



Kristin M. Gruss  
[REDACTED]  
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February 18, 2026

**Via Email Only**

Howard Altman  
Camp Sugar, Inc.  
c/o GTBA, LLC  
[REDACTED]  
[REDACTED]  
[REDACTED]

Re: Insured: Camp Sugar, Inc.  
Policy No.: [REDACTED] (the "Policy")  
Policy Period: March 6, 2024 to March 6, 2025 (the "Policy Period")  
Matters: (1) *Amanda Ghost, et al. v. Rebel Wilson* (California Superior Court)  
(2) *Charlotte MacInnes v. Rebel Wilson* (Federal Court of Australia)  
(3) *A.I. Film Production, et al. v. Rebel Wilson, et al.* (Supreme Court of New South Wales)  
QBE File No.: [REDACTED]

Dear Mr. Altman:

On behalf of QBE Insurance Corporation ("QBE", "we", "us", "our"), I write to supplement our prior coverage letters dated December 16, 2024 and November 3, 2025, and to provide our views on: 1) the lawsuit filed by Charlotte MacInness in the Federal Court of Australia on or about September 9, 2025; and 2) the lawsuit filed by A.I. Film Production Limited ("A.I. Film"), Dunburn Debutantes Commissioning Company Pty Ltd. ("DDCC"), and Dunburn Debutants Pty Ltd. ("DD") in the Supreme Court of New South Wales in or about July 2025 (collectively, the "Australian Lawsuits").

Please allow this letter to further acknowledge QBE's receipt of correspondence from Melissa LaManna dated January 7, 2026 enclosing the Australian Lawsuits. We are directing this letter to you as the authorized representative of Camp Sugar, Inc. and Rebel Wilson. If you are not the appropriate individual to whom this letter should be addressed, please let me know the appropriate contact for future correspondence. Please direct all future communications to my attention.

In considering the request for coverage of the Australian Lawsuits, we have reviewed the above-referenced Policy, the previously noticed lawsuit filed by Amanda Ghost in California state court (the "Ghost Lawsuit"), and the information provided to us to date. Kindly refer to the Policy for its complete terms and conditions. If you assert a right to coverage under another policy issued by QBE or any other QBE North America company, please submit notice pursuant to the notice provisions contained in that policy.

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The purpose of this letter is to advise you of our position regarding coverage under the Policy. For the reasons discussed below, we agree to defend these matters under a *reservation of rights*.

### **Relevant Factual Background**

The following provides a summary of the information concerning the Australian Lawsuits provided to us to date. To the extent that our summary includes allegations, we do not suggest that we believe those allegations are true or meritorious.

#### **A. The MacInness Lawsuit**

Charlotte MacInness (“MacInness”) filed a lawsuit against Rebel Wilson (“Wilson”) alleging that MacInness acted in the leading role in the film “The Deb” (the “Film”), which premiered at the Toronto International Film Festival on September 14, 2024 but which has not yet been publicly released. MacInness alleges that Wilson directed, acted in, and was a co-producer of the Film. MacInness further alleges that Wilson is the publisher of content on two Instagram accounts: @rebelwilson and @thedebfilm. On September 23, 2024 and July 25, 2025, Wilson allegedly published defamatory statements on her personal Instagram account claiming that MacInness: (1) falsely changed her story about whether a producer on the Film behaved inappropriately towards her; (2) lied by denying that any such conduct had occurred; (3) was paid off by a producer by being promised a role in another production and a record deal; (4) lied to support the financiers of the film; and (5) lied by denying that she had ever complained to Wilson about the producer’s alleged inappropriate conduct.

MacInness alleges that, on May 16, 2025 as well as on a later date in May 2025, Wilson published defamatory statements on the Instagram account for the Film stating that MacInness had: (1) lied by denying that she ever made a complaint to Wilson about inappropriate conduct from a producer; (2) falsely changed her story that a producer had harassed her in exchange for a role in another production and a record deal; (3) supported the people blocking the release of the Film at the expense of the crew who had worked on it; (4) was paid off by a producer; and (5) had engaged in an inappropriate relationship with a producer.

MacInness alleges that her personal and professional reputation has been harmed by the dissemination of these false and defamatory statements. MacInness further alleges that Wilson breached her duty of confidence to MacInness by publishing such statements. MacInness seeks an order restraining Wilson from making any further false and defamatory statements about her, as well as damages.

#### **B. The A.I. Film Production Lawsuit**

A.I. Film, DDCC, and DD (collectively, the “A.I. Film Plaintiffs”) filed a commercial lawsuit in the Supreme Court of New South Wales in July 2025. An Amended Complaint was filed on September 24, 2025. Please provide a copy of the original complaint filed by the A.I. Film Plaintiffs. The A.I. Film Plaintiffs name Wilson and Camp Sugar Productions Pty Ltd. (“Camp Sugar”) as defendants. On February 27, 2023, A.I. Film, Wilson, and Camp Sugar allegedly agreed to jointly produce the Film, which would be directed, co-produced, and star Wilson. Thereafter, the parties allegedly entered into a number of contractual agreements for that purpose. These include a Shareholders’ Deed, a Deed of Assignment, and an Actor’s Agreement, all purportedly entered into on October 27, 2023; as well as a Director’s Agreement and a Producer’s Agreement, entered into on November 1, 2023. Shooting on the Film commenced on October 10, 2023.

Thereafter, Wilson allegedly made several defamatory statements about the A.I. Film Plaintiffs, as well as about the individual co-producers (Amanda Ghost, Gregor Cameron and Vince Holden) on her Instagram account on various dates between July 10, 2024 and September 8, 2025. In addition, Wilson allegedly published a derogatory post on the Film's Instagram account in May 2025 about MacInness. Wilson's statements include that Ghost had behaved inappropriately towards MacInness, that the individual producers were embezzling funds from the Film, and that Ghost had a pattern of bad behavior. The A.I. Film Plaintiffs further allege that several anonymous websites were published in August and September 2024, which contained additional defamatory statements about Ghost and the financier behind the Film. It is alleged that Wilson caused those websites to be published.

The A.I. Film Plaintiffs allege that Wilson's conduct was in breach of her obligations under the Shareholders' Deed, the Director's Agreement, the Producer's Agreement, and the Actor's Agreement. Wilson allegedly further breached the requirements of the Director's Agreement Inducement Letter and the Producer's Agreement Inducement Letter. The A.I. Film Plaintiffs allege that Wilson's conduct has prevented the Film from being distributed, leading to a loss of distribution revenue; reduced the market value of the Film and associated rights; rendered worthless or reduced the value of the investment of funds by A.I. Film; and damaged the reputation and goodwill of A.I. Film. The A.I. Film Plaintiffs further allege that Wilson engaged in Misleading and Deceptive Conduct and that her statements posted on social media constitute Injurious Falsehood. The A.I. Film Plaintiffs seek declaratory and injunctive relief, damages, equitable compensation, exemplary damages, costs, and interest.

### **The Policy**

QBE issued Policy No. [REDACTED] to Camp Sugar, Inc. for the Policy Period of March 6, 2024 to March 6, 2025 (the "Policy"). Pursuant to the Media Claims Made Coverage Sub-Part (the "Coverage Part") and subject to all of the terms and conditions, the Policy provides a Limit of Liability in the amount of \$2,000,000 per **Claim** and in the aggregate, subject to a \$10,000 Retention per **Claim**. The payment of **Defense Costs** reduces the Limit of Liability under the Policy.

### **Coverage Discussion**

#### **A. Insuring Agreement<sup>1</sup>**

The Insuring Agreement applicable to the Errors and Omissions Liability Coverage Part ("E&O Coverage Part") provides that "[t]he Insurer shall pay, on behalf of an **Insured**, **Loss** on account of a **Claim** first made during the **Policy Period**."

**Claim** is defined in Section V. GLOSSARY, paragraph B. of the E&O Coverage Part, in relevant part, as "any:

1. written demand for monetary or non-monetary (including injunctive) relief, including a demand for arbitration, mediation or waiving or tolling of a statute of limitations; and
2. civil proceeding, evidenced by the service of a complaint or similar pleading;

against an **Insured** for a **Wrongful Act**, including any appeal therefrom."

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<sup>1</sup> Terms that appear in **bold** are defined terms in the Policy.

**Insured** is defined in Section V. GLOSSARY, paragraph I., of the E&O Coverage Part, as “any **Company** or **Insured Person**.” **Company** is defined in Section XXII. GLOSSARY, paragraph C., of the General Terms and Conditions (“GTC”) as “the **Parent Company** and any **Subsidiary** [...]” **Company** is further defined in Endorsement 1 to the Policy as Rebel River Rampage, Inc., Rebel Wilson, an individual, The Blue Bay Trust, and Camp Sugar Productions Pty Ltd. Rebel Wilson and Camp Sugar Productions Pty Ltd. therefore qualify as **Insureds** under the Policy.

**Wrongful Act** is defined in Section IV. GLOSSARY, paragraph F. of the Media Claims Made Coverage Sub-Part, and in Section III. of the LIBRARY ACQUISITION AND DEVELOPMENT ENDORSEMENT (“LAD Endorsement”) as “any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by an **Insured**, or by any other person or entity for which the **Insured** is legally liable while engaging in **Media Activities** on or after the **Retroactive Date** and prior to the end of the **Policy Period**, including: [...] 4. defamation (including libel and slander), product disparagement or trade libel or any other tort related to disparagement or harm to character or reputation [...]” **Wrongful Act** also means, solely with regard to the **Scheduled Media**, any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed in the development of **Material** or development of **Material** acquired for development and release, broadcast, telecast, exhibition, licensing or distribution of **Material**.

**Media Activities** is defined in Section IV. GLOSSARY, paragraph D. of the Media Claims Made Coverage Sub-Part, as “solely with respect to the **Scheduled Media**, creating, preparing, producing, gathering, collecting, researching, serializing, broadcasting, disseminating, releasing, publishing, distributing, exhibiting, performing, printing or licensing of **Material**, or any **Material** created by or on behalf of an **Insured** to advertise, publicize, promote or sell the **Scheduled Media**, including any **Material** created by or on behalf of an **Insured** for any social media platform.”

**Material** is defined in Section IV. GLOSSARY, paragraph C. of the Media Claims Made Coverage Sub-Part as “the content of any communication, regardless of its nature or form or the medium by which such content is communicated.”

**Scheduled Media** is defined in relevant part in Section IV. GLOSSARY, paragraph E. of the Media Claims Made Coverage Sub-Part, and Section II. of the LAD Endorsement to mean: [...] “3. projects, programs or other productions in development or acquired for development by the **Company**; [...]” QBE understands that “The Deb” is a project, program or other production in development or acquired for development by the **Company**, and therefore qualifies as **Scheduled Media** under the Policy.

QBE acknowledges that MacInnes and the A.I. Film Plaintiffs have alleged a **Wrongful Act** arising out of **Media Activities** in connection with the content of **Material** and involving **Scheduled Media**, thereby triggering potential coverage under the Media Claims Made Coverage Part, subject to a reservation of rights.

While coverage appears to be implicated for these matters under the Media Claims Made Coverage Insuring Clause, we direct your attention to other terms, conditions and exclusions of the Policy which may limit or bar coverage for this matter.

## **B. Other Terms and Conditions**

QBE directs your attention to Section VIII. TREATMENT OF RELATED CLAIMS, of the GTC, which provides that all **Related Claims** shall be deemed a single **Claim** first made during the

policy period in which the earliest of such **Related Claims** was either first made or deemed to have been first made in accordance with Section V. REPORTING.

**Related Claims** is defined in Section XXII. GLOSSARY, paragraph O., of the GTC, as “all **Claims** based upon, arising out of or resulting from the same or related, or having a common nexus of, facts, circumstances or **Wrongful Acts**.”

The Australian Lawsuits are based upon, arise out of or result from the same or related or have a common nexus of facts, circumstances or **Wrongful Acts** as alleged in the Ghost Lawsuit. Therefore, the Australian Lawsuits are **Related Claims** to the Ghost Lawsuit, and will be considered a single **Claim** under the Policy.

QBE also directs your attention to the definition of **Loss**, which is defined in Section V. GLOSSARY, paragraph K. of the E&O Liability Coverage Part as “the amount that an **Insured** becomes legally obligated to pay on account of any **Claim** including:

1. compensatory damages;
2. judgments and settlements;
3. pre and post-judgment interest;
4. **Defense Costs**; and
5. punitive, exemplary or multiplied damages, if and to the extent that any such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages.

In determining the most favorable jurisdiction as set forth in paragraph 5 above, due consideration shall be given to the jurisdiction with a substantial relationship to the relevant **Insureds**, to the **Company**, or to the **Claim** giving rise to such damages, and the Insurer shall not challenge any opinion of independent legal counsel (mutually agreed to by the Insurer and the **Insured**) that such damages are insurable under applicable law.

**Loss** does not include any portion of such amount that constitutes any:

- (a) amount not insurable under the law pursuant to which this Coverage Part is construed;
- (b) cost incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (c) liquidated damages, except to the extent that the amount of damages is equal to the amount of **Loss** resulting from a **Wrongful Act**;
- (d) return of any fee, charge, commission, gain or other compensation paid to an **Insured**;
- (e) cost for an **Insured** to correct, re-perform or complete any **Professional Service**; or
- (f) tax, fine or penalty imposed by law.”

**Loss** is further defined in Section IV. GLOSSARY, paragraph 4, of the Media Claims Made Coverage Sub-Part, which provides that “**Loss** also does not include:

- (a) the cost of any license fee or royalty or the cost incurred to perform any obligation assumed by, or on behalf of, or with the consent of any **Insured**; and
- (b) other than **Loss** in the form of **Defense Costs**, **Loss**:

- (i) that represents the return of any fee, charge, commission, gain or other compensation paid to an **Insured**; or
- (ii) incurred by the **Company** for the retraction of **Material**.”

QBE reserves its rights with respect to the definition of **Loss**.

QBE also notes Section II. EXCLUSIONS, paragraph B. Contract, in the E&O Coverage Part, which states that no coverage shall be provided this Coverage Part for **Loss** on account of that portion of a **Claim**: B. Contract – for any liability in connection with any contract, agreement, warranty or guarantee to which an **Insured** is a party, provided that this Exclusion B shall not apply to **Loss** to the extent that such **Insured** would have been liable for such **Loss** in the absence of such contract, agreement, warranty or guarantee.

To the extent that the A.I. Film Plaintiffs’ allegations arise out of breach of contract, QBE reserves its rights under Exclusion B.

QBE directs your attention to Section IV. OTHER INSURANCE of the E&O Coverage Part, which provides as follows:

With the exception of insurance which is written specifically as excess of the Limit of Liability of this Coverage Part, this Coverage Part shall be excess of and shall not contribute with any valid and collectible insurance providing coverage for **Loss** for which this Coverage Part provides coverage, provided that any payment by an **Insured** of a retention or deductible under any such other insurance shall reduce the Retention under this Coverage Part by the amount of such payment which would otherwise have been **Loss** under this Coverage Part.

We understand that the Australian Lawsuits were also tendered to Federal Insurance and Lloyd’s. We have received a copy of Federal’s February 9, 2026 coverage letter accepting defense of the Australian Lawsuits subject to a reservation of rights. QBE reserves all of its rights under the Policy and at law with respect to the “Other Insurance” provision.

In addition, Section VII. ALLOCATION of the GTC provides that if in any **Claim**, the **Insureds** who are afforded coverage for a **Claim** incur **Loss** that is covered by this Policy and loss that is not covered by this Policy because the **Claim** includes both covered and uncovered matters, 100% of **Defense Costs** incurred by such **Insured** shall be covered **Loss**, and all other loss other than **Defense Costs** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters. Accordingly, QBE reserves the right to allocate between **Loss** and uncovered amounts.

### **Defense and Settlement**

QBE directs your attention to Section VI. DEFENSE AND SETTLEMENT, paragraph B., of the General Terms and Conditions, which provides that with respect to any **Claim** under any **Liability Coverage Part**:

1. the **Insured** shall:
  - (a) not agree to any settlement, stipulate to any judgment, incur any **Defense Costs**, admit any liability or assume any contractual obligation, without the Insurer’s prior written consent, provided that, unless otherwise stated in a particular **Liability Coverage Part**, the **Insured** may settle any **Claim**, without the Insurer’s prior

- written consent, where the amount of such settlement, including any **Defense Costs**, does not exceed the applicable Retention or Deductible;
- (b) not do anything that could prejudice the Insurer's position or its potential or actual rights of recovery; and
  - (c) agree to provide the Insurer will all information, assistance and cooperation which the Insurer may reasonably require,

provided that the failure of any **Insured** to comply with any of the requirements in paragraphs (a) through (c) above, shall not impair the rights of any **Insured Person** under this Policy; and

- 2. the Insurer:
  - (a) may make any investigation it deems reasonably necessary and may, with the consent of the **Insureds**, make any settlement of any **Claim** it deems appropriate; and
  - (b) shall not be liable for any such settlement, stipulation, incurred **Defense Costs**, admission or assumed obligation to which it has not given its prior written consent, and the Insurer shall not unreasonably withhold such consent.

QBE understands that the **Insureds** have incurred **Defense Costs** prior to tendering these matters to QBE. As noted above, QBE will not be liable for any **Defense Costs** that were incurred prior to tender of this matter. QBE reserves its rights with respect to the provisions of Section VI. DEFENSE AND SETTLEMENT.

QBE has retained Dentons Australia to defend the Australian Lawsuits. QBE further reserves its rights with respect to the definition of **Defense Costs**.

### **Conclusion**

QBE's coverage position is based on the information presently available to us. Should you have any information that you wish to provide or are aware of any other facts or circumstances that you believe would assist in our investigation or evaluation of coverage, please forward such information to us as soon as possible.

This communication is not and should not be construed as a waiver of any terms, conditions, exclusions or other provisions of the Policy, or any other policies of insurance issued by QBE or any of its affiliates. QBE expressly reserves all its rights and defenses under the Policy, at law and in equity, including without limitation, any additional rights, remedies and defenses that QBE may assert in the future. QBE reserves the right to amend, alter and/or supplement this coverage analysis should additional information be discovered or provided. QBE also acknowledges that the Insureds similarly reserve their rights under the Policy and applicable law.

While we encourage you to first contact the undersigned with any questions or concerns you may have with regard to the positions taken in this letter, the Insured may, if it wishes, have the matter reviewed by the California Department of Insurance to the extent they disagree with any or all of the above positions. Inquiries should be directed as follows:

California Department of Insurance  
 Claims Services Bureau - 11th Floor  
 300 South Spring Street  
 Los Angeles, CA 90013  
 Telephone: 1-800-927-HELP  
 1-800-927-4357

1-213-897-8921

We look forward to working with you toward a resolution of this matter. If you have any questions or comments, please feel free to contact me.

Sincerely,

Kristin M. Gruss  
Senior Claims Technical Specialist  
QBE North America

cc: Melissa LaManna ( [REDACTED] )