 3(b), 5, and 6
15 are Unimpaired under the Plan.
16

17 G. **Specified Treatment of Impaired Classes – 11 U.S.C. § 1123(a)(3).** Section
18 1123(a)(3) is satisfied because Section 9.4 sets forth that Class 4 is Impaired and entitled to vote.

19 H. **No Discrimination – 11 U.S.C. § 1123(a)(4).** Section 1123(a)(4) is satisfied because
20 holders in each Class will receive the same treatment on account of their Allowed Claims except in
21 Class 4, where the Insiders have agreed to surrender a portion of their Distributions to holders of
22 Non-Insider GUC Claims.
23

24 I. **Implementation of the Plan – 11 U.S.C. § 1123(a)(5).** Section 1123(a)(5) is
25 satisfied because the Plan sets forth adequate means for the Plan's implementation. Article XIII of
26 the Plan provides the funding of the proposed Distributions and treatment of all Allowed Claims.
27 The Debtor shall use Cash on Hand (including proceeds from the DIP Loans and the New Financing)
28 to pay Administrative Claims and Cure Claims for assumed leases and executory contracts on the

Effective Date. The funds needed to make the remaining Distributions and other payments required by the Plan shall be paid from Reorganized MTC's projected Disposable Income.

J. **Non-Voting Equity Securities/Allocation of Voting Power – 11 U.S.C. § 1123(a)(6)**. Section 1123(a)(6) is inapplicable, as the Plan does not provide for the issuance of non-voting equity interests. Class 6 Claim holders are entitled to retain their equity interests.

K. **Interests of the Creditors, Equity Security Holders, & Public Policy – 11 U.S.C. § 1123(a)(7)**. The Plan contains only provisions that are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of any officer, director, or trustee under the Plan and any successor to such officer, director, or trustee.

L. **Assumption & Rejection – 11 U.S.C. § 1123(b)(2)**. Article XII of the Plan, pursuant to 11 U.S.C. § 1123(b)(2) and 11 U.S.C. § 365, provides for the assumption or rejection of any executory contract or unexpired lease of the Debtor not previously rejected or assumed under such section. The Debtor's determinations regarding the assumption and assignment of contracts are based on and within the sound business judgment of the Debtor, are necessary to the implementation of the Plan, and are in the best interests of the Debtor, its estate, holders of Claims and Interests, and other parties in interest in this case. Entry of this Confirmation Order by the Court shall constitute approval of assumption of those executory contracts and unexpired leases set forth on Exhibit C to the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code, as further provided in Article XII of the Plan. Such assumptions will be effective on the Effective Date of the Plan.

M. **Rejection Bar Date**. Those executory contracts and unexpired leases set forth on Exhibit C-2 to the Plan Supplement shall be rejected as of the Effective Date. Any Rejection Damage Claim with respect to an executory contract or unexpired lease rejected by the Debtor must be filed with the Bankruptcy Court on or before the Rejection Damages Bar Date, which shall be a date that is thirty (30) days after the Effective Date. The Debtor shall provide notice of the Rejection Damages Bar Date in a *Notice of Entry of Confirmation Order and Effective Date* (the "Effective Date Notice") that is attached hereto. The Effective Date Notice complies in form and substance

1 with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and
2 all relevant orders of the Bankruptcy Court.

3 N. **Additional Plan Provisions – 11 U.S.C. § 1123(b)(6)**. Each of the provisions of the
4 Plan is appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

5 O. **Principal Purpose of the Plan – 11 U.S.C. § 1129(d)**. The principal purpose of the
6 plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities
7 Act of 1933.

8
9 P. **Good Faith Solicitation for Purposes of 11 U.S.C. § 1125(e)**. The Debtor has
10 proposed the Plan in good faith, in compliance with the applicable provisions of the Bankruptcy
11 Code, and with the legitimate and honest purpose of maximizing the value of its estate for the benefit
12 of its stakeholders. The Plan accomplishes this goal. Accordingly, the Debtor and the other parties
13 exculpated under the Plan are entitled to the protections afforded by section 1125(e) of the
14 Bankruptcy Code and the exculpation set forth in the Plan.

15
16 Q. **Subchapter V Plan Requirements – 11 U.S.C. § 1189**. The Plan complies with 11
17 U.S.C. § 1189 because it was initially filed by the Debtor not later than 90 days after the order for
18 relief under Chapter 11 on May 28, 2024 [Docket No. 201].

19 R. **Contents of a Subchapter V Plan – 11 U.S.C. § 1190**. In compliance with § 1190,
20 the Plan includes: (1) a brief history of the business operations of the Debtor, (2) the Liquidation
21 Analysis, and (3) Plan Projections with respect to the ability of the Debtor to make payments under
22 the Plan.

23
24 S. **Satisfaction of Conditions – 11 U.S.C. § 1191(a)**. The Court finds that the Plan
25 satisfies the relevant provisions of 11 U.S.C. § 1129(a) and, as a result, is a consensual Subchapter
26 V plan under 11 U.S.C. § 1191(a). With respect to the relevant provisions of 11 U.S.C. § 1129(a),
27 the Court finds and concludes as follows:

28 i. **11 U.S.C. § 1129(a)(1) and (a)(2)**. The Plan and the Plan proponent comply with
the applicable provisions of the Bankruptcy Code.

- 1 ii. **11 U.S.C. § 1129(a)(3).** The Plan was proposed in good faith and not by any
2 means forbidden by law.
- 3 iii. **11 U.S.C. § 1129(a)(4).** Any payment made or to be made by the Debtor, for
4 services or for costs and expenses in or in connection with the case, or in
5 connection with the Plan and incident to the case, has been approved by, or is
6 subject to the approval of, the Court as reasonable.
- 7 iv. **11 U.S.C. § 1129(a)(5).** The Plan Supplement discloses the identity and
8 affiliations of any individual proposed to serve, after confirmation of the Plan, as
9 a director, officer, or voting trustee of the Debtor; and the appointment to, or
10 continuance in, such office of such individual, is consistent with the interests of
11 creditors and equity security holders, and with public policy; and the Plan
12 proponent has disclosed the identity of any insider that will be employed or
13 retained by the Reorganized MTC, and the nature of any compensation for such
14 insider.
- 15 v. **11 U.S.C. § 1129(a)(6).** Section 1123(a)(6) is inapplicable, as the Plan does not
16 provide for the issuance of non-voting equity interests. Class 6 Claim holders are
17 entitled to retain their equity interests.
- 18 vi. **11 U.S.C. § 1129(a)(7).** The Plan provides that, with respect to each impaired
19 class of claims or interests, each holder of a claim or interest of such class has
20 accepted the plan, or will receive or retain under the plan on account of such claim
21 or interest property of a value, as of the effective date of the plan, that is not less
22 than the amount that such holder would so receive or retain if the debtor were
23 liquidated under chapter 7 of this title on such date. As provided in the
24 Liquidation Analysis, liquidation under chapter 7 would result in significantly
25 smaller distributions, if any, being made to creditors than those provided for in
26 the Plan. Moreover, the only voting creditor Class has accepted the Plan.
27 Accordingly, the Plan is in the best interests of the Debtor's creditors.
- 28 vii. **11 U.S.C. § 1129(a)(8).** Section 1129(a)(8) of the Bankruptcy Code is satisfied.
The Plan provides that each class of Claims is either unimpaired or, as is the case
with Class 4, is Impaired and entitled to vote. As reflected in the Declaration of
Votes, 91.7% of Ballots submitted by Class 4 holders of General Unsecured
Claims voted to accept the Plan and 97.7%% in dollar amount voted to accept the
Plan. That is, Class 4 has accepted the Plan.

viii. **11 U.S.C. § 1129(a)(9).** Section 1129(a)(9) of the Bankruptcy Code is met as all Administrative Claims are being satisfied in accordance with Section 5.1 of the Plan. In particular:

(a) **Ordinary Course of Business Administrative Claims** – Administrative Claims incurred by the Debtor in the ordinary course of its business (that are not related to any claims under section 503(b)(9) of the Code) (the “**OCB Claims**”) will be paid on an ongoing basis in accordance with the ordinary business practices and terms between the Debtor and its creditors.

(b) **503(b)(9) Claims** – all Administrative Claims under section 503(b)(9) of the Bankruptcy Code shall either be (a) paid by the Debtor in full and in cash once Allowed or deemed Allowed or (b) in such amount and at such time as agreed to between the Debtor the holder of such Claim.

(c) **Unpaid Rent Administrative Claims** – Any Allowed Claim of a landlord under Section 365(d)(3) or Section 503(b) of the Bankruptcy Code with respect to a lease of real property that is not assumed or rejected pursuant to the Plan (“**Administrative Rent Claim**”) shall be paid by the Debtor (a) in full in cash upon entry of an order of the Bankruptcy Court allowing such Administrative Claim or (b) in such amount and at such time as agreed to between the Debtor and its landlord.

(d) **Professional Administrative Claims**”: Allowed Administrative Claims for Professional Fees (“**Professional Fees Claim**”) shall either be (a) paid by the Debtor in full in cash as a condition of the occurrence of the Effective Date, unless the holder of such Allowed Administrative Claim agrees otherwise; or (b) paid by Reorganized MTC upon entry of an order of the Bankruptcy Court allowing such Professional Fees, unless the holder of such Allowed Administrative Claim agrees otherwise.

ix. **11 U.S.C. § 1129(a)(10).** If a class of claims is impaired under the Plan, at least one class of claims that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the plan by any insider. As Voting Declaration reflects, the Plan has been accepted by the only Impaired class. Section 1129(a)(10) is therefore satisfied.

x. **11 U.S.C. § 1129(a)(11).** Section 1129(a)(11) of the Bankruptcy Code is satisfied. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor. Consummation of

the Plan is feasible based upon, among other things, the availability of the New Financing, the Second DIP Loan, and the Debtors' Plan Projections.

xi. **11 U.S.C. § 1129(a)(12)**. Section 1129(a)(12) of the Bankruptcy Code is satisfied as such provision is not applicable to this bankruptcy case.

xii. **11 U.S.C. § 1129(a)(13)**. Section 1129(a)(13) of the Bankruptcy Code is not applicable to this bankruptcy case because the Debtor does not offer any retiree benefits.

xiii. **11 U.S.C. § 1129(a)(14)**. Section 1129(a)(14) of the Bankruptcy Code is not applicable to this bankruptcy case because the Debtor does not offer any retiree benefits.

xiv. **11 U.S.C. § 1129(a)(15)**. Section 1129(a)(15) of the Bankruptcy Code is not applicable to confirmation of a plan under section 1191(a) of the Bankruptcy Code.

xv. **11 U.S.C. § 1129(a)(16)**. Section 1129(a)(16) of the Bankruptcy Code is not applicable to this bankruptcy case.

Accordingly, the Court **ORDERS**:

1. **Confirmation**. The plan is confirmed under 11 U.S.C. § 1191(a), and the Plan is incorporated into this Order by reference as if the Plan had been attached hereto as an exhibit. The failure to reference or address all or part of any particular provision of the Plan herein has no effect on the validity, binding effect, or enforceability of such provision and such provision has the same validity, binding effect, and enforceability as every other provision of the Plan. Any amendment or modifications to the Plan described or set forth in this Order are hereby approved, without further order of this Court. In the event of any inconsistency between the Plan and the provisions of this Order, the provisions of this Order shall control.

2. **Binding Effect of Plan**. Pursuant 11 U.S.C. § 1141(a), except as provided in §§ 1141(d)(2) and (3), the provisions of the Plan as of the Effective Date, bind the Debtor, and any creditor, whether or not the claim or interest of such creditor is impaired under the Plan and whether or not such creditor has accepted the Plan.

1 3. **Conditions Precedent to the Effective Date:** The Plan shall not become effective,
2 and the Effective Date shall not occur, until (a) the Confirmation Order has been entered by the
3 Bankruptcy Court and (b) the Debtor has made all payments that are required to be made on the
4 Effective Date pursuant to the Plan, as shall be reflected in the Effective Date Notice.
5 Notwithstanding anything to the contrary set forth in the Plan, the Debtor shall not be obligated to
6 establish a reserve for Professional Fees that are Allowed after the Effective Date.
7

8 4. **Re-vesting of Property.** Under 11 U.S.C. § 1141(b), as of the Effective Date, all of
9 the property of the estate shall vest in the Debtor as Reorganized MTC and Reorganized MTC shall
10 be solely entitled to acquire, and dispose of property and compromise or settle any Claims or Causes
11 of Action without the supervision or approval of the this Court and free of any restrictions of the
12 Bankruptcy Code or the Bankruptcy Rules. After confirmation of the Plan, the property dealt with
13 by the Plan is free and clear of all claims and interests of creditors.
14

15 5. **Post-Confirmation Operation of Business.** Except as otherwise provided in the
16 Plan or in this Confirmation Order, on and after the Effective Date, the Debtor as Reorganized MTC
17 may operate its business and may use, acquire, and dispose of property free of any restrictions of the
18 Bankruptcy Code and Bankruptcy Rules and in all respects as if there were no pending case under
19 any chapter or provisions of the Bankruptcy Code. The Debtor is entitled to retain and compensate
20 professionals without the necessity of further approval of this Court. Except as set forth in the Plan
21 concerning objections to claims, the Debtor may also settle or compromise any claims without Court
22 approval.
23

24 6. **Injunction and Discharge.** Except as otherwise expressly provided in the Plan or in
25 this Confirmation Order, as of the Effective Date: (i) the Debtor shall be discharged from any debt
26 to the fullest extent provided by 11 U.S.C. § 1141(d); and (ii) all holders of any discharged claims
27 against the Debtor, including those holders who were required to but failed to file a timely proof of
28 claim, are enjoined from enforcing any such claim to the fullest extent provided by 11 U.S.C. §
524(a).

1 7. **Disbursing Agent.** Reorganized MTC is named as Disbursing Agent and must make
2 all payments to holders of allowed claims as required by the Plan.

3 8. **United States Trustee Guidelines.** The Debtor as Reorganized MTC must comply
4 with the guidelines set forth by the Office of the United States Trustee until the closing of this case
5 by the issuance of a Final Decree by the Bankruptcy Court.

6 9. **Executory Contracts and Leases Generally.** Except as otherwise provided in a
7 separate order of the Court, all executory contracts and unexpired leases not otherwise assumed,
8 including those set forth on Exhibit C-2 to the Plan Supplement, are deemed rejected as of the
9 Effective Date. All contracts set forth on Exhibit C to the Plan are assumed pursuant to 11 U.S.C. §
10 1123(b)(2) and 11 U.S.C. § 365 in accordance with Article XII of the Plan.

11
12 10. **The Disney Exhibition Agreements.** The Debtor is a party to one or more Theatrical
13 Exhibition License Agreements and similar agreements or arrangements with The Walt Disney
14 Company, Twentieth Century Fox Film Corporation, and/or Searchlight Pictures, Inc., and certain
15 of their affiliates (collectively, “Disney”), pursuant to which Disney licenses films to the Debtor
16 (collectively, the “Disney Exhibition Agreements”). Notwithstanding anything to the contrary in the
17 Plan, the Plan Supplement or this Confirmation Order, (a) nothing in the Plan, the Plan Supplement
18 or this Confirmation Order is, or shall be construed as, a determination of whether the Disney
19 Exhibition Agreements are executory contracts under the Plan or the Bankruptcy Code and (b) the
20 Disney Exhibition Agreements shall revert in Reorganized pursuant to the Plan on the Effective
21 Date. The respective rights and obligations of Disney and the Debtor under the Disney Exhibition
22 Agreements (and all limitations applicable to all parties thereunder) are expressly preserved
23 following the revesting of the Disney Exhibition Agreements in the Reorganized Debtor on the
24 Effective Date.

25 Nothing contained in the Plan or this Confirmation Order shall affect Disney’s audit rights
26 or entitlement to consideration with respect to any audit amounts under the Disney Exhibition
27 Agreements to the extent not satisfied or resolved prior to the Effective Date. For the avoidance of
28

1 doubt, in connection with the revesting of the Disney Exhibition Agreements in Reorganized
2 MTC, Reorganized MTC shall remain liable for the Debtor's obligation to pay all amounts,
3 including audit amounts, that may come due under the Disney Exhibition Agreements after the
4 Effective Date that relate to any period prior to the Effective Date. The Debtor's undisputed
5 obligations to Disney that arise from the postpetition delivery of services to the Debtor pursuant to
6 the Disney Exhibition Agreements shall be deemed Allowed Administrative Claims under the Plan
7 and shall be satisfied by the Debtor in accordance with the terms of the Plan to the extent not
8 previously satisfied. Disney shall not have to make any filings for allowance of any such
9 Administrative Claims.

10 The Debtor, on behalf of itself and its estate, and Reorganized MTC, hereby waive and
11 release any and all Causes of Action, including Avoidance Actions, against Disney arising on or
12 before the Effective Date.

13 11. **Rejection Damages Bar Date.** Any party with a claim arising out of the rejection
14 of an executory contract or unexpired lease must file a proof of claim based on such rejection on or
15 before the date that is 30 days after the Effective Date (the "Rejection Damages Bar Date"). Any
16 person or entity that has a claim arising from the rejection of an executory contract or unexpired
17 lease that fails to file a proof of claim on or before the Rejection Damages Bar Date shall be forever
18 barred, estopped, and enjoined from asserting such Administrative Rent Claim against the Debtor,
19 Reorganized MTC, or their property, and such Administrative Rent Claim shall be deemed
20 discharged as of the Effective Date without the need for any objection from the Reorganized MTC
21 or any action by the Court. The Debtor shall provide notice of the Rejection Damages Bar Date in
22 the Effective Date Notice.

24 12. **Administrative Claims Bar Date (Administrative Rent Claim).** Requests for
25 payment of an Administrative Rent Claim must be filed with this Court no later than 30 days after
26 the Effective Date ("Administrative Rent Bar Date"). Holders of Administrative Rent Claims not
27 otherwise provided for under Section 9.2 of the Plan (or any other provision thereof) that are required
28 to file and serve a request for such payment but that do not file and serve such a request by the

Administrative Rent Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Rent Claim against the Debtor, Reorganized MTC, or their property, and such Administrative Rent Claim shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized MTC or any action by the Court. The Debtor shall provide notice of the Administrative Rent Bar Date in the Effective Date Notice.

13. **Administrative Claims Bar Date (Professional Fees Claim).** Requests for payment of Professional Fee Claims must be filed with this Court no later than 30 days after the Effective Date (“Professional Fees Bar Date”). Any Professional that is required to file and serve a request for such payment that does not file and serve such a request by the Professional Fees Bar Date shall be forever barred, estopped, and enjoined from asserting such Professional Fees Claim against the Debtor, Reorganized MTC, or their property, and such Professional Fees Claim shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized MTC or any action by the Court. The Debtor shall provide notice of the Professional Fees Bar Date in the Effective Date Notice.

14. **Service of Confirmation Order.** The Debtor is directed to serve a copy of this Order on (i) The Office of the United States Trustee; (ii) the Subchapter V Trustee; (iii) the creditors holding 20 largest unsecured claims; (iv.) secured creditors and their counsel, if known; (v.) parties who file with the Court and serve upon the Debtor requests for special notice in the Case; and (vi.) any non-debtor party to an executory contract or unexpired lease being assumed or rejected (the “Notice Parties”), within 48 hours of the entry of this Order.

15. **Confirmation Order Effective Immediately.** Notwithstanding any Bankruptcy Rule (including, without limitations, Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, and 9014), this Order is effective immediately upon entry and not subject to any stay.

16. **Service of Effective Date Notice.** The Effective Date Notice complies in form and substance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local

Rules, and all relevant orders of the Bankruptcy Court, and is hereby approved. The Debtor shall serve the Effective Date Notice on the Notice Parties upon the occurrence of the Effective Date.

17. **Documents Required to Effectuate Plan.** The Debtor is authorized to execute any and all documents reasonably required to effectuate the provisions of the Plan or prior Orders of this Court.

18. **Discharge of the Subchapter V Trustee.** Under 11 U.S.C. § 1183, the service of the Subchapter V Trustee in the case shall terminate when the Plan has been substantially consummated, except that the United States trustee may reappoint a trustee as needed for performance of duties under § 1183(b)(3)(C) and § 1185(a). Pursuant to Local Rule 3020-2(b), not later than 14 days after the Plan is substantially consummated, the Debtor shall file with the Court and serve on the Subchapter V Trustee, the United States trustee, and all parties in interest notice of such substantial consummation, which notice may be contained in the Effective Date Notice.

19. **Jurisdiction.** The Bankruptcy Court shall retain jurisdiction over all matters arising out of or related to this case, as more fully set forth in the Plan.

20. **Status Report.** The Debtor, as Reorganized MTC, shall file and serve on or before the 120th day after the Effective Date, July 29, 2025, a report on the status of the Plan and the payments thereunder.

IT IS SO ORDERED.

###

Date: March 21, 2025



Barry Russell
United States Bankruptcy Judge

EFFECTIVE DATE NOTICE

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METROPOLITAN THEATRES CORPORATION, a
California corporation

UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re:
METROPOLITAN THEATRES
CORPORATION, a California corporation,

Debtor.

TAX ID.: 95-1002289

Case No. 2:24-bk-11569-BR

Chapter 11 (Subchapter V)

**NOTICE OF (I) THE OCCURRENCE OF
THE EFFECTIVE DATE WITH
RESPECT TO THE PLAN; (II)
SUBSTANTIAL CONSUMMATION OF
THE PLAN; (III) BAR DATE FOR
REJECTION DAMAGES CLAIMS; (IV)
BAR DATE FOR UNAPPROVED
PROFESSIONAL FEE
ADMINISTRATIVE CLAIMS; AND (V)
BAR DATE FOR ADMINISTRATIVE
RENT CLAIMS**

Confirmation Hearing

Date: March 4, 2025
Time: 10:00 AM PT
Ctrm: Courtroom 1668
Edward R. Roybal Building
and Courthouse
255 East Temple Street
Los Angeles, CA 90012

**TO: ALL HOLDERS OF CLAIMS, EQUITY INTERESTS,
AND OTHER PARTIES IN INTEREST:**

PLEASE TAKE NOTICE that, on February 11, 2025, Metropolitan Theatres Corporation, the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11, subchapter V bankruptcy case (the “Bankruptcy Case”), filed its *Second Modified First Amended Chapter 11 (Subchapter V) Plan of Reorganization* [Docket No. 382] (the “Plan”).⁴

⁴ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

1 **PLEASE TAKE FURTHER NOTICE** that, on March 4, 2025 at 10:00 a.m. (prevailing
2 Pacific Time), the United States Bankruptcy Court for the Central District of California (the
3 “Bankruptcy Court”) held a hearing (the “Confirmation Hearing”) to consider confirmation of the
4 Plan in the Bankruptcy Case.

5 **PLEASE TAKE FURTHER NOTICE** that, at the Confirmation Hearing, the Bankruptcy
6 Court confirmed the Plan, subject to satisfaction of certain conditions (the “Confirmation
7 Conditions”).

8 **PLEASE TAKE FURTHER NOTICE** that, the Bankruptcy Court entered the *Order*
9 *Confirming the Debtor’s Second Modified First Amended Chapter 11 (Subchapter V) Plan of*
10 *Reorganization* [Docket No. ____] (the “Confirmation Order”) on March ___, 2025, after the Debtor
11 satisfied the Confirmation Conditions.

12 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Confirmation Order, the
13 Bankruptcy Court has approved certain discharges, releases, exculpations, and injunctions, as set
14 forth in detail in Article XVI of the Plan, all of which are binding on holders of Claims and Interests
15 against the Debtor.

16 **PLEASE TAKE FURTHER NOTICE** that, the Debtor has paid all Cure Claims and
17 previously Allowed Administrative Claims that were required to be paid as a condition of the
18 occurrence of the Effective Date and thus the **EFFECTIVE DATE OCCURRED ON MARCH**
19 **31, 2025.**

20 **PLEASE TAKE FURTHER NOTICE** that, the Plan has been substantially consummated.

21 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Confirmation Order, any
22 requests for payment of Professional Fee Claims that have not already been approved must be filed
23 with the Bankruptcy Court no later than **May 1, 2025** (“Professional Fees Bar Date”) and be served
24 upon the following parties so as to be received on or before the Professional Fees Bar Date: (i) the
25 Debtor, through its counsel, Loeb & Loeb LLP, 10100 Santa Monica Blvd., Los Angeles, CA 90067,
26 Attn: Lance N. Jurich; and 345 Park Avenue, New York, NY, 10154, Attn: Vadim J. Rubinstein; (ii)
27 the Subchapter V Trustee, M. Douglas Flahaut, Esq., Subchapter V Trustee, Echo Park Legal, APC,
28 210 W. Sunset Blvd. #301, Los Angeles, CA 90026; and (iii) the Office of the United States Trustee

1 for the Central District of California, Los Angeles Division, 3801 University Avenue, Suite 720,
2 Riverside, CA 92501 (Attn: Everett Green and David Shevitz) (the “Notice Parties”).

3 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Confirmation Order, requests
4 for payment of an Administrative Rent Claim (as defined in the Confirmation Order) that is not
5 otherwise provided for under Section 9.2 of the Plan (or any other provision thereof) must be filed
6 with the Bankruptcy Court no later than **May 1, 2025** (“Administrative Rent Bar Date”) and be
7 served upon the Notice Parties so as to be received on or before the Administrative Rent Bar Date.

8 **PLEASE TAKE FURTHER NOTICE that, pursuant to the Confirmation Order,**
9 **holders of Professional Fee Claims and Administrative Rent Claims that are required to file**
10 **and serve a request for allowance and payment of such Administrative Claims that do not file**
11 **and serve such a request by the Professional Fees Bar Date or Administrative Rent Bar Date,**
12 **as applicable, unless such date is extended by the Bankruptcy Court, shall forever be barred,**
13 **estopped, and enjoined from asserting such Administrative Claims against the Debtor, the**
14 **Debtor’s bankruptcy estate, Reorganized MTC, or their respective property, and such**
15 **Administrative Claims shall be deemed compromised, settled, and released as of the Effective**
16 **Date.**

17 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Confirmation Order, the
18 Debtor’s executory contracts and unexpired leases set forth on Exhibit C to the Plan were assumed
19 pursuant to sections 365(a) and 1123 of the Bankruptcy Code on the Effective Date, as further
20 provided in Article XII of the Plan, and all other executory contracts and unexpired leases not
21 previously assumed, including those appearing on Exhibit C-2 to the Plan Supplement, were rejected
22 as of the Effective Date.

23 **PLEASE TAKE FURTHER NOTICE** that, any holder of a Claim arising from the
24 rejection of an executory contract or unexpired lease pursuant to the Plan must either (a) file a
25 Proof of Claim on account of such rejection damages Claim with the Bankruptcy Court or (b)
26 submit a Proof of Claim on account of such rejection damages Claim by no later than **May 1, 2025**
27 (the “Rejection Damages Bar Date”) to the Claims and Noticing Agent at the following address:

28 **If by Regular Mail:**

Donlin, Recano & Company, Inc.
Re: Metropolitan Theatres Corp.
P.O. Box 2053

If by Messenger or Overnight Delivery:

Donlin, Recano & Company, Inc. c/o Equiniti
Re: Metropolitan Theatres Corp.
48 Wall Street 22nd Floor

New York, NY 10272-2042

New York, NY 10005

ANY CLAIMS ARISING FROM REJECTION OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE NOT FILED ON OR BEFORE THE REJECTION DAMAGES BAR DATE SHALL BE DISALLOWED PURSUANT TO THE CONFIRMATION ORDER, FOREVER BARRED FROM ASSERTION, AND SHALL NOT BE ENFORCEABLE AGAINST, AS APPLICABLE, THE DEBTOR, REORGANIZED MTC, THE DEBTOR'S ESTATE, OR PROPERTY OF THE FOREGOING PARTIES, WITHOUT THE NEED FOR ANY OBJECTION BY THE DEBTOR OR REORGANIZED MTC, AS APPLICABLE, OR FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT OR ANY OTHER ENTITY, AND ANY CLAIM ARISING OUT OF THE REJECTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE SHALL BE DEEMED FULLY SATISFIED, RELEASED, AND DISCHARGED, NOTWITHSTANDING ANYTHING IN THE SCHEDULES, IF ANY, OR A PROOF OF CLAIM TO THE CONTRARY.

PLEASE TAKE FURTHER NOTICE, the Confirmation Order and the Plan are each on file with the Clerk of the Bankruptcy Court. Copies of the Confirmation Order, the Plan, and all other documents filed in or related to the Debtor's Bankruptcy Case may be obtained free of charge at <https://www.donlinrecano.com/Clients/mtc/Index>.

Dated: [April 1, 2025]

LOEB & LOEB LLP
LANCE JURICH
VADIM J. RUBINSTEIN

By: /s/ [DRAFT]

Vadim J. Rubinstein (*pro hac vice*)

Attorneys for Debtor
METROPOLITAN THEATRES
CORPORATION