

## NOTICE OF FILING

### Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)  
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)  
Date of Lodgment: 25/02/2026 11:49:01 AM AEDT  
Date Accepted for Filing: 25/02/2026 11:49:10 AM AEDT  
File Number: NSD1727/2025  
File Title: CHARLOTTE MACINNES v REBEL WILSON  
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Registrar

### Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 59  
Rule 29.02(1)

## Affidavit of Vincent Charles Holden

NSD 1727 of 2025

Federal Court of Australia  
District Registry: New South Wales  
Division: General

**Charlotte MacInnes**

Applicant

**Rebel Wilson**

Respondent

Affidavit of: **Vincent Charles Holden**

Address: [REDACTED]

Occupation: Film Producer

Date: 24<sup>th</sup> February 2026

I, Vincent Charles Holden, affirm:

### Introduction

1. I am a director of A.I. Film Production Limited (**AI Film**), Dunburn Debutants Pty Ltd (**DD**), and Dunburn Debutantes Commissioning Company Pty Ltd (**DDCC**).
2. I was an executive producer of the film "*The Deb*" (**The Deb** or **the Film**).
3. I have been provided with a copy of and have read the affidavit of Rebel Wilson dated 24 December 2025 (**Rebel's Affidavit**).
4. In this affidavit, I respond to the assertions made in Rebel's Affidavit that directly refer or relate to me.
5. Exhibited to this affidavit is a paginated bundle of documents marked '**Exhibit VH-1**'.

Filed on behalf of (name & role of party)	Charlotte MacInnes, Applicant
Prepared by (name of person/lawyer)	Patrick George
Law firm (if applicable)	Giles George
Tel	1300 163 662
Fax	
Email	patrick.george@gilesgeorge.com.au   jeremy.marel@gilesgeorge.com.au
Address for service (include state and postcode)	135 King Street Sydney NSW 2000

[Form approved 01/08/2011]

## Background and experience

6. I have over 30 years' experience in the film industry in production finance and as an executive producer, including work at F.I.L.M.S Ltd (a major film media banking group), Finance Director of Company Television/Films, Head of Finance for the UK Film Council, the UK Government's lead body for film, and at AI Film.
7. I have over 50 film credits in production finance and as an executive producer, including "Premature" in 2014, "Mr. Holmes" in 2015, "I, Tonya" in 2017, "Parquet" in 2020, "Pig" in 2021, "She Came to Me" in 2023, "Manodrome" in 2023, "Tetris" in 2023, "Mad About the Boy: The Noel Coward Story" in 2023, and The Deb in 2024.
8. As an executive producer, my role typically focused (and focuses) on obtaining and structuring finance for a film at its commencement and throughout the project; arranging the sale and distribution of a film; attending to the other aspects of bringing a film to market; and chasing film revenues. I only rarely have anything to do with the "creative" aspects of a film, and only occasionally work from the set of a film.

## AI Film

9. AI Film is a film finance and production company incorporated in the UK. It is one of the "Access Industries" group of companies.
10. AI Film's main business is to arrange and provide finance for, and arrange the sale and distribution of, film projects. While AI Film is based in the UK, it finances and produces films around the world, including in Australia.
11. AI Film was incorporated in August 2013. I set it up, and have been a director and employee since it was incorporated. I am the only full-time employee of AI Film, but there are a couple of part-time employees and some consultants on retainer. I receive a salary from AI Film but do not have any ownership or other stake in the business.

## Camp Sugar

12. Camp Sugar Productions Pty Ltd (**Camp Sugar**) is Rebel Wilson's company. I understand it is partly owned by Rebel and her mother, Sue Bownds, and that each of them is also a director. In my interactions with Camp Sugar, I understood Rebel was the one primarily responsible for running Camp Sugar and directing its activities. To the best of my recollection, I did not meet or communicate with Ms Bownds during the negotiations, or during pre-production or production of The Deb, although she signed some documents on behalf of Camp Sugar.

## DDCC and DD

13. DDCC and DD are Australian companies also in the film industry. They were incorporated by AI Film and Camp Sugar to hold their interests in The Deb and to produce it.




14. I have been a director of DDCC and DD since July 2023 when they were incorporated. Although I do not have a formal title as CEO of DDCC, I was instrumental in its set up and conduct its day-to-day affairs and have done so since it was incorporated in 2023.

**Initial discussions regarding The Deb (2022)**

15. The Deb was based on a stage musical that had been co-written by Australian writer Hannah Reilly and Australian musician and songwriter Megan Washington. My understanding is that Hannah had adapted the stage musical into a screenplay.
16. On 22 July 2022, I met with Rebel at the Corinthia Hotel in London. Also at the meeting were Amanda Ghost and Gregor Cameron. Amanda and Gregor own a film, theatre, and music production company called Unigram Media Limited (**Unigram**). I had worked with Amanda and Gregor previously on other productions, including "*Kill Your Friends*" in 2015 and "*Tetris*" in 2022. Also at the meeting were Esme Thompson of Unigram and Charles Collier. Collier was Rebel's agent, who at that time was at an agency called Tavistock Wood. At the meeting, we discussed the potential framework for the Film, at a very high level, and how it might work. For example, I recall it being discussed that Rebel would direct and would co-produce and co-star in the Film; that Amanda and Gregor would also be producers; and that AI Film would finance the Film, and that, although it was too early to say for sure, the budget might be around AUD \$15 million. I do not recall there being any discussion about Rebel taking over writing duties of the script or working on the film's music (although I am aware that directors from time to time do engage with the original screenwriter to create a final polish of a script before starting production).
17. On 1 August 2022, I sent an email to Rebel, titled 'Debs – Draft Offer to finance', which set out what I described as "*an outline of our provisional offer to finance*" The Deb. A copy of this email is at pages 1-4 of Exhibit VH-1. This is the email referred to at paragraph 40 of Rebel's Affidavit.
18. On 19 August 2022, I sent an email to Collier, in which (amongst other things) I referred to the tentative budget figure of AUD \$15 million which had been mentioned in our meeting on 22 July 2022, expressed some concerns about the potential financial risks in making the Film even on a budget of AUD \$15 million, and said "*experience and counsel of others is telling me there is an absolute ceiling on what we should spend on making it*" and that I hoped my email explained "*my rationale in holding fast on the maximum budget level we should consider between us*". From the outset, I was aiming at keeping the budget below or as close as possible to AUD \$15 million (which I already thought was a lot of money to risk on a first time, untried director). A copy of this email is at pages 5-6 of Exhibit VH-1.
19. At paragraph 43 of Rebel's Affidavit, she refers to a meeting at the Corinthia Hotel in London on 30 September 2022. I was on holidays in Wales at that time and was not involved in any meeting on 30 September 2022. It may be that this was intended to be a




reference to the meeting on 22 July 2022. Rebel alleges: *"In essence, it was agreed that I would take over writing duties of the script and work on the film's music, direct and co-star in the film in exchange for AI Film financing the production"*.

20. In response to paragraph 48 of Rebel's Affidavit:

- (a) Rebel alleges: *"In around mid-October 2022, I was principally in discussions with Mr Holden, but was also having discussions with Mr Cameron and Ms Ghost, about what the budget for [the] film would look like"*. I don't recall having discussions with Rebel about the budget for the Film (other than that it was a limit of AUD \$15 million); rather, my recollection is that I was communicating mainly with Collier as her representative from 1 August 2022 (when I sent my initial email to Rebel) through to at least October 2022.
- (b) Rebel alleges: *"We also started having weekly Zoom meeting"*. We did start having weekly Zoom meetings at some stage in October 2022. For the most part, these were not particularly relevant for me as they were often about creative elements of the Film or other matters which were outside the scope of my responsibilities in terms of preparing the Film.
- (c) Rebel alleges: *"I was often given script notes by Unigram and AI Film representatives including Jan Pearson and later Danny Cohen"*. I didn't provide any input in relation to the script as I was not involved in the creative side of the preparation of the Film. Neither Jan Pearson nor Danny Cohen are employees or 'representatives' (as Rebel puts it) of AI Film.

#### **Co-Production Deal Memo (February 2023)**

- 21. In February 2023, AI Film and Ms Wilson agreed on the preliminary terms under which they would co-produce and distribute The Deb. Those terms were contained in a "Co-Production Deal Memo" dated 27 February 2023 between AI Film and Camp Sugar. It was envisaged that the arrangements in the Co-Production Deal Memo would be formalised in further legal documentation.
- 22. Amongst other things, the Co-Production Deal Memo recorded that the budget of The Deb would be agreed between the parties but would not exceed AUD \$15 million. This was the amount AI Film had agreed to provide to finance The Deb.
- 23. The Co-Production Deal Memo also recorded that the producers of The Deb would be Amanda, Gregor, and Rebel (plus a local producer to be mutually agreed between the parties (ultimately, David Jowsey and Greer Simpkin were hired as the local Australian producers)). The plan was that Unigram would effectively loan out Amanda and Gregor as producers and receive a producer's fee in return.

24. As I've noted above, AI Film and Camp Sugar incorporated DDCC and DD to hold their ownership interests in and produce The Deb. DDCC holds the parties' interests in The Deb and DD is the production company.
25. The contractual arrangements between the parties as envisaged in the Co-Production Deal Memo were formalised in a number of contracts entered into by AI Film, DDCC, DD, Camp Sugar, and Rebel - including:
- (a) a 'Shareholders' Deed' dated 27 October 2023 between AI Film, Camp Sugar and DDCC;
  - (b) an 'Actor's Agreement' dated 27 October 2023 between DD, Camp Sugar and Rebel;
  - (c) a 'Deed of Assignment' dated 27 October 2023 between Camp Sugar and DDCC;
  - (d) a 'Director's Agreement' dated 1 November 2023 between DD and Camp Sugar (Annexure A to the Director's Agreement being an "Inducement Letter" signed by Rebel); and
  - (e) a 'Producer's Agreement' dated 1 November 2023 between DD and Camp Sugar (Annexure A being an "Inducement Letter" signed by Rebel).

#### **Launch party for The Deb (May 2023)**

26. At paragraph 57 of Rebel's Affidavit, she alleges: *"On 24 May 2023, I attended the launch party for The Deb on Sir Blavatnik's yacht. He was on the yacht with Ms Ghost, Mr Cameron, Mr Holden and other invited guests including Warner Music artists, press and Screen Australia representatives."* I had been in Cannes earlier in May 2023 but had flown out on 22 May 2023 and therefore did not attend the launch party for The Deb on Sir Blavatnik's yacht.

#### **The budget for The Deb, and financing**

27. After the Co-Production Deal Memo was signed on 27 February 2023, work began on pre-production of The Deb. That work involved all the steps prior to filming, including planning the production, retaining all the necessary personnel (including, importantly, finding and hiring a local producer in Australia), preparing the budget, finalising the finance, planning the choreography, holding rehearsals, and (given this was a musical) pre-recording songs for the Film.
28. I work from Sussex, England, where I live. I stayed in England during pre-production; I never travelled to Australia. Indeed, although I was planning to visit during filming, that did not come about in the end. I have never been to Australia.
29. As I have said above, my role is focused on the financing side for a film. During this period of time after the Co-Production Deal Memo was signed in February 2023, I was focused




on finalising the finance for the Film. This is separate to preparing the budget. That was managed mostly by Gregor and Greer Simpkin (the local producer on The Deb), together with Tiare Tomaszewski (the line producer), although, as AI Film was providing the financing, I was one of the people who had to approve the budget and received updates in relation to it from time to time.

30. In my experience as an executive producer and in production finance in general, it is typical for a budget to go through multiple drafts as items are increased, reduced, shifted around, and finalised. This typically continues through pre-production and occasionally also into production until financing is formally agreed and closed.
31. That was the case for The Deb. As work progressed during pre-production, the budget evolved. Over time, I saw a number of drafts of the budget (although I do not believe I saw all of them) and had discussions with Gregor and Greer about the budget as it evolved.
32. At paragraph 63 of Rebel's Affidavit, she alleges:

*At some point in early June 2023, I attended Unigram's offices in London to meet with Ms Ghost. Since signing the Co-Production Deal Memo in February, I had repeatedly asked Ms Ghost, Mr Cameron and Mr Holden for copies of the budget. My requests went unanswered. While at Unigram's offices, I asked Mr Holden and Mr Cameron again to see a copy of the budget. I was given a hard copy of the budget to review by Mr Holden. I reviewed the budget for about five minutes before I was asked to hand it back to Mr Holden, which I did. I recall the document being long. I did not have a chance to properly digest this document. It was impossible to comprehend and retain all of the detail in such a long document in such a short amount of time. During this meeting, and during discussions on other occasions, Mr Holden was, for whatever reason, insistent that the budget always be listed as \$15 million AUD when in all prior conversations I had said that it was \$15 million USD (approximately \$22 million AUD). He mentioned something unclear to me about two contracts.*

33. In relation to the allegations in paragraph 63 of Rebel's Affidavit:
- (a) I have no recollection of Rebel having asked for the budget after signing the Co-Production Deal Memo, let alone 'repeatedly'. Particularly at this early stage in mid-2023, only very preliminary, rudimentary drafts of the budget would have been in existence.
- (b) I do recall a meeting in Unigram's offices around this time with Gregor and Rebel. There may have been other employees of Unigram there too. Someone came in with a very provisional 'budget' document. I'm not even sure if I had seen it prior to that meeting. At that very early stage in the process, the budget was always

going to be subject to change and development as things started to fall into place ahead of production.

- (c) Rebel alleges that I gave her a hard copy of the budget to review and then after about five minutes asked her to hand it back. I have no recollection of who gave the document to Rebel in that meeting. I also do not recall asking for it back, or anyone asking Rebel to give it to me. To the extent that Rebel is suggesting that I was seeking to prevent her from reviewing the document, that is untrue.
- (d) In relation to Rebel's allegation that I was, "*for whatever reason, insistent that the budget always be listed as \$15 million AUD when in all prior conversations I had said that it was \$15 million USD (approximately \$22 million AUD)*", that was because the Co-Production Deal Memo had stated "*The budget...of the Film shall be agreed between the Parties but shall not exceed AUD 15 million*". It was always expressed in Australian dollars.
- (e) I do not understand Rebel's allegation that I "*mentioned something unclear...about two contracts*". At that time, there was one contract which was the Co-Production Deal Memo.

- 34. Over time, as The Deb proceeded through pre-production, and the budget developed, it also increased. It became apparent to me that we wouldn't be able to make the Film on a budget of AUD \$15 million. The increased costs came from a number of factors, including revisions to the script, the length of the Film, and work on music and choreography. Preparation on the Film was also hampered by Rebel's decision to take a substantial role in another film (Bride Hard) during pre-production. We also lost a NSW state rebate in September 2023, which put another hole in the financing. Accordingly, the financing of this project was becoming increasingly more difficult for me to arrange.
- 35. In addition, I understand that Megan Washington, who was supposed to have a role in producing the music including all the pre-recordings, left the project at some stage early in the process in 2023 (I cannot recall precisely when). I understood this was due to a falling out with Rebel. As a result, Unigram, and in particular Amanda, had to step in to do a lot more work than was initially intended, including doing pre-recordings in England and Sydney. By "pre-recordings", I mean pre-recording all the songs so that when the Film was shot, the actors could lip synch to the songs, with those visual shots ultimately being used in the Film along with the pre-recorded audio. This was a crucial part of the production process. Amanda and Gregor proposed that they should get additional fees for that work, and I thought that was reasonable.
- 36. I also felt that AI Film should get a higher fee given that the budget was increasing beyond the agreed AUD \$15 million, meaning AI Film would have to provide or source more finance, and potentially bring in a third party financier who would be likely to demand a




fee themselves. I was acutely aware that AI Film's financing fee was fixed in the agreements at USD \$300,000, which would not be sufficient to accurately reflect AI Film's much increased investment in the Film or, if necessary, to cover a third party fee. In other words, AI Film was taking on more cost, more work to find additional funding, and substantially more risk, for the same fee.

37. For these reasons, in early September 2023, I made a proposal to Collier, amongst others, seeking agreement to all fees, including a small increase to AI Film's fee. I also proposed, following a suggestion from Greer, that AI Film's fee be split and re-designated in the budget into a financing fee and an executive producing fee. Greer had made a suggestion to the effect that the inclusion of the executive producing fee may entitle the production to claim a small increase in the tax rebate for film production activities in Australia, if AI Film ended up doing some producing work on the Film in Australia. A copy of my email to Collier dated 13 September 2023 and a copy of my follow up emails to him on 19 and 21 September 2023 are at pages 7-9 of Exhibit VH-1.
38. I corresponded with Collier in September and October 2023 about various items on the budget and draft contracts, and various concerns Rebel had about some items in the budget, writing credits, and many other things.
39. At paragraph 87 of Rebel's Affidavit, she asserts: "*I understood from Ms Simpkin that the money, which was needed to pay for production and development of the film, was only being released weekly*". In my experience, it is customary for financiers to only fund productions weekly, or drip feed the funds, at least until all contracts are signed.
40. At paragraph 109 of Rebel's Affidavit, she refers to an alleged conversation with Greer. I do not know precisely when Rebel is alleging the conversation between her and Greer occurred, so it is difficult for me to properly respond to this paragraph. She says the conversation occurred "*[i]n the weeks before shooting started*". I understand shooting started on 17 October 2023, so I take it that Rebel is alleging that the conversation occurred in the weeks prior to that in early October 2023. As to the allegations about me in that paragraph:
- (a) In relation to subparagraph 109(a), I don't know whether (as alleged by Rebel) Greer told Rebel that "*for months Vince has been telling me I can't give you the budget and I think I've just worked out why*". I do not recall ever telling Greer not to share the budget with Rebel.
- (b) In relation to subparagraph 109(b), I don't know whether (as alleged by Rebel) Greer told Rebel that "*she had grave concerns about the state of the film's budget and whether or not the movie could be produced*". I do recall Greer telling me she was worried about the budget, because we had originally agreed to finance only up to AUD \$15 million and costs were increasing beyond that level and she was




worried we might not get the budget down to that level. I tried to assure her that we had or could get the extra money and that we remained committed to making the Film and wanted it to be successful.

- (c) In relation to subparagraph 109(c), I don't know whether (as alleged by Rebel) Greer told Rebel that "*she had been told on a number of occasions by Mr Holden and Mr Cameron that they had asked her not to tell me about what was in the budget and any of the amendments they were making to it*". Again, I don't recall ever telling Greer not tell Rebel what was in the budget. As to 'amendments' to the budget, the producers controlled this process and I only ever made very minimal suggested amendments to it.
- (d) In relation to subparagraph 109(d), I don't know whether (as alleged by Rebel) Greer told Rebel "*that by taking \$900,000 from the budget and adding it to producers fees, there was a risk we would need to lose a week of filming in order to complete all of the work we needed to or otherwise we would run out of money*". If Greer did say this, however it reflects a misunderstanding as to what was being proposed. At this stage, and as I have set out above, we were discussing various fees, including Wilson's acting and directing fees. But even at this stage the budget was still in flux and had not been finalised and agreed (this didn't happen until later in October 2023).
- (e) In relation to subparagraph 109(e), I don't know whether (as alleged by Rebel) Greer told Rebel "*she had been having issues receiving payments from AI Film as money tended to be drip-fed through to DD rather than provided up front in large chunks*" which "*meant she was constantly having to 'sweet talk' and 'stay in good favour' with AI Film in order to get them to send the money when needed*". In my experience, it is not usual for financiers on independently financed films (i.e. non studio films) to provide advances of substantial amounts until the funds are actually required. I had previously had discussions with David and Greer about cash flow and how this was going to work as early as June/July 2023. I had told them, in effect, that AI Film was not going to be providing 'large chunks' of funds 'up front' (to use Rebel's words). At this point in time, Rebel had still not signed any of the relevant agreements referred to in paragraph 25 above (which were not signed until October/November 2023). This meant we had not formally reached agreement as to the terms on which Rebel would be acting, directing or producing the Film. Importantly, there had also not been any formal assignment of the rights relating to the Film to DDCC. In the absence of these agreements, continuing to fund the production required an enormous leap of faith on AI Film's behalf. The fact that AI Film had advanced a very significant sum of money – about AUD \$9.5 million – into the production before having an agreed budget, before formal



agreements were in place, and before formally acquiring the rights relating to the Film, again showed enormous good faith on AI Film's part because it exposed AI Film to an enormous risk. If the film had collapsed, Rebel undoubtedly would have not assigned over the rights, and AI Film would be left with no asset to secure its AUD \$9.5 million investment to date. Rebel seemed not to understand any of this at the time.

41. At paragraph 113 of Rebel's Affidavit, she alleges:

*The line producer of the film, Tiare Tomaszewski, had also approached me once Mr Cameron arrived in Sydney at the Callan Park offices to tell me that she had concerns about "dodgy things" with the film's budget and she mentioned Ms Ghost and Mr Holden. Ms Tomaszewski is a well-respected line producer. She also said inappropriate requests were being made to her by Mr Holden and Mr Cameron in relation to the budget and finances of the film. She said she didn't feel like it was right and felt like she needed to tell me about it.*

42. I do not know precisely when Rebel is alleging the conversation between her and Tiare occurred. I don't recall ever speaking directly with Tiare, although I may have been involved in discussions with the producers with Tiare present. I don't understand what Rebel means when she alleges that Tiare told her that she had concerns about 'dodgy things' with the budget and mentioned me and Amanda. Tiare never raised any such concerns with me. I don't recall making any requests of Tiare "in relation to the budget and finances of the film" which she might have regarded as "inappropriate". Tiare certainly never raised any concerns with me about any "inappropriate requests".
43. At paragraph 114 of Rebel's Affidavit, she alleges: "*Ms Simpkin also told me about inappropriate requests that were made of her by Mr Holden and Mr Cameron in relation to the location of expenses*". I don't understand what this allegation is intended to mean, but I deny that I made any "inappropriate requests...in relation to the location of expenses".
44. At paragraph 115 of Rebel's Affidavit, she alleges: "*During this period and in the months prior, I made a number of further requests of Mr Cameron and Mr Holden for the budget or copies of the budget for the film. I made these requests orally and on Zoom calls. I asked my representatives to ask for these documents which they also did on multiple occasions*". I have no recollection of Rebel making any such requests. My recollection generally is that she seemed to me to be entirely uninterested in the 'business' side of the Film, and only seemed interested in talking about the 'creative' side.
45. Eventually, with the date to start production looming (shooting started on 17 October 2023) and little progress being made on many issues, including the fee conversation I initiated with Collier in early September, Amanda suggested that we all jump on a Zoom call to




discuss the outstanding issues. That call occurred on 7 October 2023. On the call was myself, Amanda, Rebel, and a lawyer from Simpsons (Angela Scurrah) who was handling production legals for DD. Collier was also meant to be on the call, but when the call started, Rebel said he could not dial in because of a problem with his mobile phone. I offered to Rebel to postpone the call, and I think Angela did too, but Rebel said words to the effect that she was "fine" to proceed.

46. On that call, Rebel raised various concerns about the fees, including the additional fees proposed to be charged by Amanda and Gregor and the proposed additional fees for AI Film. The gist of what I said was that I proposed a small increase to AI Film's fee given the increase in finance required, and also that Greer had suggested that the fee be split and explained the reason why (as set out in paragraph 36 above). As to the additional fees for Amanda and Gregor, I recall Amanda said words to the effect that this was for her music producing services. Rebel responded with words to the effect that she had no issue with Amanda receiving the fees in the budget and that she recognised the amount of work Amanda had done. I ended the call by saying words to the effect that I would put together a revised fee proposal for Rebel's consideration.
47. Rebel makes various allegations about this call at paragraphs 119-120 of her affidavit. These paragraphs of Rebel's Affidavit are not accurate. In particular, Amanda and I were not 'highly aggressive' towards Rebel. Rebel alleges that Amanda and I 'demanded' that we share the stage rights to The Deb with us. This is not right. There was a discussion about the stage rights in which Amanda was asking for an option to finance, and the reality of the situation was that we had to reach an arrangement in relation to the transfer of the stage rights in order for the Film to be made. Ms Wilson is also incorrect in saying "*300 people had been employed by [her]*". She was neither a director of the company (DD) which hired the cast and crew (Gregor and I were), nor was she paying their wages (AI Film was). I was acutely aware of my responsibility towards our cast and crew, hence my eagerness to resolve the outstanding issues with Rebel. I did not say that AI Film would pull its funding of the Film if she did not comply with our 'demands' (although I also don't understand what 'demands' she is referring to). In addition, I did not accuse Rebel of not fulfilling her duties as a director and producer.
48. Given that the budget needed to increase, during this time, I was also looking for additional finance over and above the AUD \$15 million from AI Film to finance the increase. It was difficult to find external third-party financing for The Deb. The budget and financing had still not been finalised by the time shooting for the Film commenced in New South Wales on 17 October 2023 at which point AI Film had already advanced in good faith AUD \$9.5 million despite many agreements with Rebel and Camp Sugar remaining unsigned.
49. This was a stressful time for me. AI Film had already spent a substantial sum of money, and had no assignment of rights or security. I was under a lot of pressure to close the



entire financing including AI Film's internal bank loan in order to meet the ongoing costs of production of the Film. At one point I was really worried that I wouldn't be able to get the finance closed and the bank loan advanced in time to make DD's payroll for cast and crew. We had also received a demand from Hannah's legal team for non-payment of the option and the writer's fee. But I couldn't close the financing until everyone had signed the formal documentation and signed off on the final budget. I sent several emails to the other producers and Collier saying we really needed to get the documentation finalised urgently.

50. At paragraph 141 of Rebel's Affidavit, she alleges that she had a conversation with Greer in which (according to Rebel) Greer said that I had threatened to cancel AI Film's financing of the Film. This is untrue.
51. The budget was finalised on or around 20 October 2023 and Rebel agreed to it on around 22 October 2023. She sent an email saying "*Hi team, Just confirming I received a hard copy of current budget, cash flow and schedule from Greer on Friday, so no issue relating to issuance of those documents*". The final budget was AUD \$21.8 million. The additional fees that had been previously proposed for Amanda and Gregor had long since been removed from the budget by this time, leaving just Camp Sugar and Unigram's fees which were raised to AUD \$654,000 each (due to the budget increase). AI Film's fee remained at USD \$300,000 (AUD \$450,000) (plus \$75,000 for legals) as per the original Co-Production Deal Memo, despite the substantially increased investment from AI Film.
52. In the end, I sourced the additional financing required for The Deb by borrowing additional money from AI Film's bankers and by putting in another approximately AUD \$1.25 million in cash from AI Film. In addition, AI Film and Unigram deferred their respective budgeted fees (AUD \$450,000 and AUD \$654,000) in order to close the remaining financing gap around mid-November 2023. Deferring the fees was necessary in order to obtain the "completion bond" (a type of insurance product for films) which was required by the bankers in order to close the financing.
53. Rebel signed the bond company's holdback (deferment) letter on behalf of Camp Sugar, so she was aware that AI Film and Unigram had deferred their fees and wouldn't be paid. I also informed Rebel that we had done this subsequently on at least two other occasions.
54. As at the date of this affidavit, AI Film and Unigram have still not been paid any fees in relation to The Deb.

#### **Allegations involving Amanda and Charlotte**

55. I first heard of allegations that Amanda had made Charlotte MacInnes, one of the lead actors in The Deb, feel uncomfortable in a phone conversation with Amanda and Collier. I cannot now recall precisely when that conversation was, but I recall it was around the second week of October 2023, weeks after the events were said to have happened (in




early September 2023). After that phone call, I also spoke to Amanda and later Greer about the allegations.

56. Following those conversations, and after seeing an email from Charlotte's agent, I was satisfied that the allegations had been appropriately handled and that there was no substance to any suggestion of wrongdoing on Amanda's part. My understanding, based on those conversations, was that Amanda had had a medical incident at the beach that explained what had happened, and that Charlotte had confirmed that she wasn't concerned about the situation and had not been made to feel uncomfortable.
57. I have never spoken to Charlotte about the allegations. I only met Charlotte for the first time, briefly, in about mid-May 2025.

### Production of the Film

58. Shooting of the Film started on 17 October 2023.
59. At paragraph 159 of Rebel's Affidavit, she alleges she was subject to "*frequent criticism and negativity*" from Amanda and Gregor, that she was "*repeatedly subjected to criticism either directly or indirectly*" from Amanda and Gregor "*about the dailies or rushes from the day before*", and that she was "*repeatedly told*" by Amanda, Gregor and me "*that [her] work was not up to standard, that [she] was failing as a director and that [we] would withdraw [our] funding of the film*". Insofar as these allegations are made about Amanda and Gregor, I do not believe they are true and have no reason to think they are true. Insofar as these allegations are made about me, I deny them as untrue. I never told Rebel that her work was not up to standard or that she was failing as a director or that I (i.e. Al Film) would withdraw funding of the Film. To the contrary, I went out of my way to send her positive supportive texts. At that time, I was trying to preserve a friendly and professional relationship with her. At pages 10-20 of Exhibit VH-1 is a copy of my messages with Rebel from 15 October 2023 to 9 December 2023.
60. At paragraph 161 of Rebel's Affidavit, she alleges:

*One constant source of stress between me and Ms Ghost, Mr Cameron and Mr Holden was, as already addressed, the film's budget. For me, the fact that I was excluded from budget-related decisions and the concerns I had about Mr Cameron's 14 August 2023 email to Ms Simpkin made me very worried about the control and influence they had over the film's finances. One topic that regularly came up was overruns. Mr Holden, in particular, consistently complained about what he thought were unnecessary costs and overruns associated with production. I disagreed because Ms Simpkin and myself were limiting expenses. Ms Ghost had also told us to essentially 'mind our own business' and that the budget was not our concern. I was concerned that Mr Holden was trying to set up Ms Simpkin for mismanaging the budget.*




61. As far as I am aware, Rebel was never "*excluded from budget-related decisions*". In relation to overcosts, I was of course often concerned by potential overcosts. In my experience, financiers have conversations (and sometimes difficult ones) with producers all the time about cost overruns and have to make decisions on whether or not to allow them, or mitigate them, and indeed how to finance them. I was concerned throughout pre-production and production of the Film about potential overruns and costs given the strain that the already increased budget had put on AI Film's financial resources. This was part of my job as financier. It is untrue for Ms Wilson to suggest that I was trying 'to set up' Greer (whatever that means) 'for mismanaging the budget'. In fact, I was talking constantly with Greer about how to minimise and mitigate potential overcosts. Greer was very good at finding solutions and savings throughout the shoot where she could.
62. At paragraph 163 of Rebel's Affidavit, she refers to a text message which she sent me on 5 November 2023. I responded to that message on 5 November 2023. Copies of Rebel's message, and my response, are at pages 14 to 16 of Exhibit VH-1.
63. At paragraph 165 of Rebel's Affidavit, she alleges that she "*had become very concerned*" (I understand she means she had become concerned as at about 5 November 2023) "*that Mr Holden in particular was trying to portray me as a wasteful and financially irresponsible director and Ms Simpkin as someone who mismanaged the funds of the film*". It is simply not true that I was trying to portray her as a wasteful and financially irresponsible director or Greer as someone who mismanaged the funds of the Film.
64. At paragraph 166 of Rebel's Affidavit, she states that the 'weekly cost reports' "*have never shown income and receipts generated by the film – which were Australian government rebates totally over US\$6.6 million, product placement deals totally approximately US\$150,000 and a GBP£250,000 advance on a soundtrack from Warner Music*". This is true, because the costs reports show the costs of the Film. The only 'income' which would be shown on the costs reports would be income from financing sources. Given AI Film fully financed the production, the only income shown would therefore be the funding from AI Film. The Australian government rebates were received well after completion of the Film (a NSW rebate was received in July 2024 and a Screen Australia tax credit recovery was received in May 2025). That income was immediately used to repay AI Film's loan (advanced to production through late 2023) against those sources of income. The only product placement deal put in place (which was for \$100,000) did not fund until long after completion of the shoot. That funding went into The Deb production account with DD to help offset the film's overcosts.



### Post-production

65. Filming of *The Deb* wrapped up in early December 2023. It then went into post-production.
66. At paragraph 178 of Rebel's Affidavit, she alleges that on 22 January 2024 she had a call with Danny Cohen (President of Access Entertainment, which is a division of Access Industries) during which Mr Cohen asked her about the overcosts and "*said Mr Holden had told him the film was massively over budget and that it was no longer feasible to continue*". I did speak to Danny about the budget and the fact that the Film was over budget, but I did not say it was no longer feasible to continue.
67. At paragraph 183 of Rebel's Affidavit, she alleges that "*Mr Cohen was removed by Mr Holden, Ms Ghost and Mr Cameron as "Executive Producer" of the film during post-production and replaced with Sir Blavatnik*". I am aware that Mr Cohen asked not to be credited on the Film.

### Submitting *The Deb* to TIFF

68. William Morris Endeavour (WME) had been appointed as international sales agent for *The Deb* and from mid-2024 started taking steps to find buyers for *The Deb*. For the first several months, WME did the leg work on this as that was their job, but they reported on their progress to me and the other producers regularly.
69. One of the ways to find buyers for a film is by launching it at a film festival. Distributors and streaming services often attend film festivals (that is, where the general public attends), especially those with a market attached, to buy films. Launching at a festival also helps build momentum for an upcoming release.
70. In around April 2024, *The Deb* was submitted to the Toronto International Film Festival (TIFF). It was not my idea to submit *The Deb* to TIFF, but I was supportive of it. I had had a lot of success at TIFF in 2017 selling "*I, Tonya*", and I thought TIFF was a good fit for *The Deb* as well.
71. In late June 2024, I learned from WME that *The Deb* had been offered the closing night slot at TIFF for its first international premiere. I did not think the closing night slot was ideal because, in my experience, most of the buyers only attended TIFF for the first few days so by the closing night they would have all left. I recall that I asked WME to try to negotiate an earlier slot during the festival for the Film's premiere but they couldn't. This meant we (the producers and WME) had to think hard about whether or not we should accept the slot, because the costs of launching at TIFF would be significant (I thought about AUD \$200,000-250,000) but we would be getting a very poor slot from a commercial sales perspective.
72. During this time, Rebel had also raised disputes about various matters. First, Rebel was disputing the ruling of the Australian Writers Guild in relation to the writing credits for *The*




Deb. Then, on 14 June 2024, Rebel's then US attorney, Bryan Freedman of Freedman, Taitelman + Cooley, LLP, sent a letter that made a number of very serious false allegations against Amanda, Gregor and me. These included that Amanda and Gregor had forced "*a young lead actress to stay with them in their apartment and comply with their depraved sexual demands*" and that we had all embezzled approximately AUD \$900,000 from the Film's budget and had "*orchestrated a malicious and vindictive retaliatory campaign*" directed at Rebel when she reported this to Danny Cohen and Len Blavatnik. There were also other false allegations in that letter.

73. I was cautious about accepting the invitation to TIFF when Rebel was making these kinds of allegations and threatening to "go public", as I thought it could blow up at TIFF to the detriment of the Film. Ideally, I wanted to iron these issues out before we accepted a place at the festival. Unigram retained American attorneys to negotiate with Rebel and they attempted to resolve these issues.
74. Rebel also was suggesting in these negotiations that she wanted to buy The Deb. I was open to considering selling the Film to her, but as far as I am aware no credible offer was ever received.
75. These issues about cost vs. benefits of attending TIFF, and the disputes with Rebel, meant that the producers and WME didn't accept the offer from TIFF right away. I recall that we (through WME) had sought an extension from TIFF until 12 July 2024 within which to confirm whether we accepted the invitation. After a few days of negotiating, WME had managed to secure, with approval of TIFF, an additional market screening during the festival for all the buyers to attend well ahead of the premiere on the closing night, and crucially before buyers would be leaving. This notably increased the commercial utility of screening at TIFF in my view. In the end we did agree to accept the invitation from TIFF, and WME confirmed with them that we would take up the offer for the closing night slot.
76. Thereafter, WME, the other producers and I worked together to submit the materials required by TIFF and make arrangements for PR around the film and for members of the cast and crew to attend.
77. Paragraph 213 of Rebel's Affidavit is inaccurate. Decisions as to who should attend TIFF were made at the suggestion of WME and were made on the basis of cast that were important to the marketing of the Film. The total cost of taking the Film to TIFF was approximately US \$150,000 which was paid for by AI Film.

**Rebel's Instagram post on 10 July 2024**

78. On 10 July 2024, Rebel posted a video to her personal Instagram account about The Deb. I became aware of that video at around that time. I was very shocked and upset by it. So was my family.




79. In the video, Rebel made a number of allegations about the conduct of the producers of The Deb, including me. Amanda, Gregor and I were all expressly named. Rebel's allegations included that:
- (a) we had "*embezzl[ed] funds from the film's budget*";
  - (b) we had engaged in "*inappropriate... behaviour towards the lead actress of the film*";
  - (c) that Rebel was "*met with absolute viciousness and retaliatory behaviour*" when she reported those matters; and
  - (d) that we were trying to stop The Deb from premiering at Toronto and trying to "*bury*" The Deb in retaliation.
80. The allegations against me were false. So, to the best of my knowledge, were the allegations against the other producers.
81. I have never embezzled any funds from The Deb's budget. I have not been paid any funds from the budget at all. I was not a signatory to The Deb bank account, so couldn't remove any money myself anyway.
82. I have never engaged in inappropriate behaviour towards Charlotte. I had not even met her by this point.
83. I did not engage in retaliatory bullying and harassment of Rebel. I never visited the set of The Deb and my contact with Rebel was limited. I had attempted to be supportive of her. I thought we were on relatively good terms throughout the pre-production and shooting of the Film, even after some of the tensions that arose in October 2023.
84. I never sought to stop The Deb premiering at TIFF, nor tried to "bury" the film. At the time, AI Film was out of pocket on its investment in the Film, and its fees. It still is. For AI Film to recoup these fees, The Deb must be sold and released. So I didn't (and don't) want to "bury" The Film. I wanted it (and still want it) released on the best terms possible.
85. I was concerned at that time about what effect Rebel's allegations would have on my ability to sell The Deb. I was concerned about a public outburst by her during public events like TIFF given the shocking letter from Bryan Freedman and subsequently her 10 July 2024 Instagram video.
86. Rebel is a high-profile actress with a large following on Instagram. The allegations she made against me in the 10 July 2024 Instagram video were false, upsetting, and seriously damaging to my reputation in the film industry and more generally. For that reason, two days later, on 12 July 2024, Amanda, Gregor and I filed a personal complaint in the Superior Court of the State of California against Rebel for defamation.




87. A couple of days after this, I became aware of an article published online by *Variety* titled "*Producers of Rebel Wilson's Directorial Debut File Defamation Suit as 'Pitch Perfect' Star Alleges Embezzlement and Misconduct (EXCLUSIVE)*". The article referred to the letter that was sent by Mr Freedman on 14 June 2024, and various allegations made in it.

88. I did not leak the letter to *Variety* nor did I authorise anyone to leak it. I wouldn't do that because of the false allegations in it. I also do not believe that Amanda or Gregor leaked the letter. I strongly suspected at the time (and still do) that Rebel had leaked the letter – by herself or someone on her behalf – because *Variety* had a copy of the letter sent by her lawyer which sets out her version of things.

89. I believe the 10 July 2024 video remains on Rebel's Instagram account to this day.

[REDACTED]

90. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Premiere and distribution of The Deb**

[REDACTED]

91. [REDACTED]  
[REDACTED]

92. [REDACTED]  
[REDACTED]

93. [REDACTED]

94. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Rebel's September Instagram posts

95. [REDACTED]  
[REDACTED]  
[REDACTED]



96. On around 23 September 2024, Rebel posted another series of stories to her personal Instagram account. To the best of my recollection, I became aware of them at around the time they were posted. Ms Wilson referred to a “*producer*” asking an actress to stay in an apartment with them, and the producer “*asked her to have a bath and shower with her*”. The producer and actress were not named, but in the context of the allegations I had previously seen made by Rebel, I understood the story to be referring to Amanda as the producer and Charlotte as the actress.

Rebel’s November Instagram posts

97. In around November 2024, Rebel posted another story to The Deb’s Instagram account. To the best of my recollection, I became aware of it at around that time.
98. The story contained a “*litigation update*” and said that The Deb could not be sold or released due to the active litigation. It also said potential distributors had been turned off by “*the negative press created by the UK producers’ crisis PR team (along with the litigation)*”, and it was “*a shame that this film is being withheld from the public for so long*”. I understand the reference to “*UK producers*” to be a reference to me, Amanda and Gregor.
99. I never instructed anyone to create negative press about The Deb. I am not aware of Amanda or Gregor having provided those instructions either.
100. I have already explained above that I was not trying to withhold The Deb from release but was actively trying to secure a distribution deal at this time, together with WME.

Further distribution efforts

101. By November 2024, it had become clear to me that a worldwide distribution deal, or a significant deal in the US market, was not going to happen because of all the controversy around the film that Rebel had created.
102. With that in mind, from late 2024 to early 2025, WME and I decided to change the strategy for distribution to focusing on securing a distribution deal in Australia where there was greater interest for The Deb. My thinking was that, if a deal was secured for distribution in Australia, a successful release could then be used as a platform to expand distribution into the US (as a significant market) and other parts of the world.
103. On 10 November 2024, I had a telephone conversation with Troy Lum of Kismet about distributing The Deb. I cannot recall the precise terms of the conversation, but essentially he made clear he was very keen on acquiring and releasing the Film, but was worried about Rebel. He asked me whether the distribution rights were clear from the legal dispute to distribute the film and importantly whether Rebel would engage or be hostile.




104. In addition to this call with Troy, by this time I was getting feedback or reports of feedback from a number of other distributors that they weren't interested in having anything to do with the film due to the controversy surrounding it.
105. On around 17 January 2025, I had a further telephone conversation with Troy. Although I cannot now recall the precise words used, the gist of it was that we decided that Troy should engage with Rebel in relation to a potential deal for the Australian distribution of The Deb. I thought Troy might have more luck convincing Rebel to engage with marketing the film for an Australian release if she felt a release was a real possibility, as Troy was proposing.
106. On around 5 February 2025, I had another telephone conversation with Troy in which he said words to the effect that he had spoken to Rebel and that she had said that she wouldn't yet engage in marketing a release because of the legal case and suggested he wait another month.
107. On around 30 March 2025, I called Troy to see if he could check back in with Rebel. Troy subsequently called me back and said words to the effect that he had spoken to Rebel and that there was no change in her position.
108. On 13 May 2025, I attended a meeting in Los Angeles with Mr Cohen, Tom Clare (of the law firm Clare Locke) and Rebel and others. I flew into LA for the meeting just for a day on my way to the Cannes Film Festival, where I was scheduled to meet a number of potential distributors for The Film.
109. At the end of the meeting, I had a conversation with the group about my efforts to find distribution for the film. I said words to the effect that:
- (a) I was leaving from LA to go direct to the Cannes festival and market;
  - (b) I would be pursuing distribution arrangements for the film there;
  - (c) we could no longer wait to negotiate with Rebel;
  - (d) Cannes was a good opportunity to get a distribution deal for the film and I had a few interested parties and would seek to start with a deal for Australia and then follow on with potential sales for other territories; and
  - (e) should I be successful, I invited – indeed welcomed – Rebel to participate in the marketing of the film and that we were all very proud of the film and her work on it.
110. The Cannes Film Festival was held between 13 and 24 May 2025. I attended between 16 and 20 May 2025. At the festival, I met with a number of UK, US, Australian and airline distributors about a deal for The Deb. These included Rialto Distribution, Umbrella Entertainment, Kismet, Madman, Vertical, Neon, Altitude, Anuvu, and others. To the best of my recollection, every conversation involved a large degree of explanation around the



controversy and assuring people that the Film was capable of being licenced despite the bad noise Rebel was creating.

111. Following those meetings, I received offers from each of Rialto, Umbrella and Kismet to distribute The Deb in Australia.

Rebel's May 2025 Instagram posts

112. During the Cannes Film Festival, I became aware that Wilson had posted further stories about The Deb on The Deb's Instagram account, which referred to "*Charlotte Macinnes [sic] in a culturally inappropriate Indian outfit ... singing a song from a movie that will never get released because of her lies and support for the people blocking the film's release*".
113. As I have explained above, I have never sought to block The Deb's release, nor, to my knowledge, did any of the other producers. In fact, as Rebel was posting these stories I was actively trying to secure a distribution deal for the Film in Cannes, exactly as I had explained to her during the meeting in LA on 13 May 2025. I recall actually sitting with Vertical (a US distributor) discussing a potential deal for the film when my phone buzzed as someone forwarded a news report of one of her posts to me. I was dumbfounded. This seemed to me to be deliberately timed to stymie my efforts during Cannes.
114. People in the industry raised Rebel's posts with me and I was aware they were the subject of discussion within the industry.

Offers to distribute and appointment of Kismet

115. After considering the offers made by Rialto, Umbrella and Kismet, I decided that Kismet would be the best option given Troy's experience and standing in the industry and his enthusiasm for the film and his pragmatic approaches to Rebel. This offer was approved by my shareholder and producing partners (although AI Film did not need their approval).
116. AI Film's US lawyers, Clare Locke, communicated this to Rebel, giving her the chance to respond.
117. On 28 May 2025 (UK time), I sent emails to Troy confirming that AI Film (on DDCC's behalf) was moving forward to licensing the Film to Kismet to distribute it in Australia.
118. On around 5 June 2025, WME stepped down from representing The Deb. Alex Walton of WME called me to explain this. He said words to the effect that they felt they were also a "target" for Rebel now that WME (in their talent agency branch) had parted company with her, and they feared they would become part of a wider issue if they continued to market the Film. At paragraph 219 of Rebel's Affidavit, she alleges that Deborah McIntosh of WME called her "*to say that Mr Holden had threatened her on occasion which she was not happy about*". I have never threatened Ms McIntosh.




119. On around 6 June 2025, I called Troy to find out what was happening with the distribution licence agreement. He said words to the effect:
- (a) that he had reached out to Rebel to start the conversation around marketing;
  - (b) that she had been complimentary about him and was pleased he would be representing the Film, but that she had said she would not be able to support it whilst there was a legal case involving the Film; and
  - (c) that she had said words to the effect that, if he did go ahead and release the Film, she would take out an injunction to prevent it.
120. On 11 June 2025, I had another phone conversation with Troy. He said words to the effect that he had received some legal advice after his call with Rebel, and that he wasn't prepared to take the film out theatrically in Australia and risk "P&A" (print & advertising) spend. He also said words to the effect that cinema chains in Australia were "twitchy" over controversy and could easily drop the film if there was an attack from Rebel, and he didn't have a desire to get his company embroiled in a legal fight.
121. This was quite a blow. I was embarrassed and angry having spent so much time with Troy getting to this point. I was also completely perplexed that Rebel would openly try to stymie the deal especially given her previous public announcements about wanting to get the Film released.
122. Given this threat from Rebel, I spent a considerable amount of time exploring the possibility of AI Film releasing the Film itself in Australia. This would have been an enormous undertaking but, given all the interactions I had had with potential distributors to date, I was not hopeful that any other distributor would take the risk given Rebel's public statements. Indeed, Umbrella ultimately withdrew its offer.

July 2025 Instagram stories

123. On 24 July 2025, AI Film, DD and DDCC commenced proceedings against Camp Sugar and Rebel in the Supreme Court of New South Wales.
124. Shortly thereafter, I became aware that Rebel had posted a further series of stories to her personal Instagram page. The stories contained statements that:

*"Apparently I'm being sued in Australia? ... In my opinion this is continued bullying and harassment from UK financiers of the project Amanda Ghost, Gregor Cameron and Vince Holden after I exposed their dodgy behaviour. They tried to prevent the film from premiering there (they lost) and now they've tried to stop the film being released because of a baseless US lawsuit and now a further Australian one.*

...




*What would you do if you were me, a first time female director – and a young cast member says she's living with a producer and had a bath and shower with them and that she feels uncomfortable? What would you do if crew told you they were stealing money from the independent film's really tight budget? I reported both things. I'd do the same again."*

125. Again, as with Rebel's May 2025 posts, I was aware that these posts were the subject of discussion within the industry.
126. The allegations about me are false and so, to the best of my knowledge, are the allegations against the other producers. I assume the reference to "dodgy behaviour" is a reference to the allegations that Rebel previously made about sexually inappropriate behaviour towards Charlotte and/or embezzling The Deb's funds. I have explained above why those allegations are false.
127. I have also explained above that, at the time, I was working to secure the premiere, release, distribution and sale of The Deb, using my extensive experience and wide network of contacts to do so. I was not trying to stop The Deb being released by commencing these proceedings.

#### **Status of The Deb**

128. Despite all the difficulties caused by Rebel's behaviour, I have continued to take steps to secure sales representation and more distribution deals for The Deb, including communicating and negotiating with potential sales agents and distributors including West End Films, Embankment, Rocket Science, Architect, Altitude, Met Film, Signature Media, Vertical, and others.
129. On 1 September 2025, DDCC entered into a "Deal Memorandum" with Rialto for the distribution of The Deb in Australia.
130. In November 2025, I agreed for Vertigo Releasing to release The Deb in the United Kingdom and Ireland.
131. Also in November 2025, I finalised a deal with Protagonist Pictures to act as an agent to source further license deals for the release of The Deb worldwide (excluding Australia-New Zealand and the UK-Ireland).
132. Rebel has not assisted in any way to secure any of these deals. In fact, the negotiations were long and difficult because of her constant public and negative statements about The Deb, its producers, and Charlotte. I have had countless conversations with these parties over many hours and, prior to that, other potential distributors, trying to assure them that The Deb can still be released successfully. However, I am constantly fearful of Rebel's negative impact and interference in those arrangements given what I have set out above about her conduct to date.




133. I have never in my career experienced a producer/director of a film behaving in a way so as to cause such negative publicity about the project before its release. Rebel's conduct has, in my view, been extraordinary and has directly resulted in The Deb being released over a year after it should have been and on terms not as favourable to the producers.

Affirmed by the deponent  
in London  
on 24<sup>th</sup> February 2026  
Before me:

)  
)  
)   
) \_\_\_\_\_  
) Signature of deponent  
)

  
\_\_\_\_\_

Signature of witness

JEREMY MAREL, SOLICITOR  
\_\_\_\_\_

Name and qualification of witness

This affidavit was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.