

**EXHIBIT A**

**Proposed Campbell Order**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re

OPEN ROAD FILMS, LLC, a Delaware  
limited liability company, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 18-12012 (LSS)

(Jointly Administered)

Re Docket Nos. **84, 152, 169, 249 & \_\_\_\_\_**

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER,  
PURSUANT TO BANKRUPTCY CODE SECTION 365, AUTHORIZING  
REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion [Docket No. 84] (the "Motion")<sup>2</sup> of Open Road Films, LLC and its affiliated debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Cases") for entry of an order, pursuant to sections 105(a) and 365 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to reject the contract set forth on **Exhibit 1** hereto (as amended, modified, or supplemented from time to time, and together with any schedules or addendums thereto, the "Rejected Contract"), *nunc pro tunc* to the rejection effective date set forth on **Exhibit 1** hereto (the "Rejection Effective Date"); and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that the Motion is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final

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<sup>1</sup> The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Open Road Films, LLC (4435-Del.); Open Road Releasing, LLC (4736-Del.); OR Productions LLC (5873-Del.); Briarcliff LLC (7304-Del.); Open Road International LLC (4109-Del.); and Empire Productions LLC (9375-Del.). The Debtors' address is 2049 Century Park East, 4th Floor, Los Angeles, CA 90067.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest and an appropriate exercise of the Debtors' business judgment; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contract is rejected as of the Rejection Effective Date.
3. Any claims arising out of the rejection of the Rejected Contract must be filed on or before the deadline established by the Court for filing proofs of claims in these Cases for rejection damages.
4. Within three (3) business days after entry of this Order, the Debtors shall serve this Order on the counterparty to the Rejected Contract (the "Counterparty").
5. All rights of the Debtors and their estates to contest any rejection damages claim relating to the Rejected Contract and to contest the characterization of the Rejected Contract, as executory or unexpired or not, and to contest whether the Rejected Contract may have terminated prior to the Petition Date or otherwise, are reserved. Nothing in this Order shall impair, prejudice, waive, or otherwise affect: (i) any rights of the Debtors and their estates with respect to any claims of the Counterparty; or (ii) any claims that the Debtors and their estates may have

against the Counterparty, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contract.

6. If the Debtors have deposited monies with the Counterparty as a security deposit or other arrangement, the Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order; and (iii) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The requirements of Bankruptcy Rule 6006 are satisfied.

9. The Court retains jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Order.

**EXHIBIT 1**

**Rejected Contract**

<b>Counterparty</b>	<b>Rejected Contract</b>	<b>Rejection Effective Date</b>
Bryce Campbell 14710 Burbank Blvd, #109 Sherman Oaks, CA 91411	Employment Agreement, dated July 11, 2011 <sup>1</sup>	September 6, 2018

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<sup>1</sup> This former employee was terminated prior to the Petition Date; however, the Debtors nevertheless included this Rejected Contract in the Rejection Motion out of an abundance of caution.