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*Attorneys for the Movants Disney Enterprises,
Inc., Lucasfilm Ltd. LLC, Twentieth Century
Fox Film Corporation, Warner Bros.
Entertainment Inc., MVL Film Finance, LLC,
New Line Productions, Inc., and Turner
Entertainment Co.*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

VIDANGEL, INC.,

Debtor.

Case No. 17-29073

Chapter 11

Judge Kevin R. Anderson

NOTICE OF INTENT TO ISSUE AND SERVE SUBPOENAS

Pursuant to Rule 45(a)(4) of the Federal Rules of Civil Procedure, as incorporated by Rule 9016 of the Rules of Bankruptcy Procedure, Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, Warner Bros. Entertainment Inc., MVL Film Finance

LLC, New Line Productions, Inc. and Turner Entertainment Co. (collectively the “**Studios**”), by and through their counsel of record, hereby gives notice of their intent to issue and serve a

Subpoena to Produce Documents upon the following:

PENA LEGAL, LLC
c/o Fred Pena, Registered Agent
7394 Highland Drive
Cottonwood Heights, UT 84121

A true and correct copy of the subpoena to be issued is attached hereto.

DATED this 3rd day of July, 2019.

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—and—

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—and—

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/s/ Michael R. Johnson

Michael R. Johnson

Attorneys for the Studios

CERTIFICATE OF SERVICE

I hereby certify that on July 3, 2019, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which sent notification of such filing to the electronic filing users in this case as follows:

- **J. Thomas Beckett** tbeckett@parsonsbehle.com, ecf@parsonsbehle.com; brothschild@parsonsbehle.com;kstankevitz@parsonsbehle.com
- **Michael Ronald Brown** mbrown@parsonsbehle.com
- **Laurie A. Cayton tr** laurie.cayton@usdoj.gov, James.Gee@usdoj.gov; Lindsey.Huston@usdoj.gov;Suzanne.Verhaal@usdoj.gov
- **Rose Leda Ehler** rose.ehler@mto.com, cynthia.soden@mto.com
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- **Grace S. Pusavat** gpusavat@parsonsbehle.com
- **Brian M. Rothschild** brothschild@parsonsbehle.com, ecf@parsonsbehle.com
- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov

/s/ Dianne Burton _____

UNITED STATES BANKRUPTCY COURT

Central District of Utah

In re: VidAngel, Inc., Debtor.

Case No. 17-29073

Chapter 11

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Pena Legal, LLC
c/o Fred Pena, Registered Agent
7394 Highland Drive
Cottonwood Heights, UT 84121

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

SEE ATTACHED EXHIBITS A and B

Table with 2 columns: PLACE (RAY QUINNEY & NEBEKER, Attn: Michael R. Johnson, 36 South State Street, Suite 1400, Salt Lake City, UT 84111) and DATE AND TIME: (July 19, 2019 at 4:00 p.m.)

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached - Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____ CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, Warner Bros. Entertainment Inc., MVL Film Finance, LLC, New Line Productions, Inc., and Turner Entertainment Co., the parties issuing this subpoena, are: Michael R. Johnson, Ray Quinney & Nebeker P.C., 36 South State Street, Suite 1400, Salt Lake City, UT 84111; Telephone: (801) 522-1500; email: mjohnson@rqn.com

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

1. As used herein, the term “Studios” means Disney Enterprises, Inc.; Lucasfilm Ltd. LLC; Twentieth Century Fox Film Corporation; Warner Bros. Entertainment Inc. ; MVL Film Finance LLC; New Line Productions, Inc.; and Turner Entertainment Co.

2. As used herein, the terms “VidAngel” or “Debtor” refers to VidAngel, Inc., the debtor-in-possession in Case No. 17-29073 now pending before the United States Bankruptcy Court for the District of Utah.

3. As used herein, the term “Skip” means Skip Foundation, Inc., a Utah non-profit corporation, Entity Number 11336030-0140, that was registered with the Utah Department of Commerce on June 10, 2019, and all of its members, managers, officers and attorneys, including but not limited to Bill Aho.

4. As used here, the term “Pena Legal” means Pena Legal, LLC, a Utah limited liability company, and all of its members, managers, officers and attorneys, including but not limited to Fred Pena.

5. As used herein, the term “Harmon Ventures” means Harmon Ventures LLC, a Utah limited liability company, and all of its members, managers, officers and attorneys, including but not limited to Neal Harmon.

6. As used herein, the term “Harmon Brothers” means Harmon Brothers LLC, a Utah limited liability company, and all of its members, managers, officers and attorneys, including but not limited to Neal Harmon.

7. As used herein, the term “Transaction” means the proposed transaction between the Debtor and Skip pursuant to which the Debtor would transfer certain intellectual property assets to Skip, as reflected in a June 10, 2019 agreement between the Debtor and Skip, “in exchange for membership as a Founding Member” of Skip.

8. As used herein, the term “Relevant Time Period” means the period from January 1, 2017 to the present.

9. As used herein, the term “Communication” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise), and includes both oral and written communications.

10. As used herein, the term “Concerning” means relating to, referring to, describing, evidencing or constituting.

11. The term “Document” is used in the broadest sense and includes without limitation the following items, whether written or produced by hand, or printed or recorded or reproduced by any other mechanical process, and any and every manner of information recordation, storage, transmission, or retrieval, including, but not limited to (a) typing, handwriting, printing, or any other form of writing or marking on paper or other material; (b) tape recordings, microfilms, microfiche, and photocopies; and (c) any electronic, magnetic, or electromagnetic means of information storage and/or retrieval, including, but not limited to, electronic mail, optical storage media, computer memory chips, computer tapes, hard disks, compact discs, floppy disks, and any other storage medium used in connection with electronic data processing (together with the programming instructions and all other material necessary to understand or to use such tapes, disks, or other storage materials), and whether sent or received or neither, including without limitation contracts; agreements and understandings; communications, including intracompany communications; memos; statements; handwritten or other types of notes; correspondence; telegrams; memoranda; notices; records; books; summaries, notes, or records of telephone conversations; summaries, notes or records of personal conversations or interviews; diaries; forecasts; statistical statements; accountants’ work papers; graphs; charts; ledgers; journals; books or records of account; summaries of accounts; balance sheets; income statements; minutes or records of meetings or conferences; desk calendars; appointment books (including pocket appointment books); reports and/or summaries of interviews; reports and/or summaries of investigations; rough or scratch-pad notes; records, reports, or summaries of negotiations; studies; brochures; pamphlets; circulars; press releases; contracts; projections; drafts of any documents; working papers; marginal notations; photographs; drawings; checks (front and back); invoices, bills of lading, and other commercial

papers; tape or video recordings; computer printouts; data processing input and output; microfilms; check stubs or receipts; drafts of any of the foregoing; and any other document or writing of whatever description. As used here, “document” means the original and any nonidentical copy. Handwritten notations of any kind on the original or any copy of a document render it nonidentical.

12. As used herein, the term “Person” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

13. The following rules of construction apply to each request for production herein:

a. The singular form of the word shall be interpreted as plural wherever necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

b. The words “and” and “or” should be construed either disjunctively or conjunctively where necessary to bring within the scope of the request any information that might otherwise by construed to be outside its scope.

c. The word “any” shall be construed to include the word “all,” and the word “all” shall be construed to include the word “any.”

d. The word “each” shall be construed to include the word “every,” and “every” shall be construed to include the word “each.”

e. The words “includes” and “including” are not limiting.

If You contend that any document or any part of a document is protected from discovery by a privilege or immunity, identify such documents on a privilege log.

INSTRUCTIONS

1. These requests encompass all documents in Pena Legal’s possession, custody, or control, whether or not such documents were prepared by or for Pena Legal. Where documents in Pena Legal’s possession, custody, or control are requested or inquired of, such request or

inquiry includes documents in the possession, custody, or control of current and former direct and indirect affiliates, subsidiaries, directors, employees, representatives, agents, advisors, attorneys, accountants, auditors and consultants, all other persons or entities acting or purporting to act on behalf of Pena Legal or under its control, any other persons or entities from whom Pena Legal could obtain documents, and each of their predecessors and successors.

2. If Pena Legal contends that no documents exist concerning all or part of a request, Pena Legal should state this contention and respond as fully as possible to all parts of the request for which documents exist.

3. If Pena Legal claims that any privilege or protection excuses production of any document or part thereof, Pena Legal must expressly make such claim in writing and describe the nature of each document withheld on this ground, in sufficient detail to determine whether there is an adequate basis for invoking privilege or protection.

4. In the event that any document covered hereunder has been destroyed, discarded, or lost, Pena Legal shall inform the Studios of this in writing and provide a general description of the categories of documents destroyed or lost and the circumstances of their destruction or loss.

5. If any document cannot be produced in full, it shall be produced to the maximum extent possible and Pena Legal shall specify in writing the reasons for its inability to produce the remainder.

6. Each document is to be produced with all non-identical copies and drafts thereof in their entirety without abbreviation or redaction (other than for a claim of privilege, consistent with the Instructions herein).

7. All documents shall be produced in native electronic format together with standard-format load files (indicating any parent/child attachment relationships, Bates designation cross-reference table if applicable), and shall be produced together with all original metadata and searchable text.

8. These Requests shall be deemed to be continuing so as to require Pena Legal to supplement its responses if Pena Legal or its attorneys or agents become aware of, receive, or generate additional documents responsive to these Requests after the time of the initial response.

EXHIBIT B

DOCUMENT REQUESTS

Request for Production No. 1: All documents referring to, relating to or regarding the potential transfer, sale, license, or lease of VidAngel's technology to Skip, including but not limited to the technology that is the subject of the Transaction. For the avoidance of doubt, this request also includes all communications, whether by email, chat, text or otherwise.

Request for Production No. 2: All documents regarding or relating to any attempt to value VidAngel's technology, including but not limited to the technology that is the subject of the Transaction.

Request for Production No. 3: All draft or final term sheets, agreements, or other contracts regarding or relating to the Transaction.

Request for Production No. 4: All communications regarding or relating to the Transaction.

Request for Production No. 5: All corporate formation and other corporate documents for Skip, including but not limited to all Articles of Incorporation and By-Laws.

Request for Production No. 6: All documents referring to, relating to or describing Skip's current assets and liabilities.

Request for Production No. 7: All engagement letters by and between Pena Legal or Fred Pena, on the one hand, and Skip, VidAngel, Harmon Ventures or Harmon Brothers, on the other hand, created, generated or signed during the Relevant Time Period.

Request for Production No. 8: All documents referring to, relating to or describing any billings or invoices of Pena Legal or Fred Pena for services rendered to Skip, VidAngel, Harmon Ventures or Harmon Brothers during the Relevant Time Period.

Request for Production No. 9: All documents referring to, relating to or describing any payments or other consideration to Pena Legal or Fred Pena from Skip, VidAngel, Harmon Ventures or Harmon Brothers during the Relevant Time Period.

Request for Production No. 10: All checks, wire transfer records and other records evidencing or showing all payments or other consideration from Skip, VidAngel, Harmon Ventures or Harmon Brothers to Pena Legal or Fred Pena during the Relevant Time Period.

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