

IN THE SUPREME COURT OF NEVADA

JAMES J. COTTER, JR., derivatively on
behalf of Reading International, Inc.,

Appellant,

v.

MARGARET COTTER, ELLEN
COTTER, GUY ADAMS, EDWARD
KANE, DOUGLAS McEACHERN,
WILLIAM GOULD, JUDY CODDING,
MICHAEL WROTONIAK,

Respondents,

and

READING INTERNATIONAL, INC., a
Nevada Corporation,

Nominal Defendant.

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JOINT APPENDIX IN SUPPORT OF
APPELLANT'S OPENING BRIEF

VOLUME XV (JA3501-3750)

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2017-11-27	Transcript of 11-20-2017 Hearing on Motion for Evidentiary Hearing re Cotter, Jr., Motion to Seal EXs 2, 3 and 5 to James Cotter Jr.'s MIL No. 1	XXI	JA5001-JA5020
2017-12-29	Transcript of 12-28-2017 Hearing on Motion for Reconsideration and Motion for Stay	XXVI	JA6186-JA6209
2018-01-05	Transcript of January 4, 2018 Hearing on Plaintiff's Motion for Rule 54(b) Certification	XXVI	JA6307-JA6325
2016-11-01	Transcript of Proceedings re: Hearing on Motions, October 27, 2016	XX	JA4750-JA4904

CERTIFICATE OF SERVICE

I certify that on the 22nd day of January 2019, I served a copy of **JOINT APPENDIX IN SUPPORT OF APPELLANT'S OPENING BRIEF VOLUME XV (JA3501-3750)** upon all counsel of record:

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es); via email and/or through the court's efilg service:

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By: /s/ Patricia A. Quinn
An employee of Morris Law Group

1 lacks foundation.

2 THE WITNESS: I didn't -- I don't recall
3 that part of the -- of the meeting after we were --
4 ended.

5 BY MR. KRUM:

6 Q. Do you recall that the -- that that
7 evening there was a conference call during which
8 Ellen Cotter reported that she and Margaret on one
9 hand and Jim Cotter, Jr., on the other hand had
10 reached a tentative settlement that resolved the
11 trust and estate litigation and disputes between
12 them and included certain items relating to the
13 governance of RDI?

14 MR. SEARCY: Objection. Vague.

15 THE WITNESS: I recall a phone call or
16 something saying they had reached an agreement. I
17 don't recall what they had reached or what it
18 involved, but an agreement whereby they would work
19 together going forward.

20 BY MR. KRUM:

21 Q. And do you recall that as a result of
22 that, the vote to terminate Jim Cotter, Jr., as
23 president and C.E.O. was not had?

24 A. Correct, it was not had then.

25 Q. And do you recall that a week or ten

1 days later when no agreement between Ellen and
2 Margaret Cotter on one hand and Jim Cotter, Jr., on
3 the other had come to pass or into existence that
4 the supposed board meeting was reconvened on
5 June 12, comma -- June 12, 2015 and that the vote
6 was had and he was terminated as president and
7 C.E.O.?

8 A. Yes.

9 MR. SEARCY: Objection. Vague, assumes
10 facts.

11 THE WITNESS: I recall that, yes.

12 BY MR. KRUM:

13 Q. And did you ever communications with
14 Ellen or Margaret Cotter during the course of these
15 supposed board meetings regarding whether a
16 settlement of any sort had been reached with Jim
17 Cotter, Jr.?

18 MR. SEARCY: Objection. Argumentative.

19 THE WITNESS: I may have.

20 BY MR. KRUM:

21 Q. What's your best recollection about what
22 you communicated with them and what they
23 communicated to you?

24 A. I can't recall directly. My
25 communications by that time were all with Jim

1 Cotter, Jr.

2 But I know there were other emails.

3 Q. And what communications did you have
4 with Jim Cotter, Jr., regarding a resolution with
5 his sisters during the time frame commencing with
6 the supposed board meeting of May 20, 2015, through
7 the supposed board meeting of June 12, 2015?

8 MR. SEARCY: Objection. Argumentative.

9 THE WITNESS: I was told that -- and it
10 may have been by one of the Cotter sisters, that --
11 and in fact at a meeting, one of the last meetings
12 we had, my recollection is Bill Gould suggested that
13 Jim take the title of president, giving up the
14 C.E.O. He refused.

15 Then Margaret Cotter -- and that may
16 have been the May 29th -- said, "No. Keep the title
17 of C.E.O., and we'll have a committee, executive
18 committee, Margaret, Ellen, Jimmy" -- and initially
19 they said Guy Adams -- and he would keep the title
20 because it was important to him.

21 And I communicated with him. He --
22 usually my communications were not me advising. It
23 was him asking my advice or they'd ask my advice. I
24 didn't want to lecture them and tell them what to
25 do.

1 I -- I said to him at one point, "Take
2 it. You have nothing to lose. You're going to get
3 terminated if you don't. If you can work it out
4 with your sisters, it will go on and I will support
5 you. I'll even make a motion to see if the company
6 will reimburse the legal fees."

7 I did not want him to go.

8 And you, I'm sure, see emails in there
9 to that effect. Even though I voted -- was voting
10 against him, I wanted him to stay as C.E.O.

11 BY MR. KRUM:

12 Q. If you wanted him to stay as C.E.O. --

13 A. Right.

14 Q. -- why did you vote against him?

15 A. Because I wanted him to stay as C.E.O.,
16 working with his sisters who were work -- willing to
17 work with him for the benefit of the company.

18 And to me it was a wonderful solution,
19 and it had no adverse impact. If it didn't work
20 out, then we would deal with it. But he would work
21 with them and -- as an executive committee.

22 He told me that he didn't want Guy Adams
23 on there. And I told him, "I'll do my best to make
24 sure that he isn't on that; just you and your
25 sisters."

1 And if they could work together, that's
2 all we wanted.

3 Q. Are you drawing a distinction, Mr. Kane,
4 between Ellen and Margaret working with Jim
5 Cotter, Jr., as distinct from working for him?

6 MR. SEARCY: Objection. Vague.

7 THE WITNESS: I don't think I ever made
8 that distinction, but I think he would glean and
9 learn a lot working with them.

10 After all they were the operating
11 executives of this company.

12 BY MR. KRUM:

13 Q. And did you understand that -- strike
14 that.

15 But that resolution did not come to pass
16 because Jim Cotter, Jr., rejected it, correct?

17 MR. SEARCY: Objection. Vague.

18 THE WITNESS: He rejected it, yes.

19 (Whereupon Ms. Bannett left the
20 deposition proceedings at this
21 time.)

22 BY MR. KRUM:

23 Q. And he got himself terminated, right?

24 MR. SEARCY: Objection. Vague.

25 THE WITNESS: Yes.

1 That the foregoing pages contain a full,
2 true and accurate record of the proceedings and
3 testimony to the best of my skill and ability;

4

5 I further certify that I am not a relative
6 or employee or attorney or counsel of any of the
7 parties, nor am I a relative or employee of such
8 attorney or counsel, nor am I financially interested
9 in the outcome of this action.

10

11 IN WITNESS WHEREOF, I have subscribed my
12 name this 4th day of May, 2016.

13

14



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PATRICIA L. HUBBARD, CSR #3400

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DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES J. COTTER, JR.,)
individually and)
derivatively on behalf of)
Reading International,)
Inc.,)
Plaintiff,) Case No. A-15-719860-B
vs.) Coordinated with:
MARGARET COTTER, et al.,) Case No. P-14-082942-E
Defendants.)
and)
READING INTERNATIONAL,)
INC., a Nevada)
corporation,)
Nominal Defendant)

VIDEOTAPED DEPOSITION OF EDWARD KANE
TAKEN ON MAY 3, 2016
VOLUME 2

Job no. 305191
REPORTED BY:
PATRICIA L. HUBBARD, CSR #3400

1 So, directing your attention to the
2 period of time from September 2015 through June --
3 excuse me. Let's start that again.

4 Directing your attention, Mr. Kane, to
5 the period of time from September 2014 through June
6 2015, do you recall that you and some, if not all,
7 of the other four non-Cotter directors devoted
8 substantial time to attempting to enable or
9 encourage the three Cotter siblings to work together
10 professionally and politely?

11 A. Yes.

12 MR. SEARCY: Objection. Vague.

13 THE WITNESS: Oh, sorry.

14 MR. SEARCY: That's all right.

15 BY MR. KRUM:

16 Q. Is it correct to say in your view,
17 Mr. Kane, that those efforts were largely
18 unsuccessful?

19 A. Yes.

20 Q. With respect to your understanding as to
21 the matters in dispute between Jim Cotter, Jr., on
22 one hand and either or both Ellen and Margaret
23 Cotter on the other hand, did you understand that
24 one of the issues in dispute was who would control
25 the -- the trust that held class B voting stock;

1 that is, RDI class B voting stock?

2 MR. SEARCY: Objection. Vague.

3 THE WITNESS: Yes.

4 BY MR. KRUM:

5 Q. You understood that there was a 2000 --
6 a so-called 2013 amendment to the trust
7 documentation of James Cotter, Sr., that provided
8 that Margaret Cotter would be the sole trustee of
9 the trust that held and voted the class B RDI voting
10 stock, right?

11 A. Correct.

12 Q. You also understood that the so-called
13 2014 amendment to the trust documentation of James
14 Cotter, Sr., provided that Margaret Cotter and Jim
15 Cotter, Jr., would in some manner, whether jointly
16 or alternatively, vote the RDI class B voting stock,
17 right?

18 A. Correct.

19 Q. Was there a point in time, Mr. Kane,
20 when you concluded that that dispute needed to be
21 resolved in order for the siblings, meaning Jim
22 Cotter, Jr., on one hand and Ellen and Margaret
23 Cotter on the other hand, to get along and work
24 together?

25 MR. SEARCY: Objection. Vague.

1 foundation.

2 BY MR. KRUM:

3 Q. Was it your understanding that he did
4 intend for Margaret to become an employee of RDI?

5 A. I had no understanding either way.

6 Q. Now, directing your attention, Mr. Kane,
7 to your prior testimony regarding Margaret being the
8 sole trustee of the voting trust under the 2013
9 amendment and something to the effect that that was
10 part of Jim Cotter, Sr.'s plan to cause the Cotter
11 children to work together, in that context, learning
12 whatever you learned about the 2013 amendment, did
13 you have any understanding as to what Jim Cotter,
14 Sr.'s intentions regarding whether Margaret Cotter
15 would become an employee of RDI?

16 MR. SEARCY: Objection. Vague.

17 THE WITNESS: I had no understanding.

18 BY MR. KRUM:

19 Q. Now, I'm not going to sum up again your
20 prior testimony. I'm just going to refer you to the
21 subject matter.

22 Referring you, Mr. Kane, to your
23 testimony about your understanding as to why in the
24 2013 amendment Margaret had been designated as
25 trustee of the voting trust, how did you come to

1 **have that understanding?**

2 A. Mr. Cotter informed me. In one of our
3 conversations he said he was making Margaret the
4 trustee of the voting stock.

5 And I asked him why. And he told me --
6 and it's right in my brain, it's imprinted on it --
7 that "that will force them to work together."

8 That's a quote.

9 Q. What else did you say or what else did
10 he say in that conversation about either the trust
11 documentation or The Cotter children working
12 together?

13 A. Excuse me. Repeat that, please.

14 Q. What else did he say, if anything,
15 during that conversation about the trust
16 documentation?

17 A. Nothing that I can recall.

18 Q. What else, if anything, did he say
19 during that conversation about prompting or forcing
20 the three -- his three Cotter children to work
21 together?

22 A. He didn't need to say anything. I knew
23 what he was talking about.

24 Q. What was your understanding at the time?

25 A. Understanding was that their diverse

1 personalities, and there had been some incidents --
2 I call incidents, nothing specific or difficult --
3 at board meetings that I thought it was a good idea
4 to make Margaret, given the background -- I was
5 surprised, but I thought it was a good idea that he
6 make Margaret the sole trustee.

7 **Q. Were you present for what you have**
8 **called incidents at board meetings?**

9 A. Yes.

10 **Q. To what are you referring?**

11 A. When we had board meetings Mr. -- excuse
12 me. Get a little water.

13 Margaret and Ellen Cotter would give
14 reports. Jim Cotter, Jr., was not the president at
15 that time, and he would always have questions for
16 them. It appeared to me that he would have
17 questions that he was seeking to embarrass them
18 before the other directors.

19 And he asked questions that he knew the
20 answer to, because he was being paid to run a weekly
21 executive committee meeting.

22 But it was like brother/sister fighting.
23 He knew the answer and there was no reason to ask
24 those questions.

25 And that's about the only input he ever

1 have wanted?

2 A. I think I knew better than anybody what
3 he would have wanted. I've known him for -- I knew
4 him for 50 years.

5 We would have regular meetings in Laguna
6 just the two of us, talk over strategy, talk over
7 his children, talk over all issues.

8 And it was reflected in his comment to
9 me that he was giving Margaret the voting power to
10 force them to work together.

11 So, I knew that's what he wanted.

12 MR. KRUM: I'll ask the court reporter
13 to mark as Exhibit 111 a two-page document bearing
14 production number 5488 and 89.

15 (Whereupon the document referred
16 to was marked Plaintiffs'
17 Exhibit 111 by the Certified
18 Shorthand Reporter and is attached
19 hereto.)

20 THE WITNESS: (Indicating.)

21 MR. SEARCY: That's for the court
22 reporter.

23 THE WITNESS: Oh.

24 BY MR. KRUM:

25 Q. Do you recognize Exhibit 111?

1 A. That and the fact that he made Margaret
2 the trustee of the voting stock and told me it was
3 to force them to work together.

4 Q. You understood, by the way, sir, that
5 the 2014 amendment made Margaret and Jim, Jr.,
6 co-trustees of the voting trust, right?

7 A. It purports to do that, yes.

8 Q. When you say "it purports to do that,"
9 I'm not asking whether you agree with it. I'm
10 asking if you understood what it provides by its
11 terms --

12 A. I know --

13 Q. Let's not speak over each other. Let me
14 ask the question and then you can respond.

15 You understand, Mr. Kane, that the
16 so-called 2014 amendment by its terms makes Margaret
17 Cotter and Jim Cotter, Jr., the co-trustees of the
18 voting trust that would vote the RDI class B voting
19 stock, right?

20 A. Yes.

21 Q. You also understand that that
22 documentation provides that if they -- to the effect
23 that if Margaret and Jim, Jr., cannot agree, they
24 will each be the trustee in alternating years?

25 A. Yes.

1 Q. Now, we began to talk over each other.

2 Were you about to tell me something
3 about whether you thought the 2014 amendment
4 reflected what you understand to be Jim Cotter,
5 Sr.'s wishes?

6 MR. SEARCY: Objection. Vague.

7 THE WITNESS: That's what the Court will
8 decide.

9 I don't -- I try to stay out of that. I
10 have my own opinion, but I don't have all the facts.
11 BY MR. KRUM:

12 Q. What's the basis for your opinion?

13 The conversation that you described to
14 us already?

15 A. Yes.

16 Q. Anything else?

17 A. 50 years of friendship. And so I think
18 I knew him in some respects better than any member
19 of his family.

20 Q. Okay. And your opinion is that based on
21 the facts you have --

22 A. Yes.

23 Q. -- and not considering the facts you
24 acknowledge you do not have --

25 A. I don't know if there are any.

1 Q. Right. But based on the facts you have,
2 you think it's the 2013 amendment that reflects Jim
3 Cotter, Sr.'s wishes?

4 A. Yes.

5 Q. So, returning to your May 9, 2015 email
6 that's part of Exhibit 111, it continues where we
7 left off with the words, quote,

8 "Second, because it is in the best
9 interest of the company," close
10 quote.

11 You see that?

12 A. Yes.

13 Q. And are you referring there to what
14 you've described earlier in terms of how important
15 you thought it was Jim Cotter, Jr., succeed at
16 repairing his relationship with Ellen and Margaret
17 Cotter?

18 MR. SEARCY: Objection. Vague.

19 THE WITNESS: Of course it would be in
20 the best interest of the company if they were
21 working together.

22 BY MR. KRUM:

23 Q. Continuing on, Mr. Kane, the text in
24 that same paragraph of Exhibit 111 says,

25 "Third, because it will safeguard

1 I think it would be naive to think he
2 wouldn't know that. Why else would it be on there?
3 It's clear on its face.

4 Q. I apologize if I asked you this. Had
5 you had any conversations with Tim Storey prior to
6 the supposed May 21 board meeting regarding the
7 possible termination of Jim Cotter, Jr., as
8 president and C.E.O.?

9 A. I can't recall any, but I may have.

10 Q. Well, as you sit here today, Mr. Kane,
11 what's your best recollection as to whether you did?

12 A. I don't have any recollection.

13 MR. KRUM: I'll ask the court reporter
14 to mark as Exhibit 116 a two-page document bearing
15 production numbers GA5417 and 18.

16 (Whereupon the document referred
17 to was marked Plaintiffs'
18 Exhibit 116 by the Certified
19 Shorthand Reporter and is attached
20 hereto.)

21 BY MR. KRUM:

22 Q. Do you recognize Exhibit 116?

23 A. Yes, I do.

24 Q. This is an email from Tim Storey to you
25 and Bill Gould and a copied to the other RDI

1 directors on May 19, 2015, correct?

2 A. Correct.

3 Q. Did you receive it on or about the date
4 it bears, May 19?

5 A. I would assume so.

6 Q. Do you see in the third paragraph that
7 begins, "my understanding," Mr. Storey recites his
8 understanding as to what he thought was going to
9 happen at the meeting scheduled for the coming
10 Thursday?

11 A. I see what he says his understanding is.

12 Q. Did you ever tell him whether by way of
13 email response or otherwise that his understanding
14 as stated in that paragraph was mistaken?

15 MR. SEARCY: Objection. Assumes facts,
16 vague.

17 THE WITNESS: I don't -- I don't -- I
18 don't have any recollection of telling him one thing
19 or the other.

20 BY MR. KRUM:

21 Q. In the next paragraph do you see that
22 there's a sentence that reads in part, quote,

23 "I have just seen the agenda for
24 the meeting, and that simply has an
25 agenda item captioned" -- sub

1 A. I had no recollection of that.

2 Q. What steps, if any, did you take to
3 review that issue and determine whether or not that
4 in fact had been determined and/or communicated to
5 Jim Cotter, Jr.?

6 MR. SEARCY: Objection. Assumes facts,
7 calls for speculation, it's also vague.

8 THE WITNESS: I don't recall any at that
9 time.

10 BY MR. KRUM:

11 Q. I direct your attention, Mr. Kane, back
12 to Exhibit 115 that you should have in front of you.

13 Do you have it, sir?

14 A. 116 or 115?

15 Q. 115.

16 THE WITNESS: Is this 115 or 175?

17 THE REPORTER: 115.

18 THE WITNESS: 115. Okay.

19 BY MR. KRUM:

20 Q. I direct your attention, Mr. Kane, to
21 the email from Bill Gould -- strike that.

22 We're not going to bother with that.

23 MR. KRUM: I'll ask the court reporter
24 to mark as Exhibit 117 a multi-page document bearing
25 production numbers TS69 through 71.

1 (Whereupon the document referred
2 to was marked Plaintiffs'
3 Exhibit 117 by the Certified
4 Shorthand Reporter and is attached
5 hereto.)

6 BY MR. KRUM:

7 Q. Mr. Kane, the court reporter has
8 provided you what has been marked as Exhibit 117.

9 A. Uh-huh.

10 Q. I will represent to you, sir, that this
11 is a continuation of the email chain that was marked
12 Exhibit 115 and that the new items, meaning the
13 difference between 117 and 115, are the two emails
14 at the top of 117.

15 And I'm going to ask you, sir, about
16 your May 19 email to Mr. Gould that begins "As of
17 now."

18 Let me know when you've reviewed that to
19 your satisfaction.

20 A. Yes.

21 Q. Okay. Do you recognize Exhibit 117?

22 A. Yes.

23 Q. Is this a series of emails including an
24 email from you to Bill Gould on --

25 A. Yes.

1 Q. -- May 19?

2 A. Yes.

3 MR. SEARCY: Let him finish his question
4 before you answer.

5 Okay.

6 THE WITNESS: Okay.

7 BY MR. KRUM:

8 Q. I direct your attention, Mr. Kane, to
9 the first sentence of Exhibit 117. It reads, quote,
10 "As of now and after your
11 astonishing and ridiculous
12 assertion that Margaret cost this
13 company \$20 million, I see no
14 reason to meet," period, close
15 quote.

16 Do you see that?

17 A. Yes.

18 Q. What -- to what are you referring by
19 that sentence?

20 A. My recollection is that he did some kind
21 of analysis for the loss of the revenue we earned
22 from Stomp, and he extrapolated it into 10 or 20 --
23 I don't remember -- times what we were earning every
24 year, under the assumption that it was Margaret's
25 fault that the Stomp people were going -- were going

1 I don't remember the dates of those at
2 this particular point.

3 Q. Do you recall hearing, learning or being
4 told that Ellen and Margaret Cotter had delivered a
5 proposal or had their counsel deliver a proposal to
6 Jim Cotter, Jr., to resolve, among other things, the
7 disputes raised in the California trust and estate
8 litigation?

9 MR. SEARCY: Objection. Vague and lacks
10 foundation.

11 THE WITNESS: I didn't -- I don't recall
12 that they ever provided the specifics.

13 I do recall Ellen saying they had
14 settled issues. I don't know to the extent they
15 were settled. She thought there had been a
16 resolution.

17 MR. KRUM: I'll ask the court reporter
18 to mark as Exhibit 118 a multi-page document bearing
19 EK396 through 398.

20 (Whereupon the document referred
21 to was marked Plaintiffs'
22 Exhibit 118 by the Certified
23 Shorthand Reporter and is attached
24 hereto.)

25 ///

1 BY MR. KRUM:

2 Q. Mr. Kane, do you recognize Exhibit 118?

3 A. Yes, I do.

4 Q. And Exhibit 118 is an email exchange
5 between Jim Cotter, Jr., and you on May 27 and 28,
6 2015, correct?

7 A. Yes.

8 Q. The first email on the second page of
9 Exhibit 118 is an email from Jim Cotter, Jr., to you
10 on May 27 in which he recites points of a proposal
11 he had made to Margaret Cotter the evening before,
12 right?

13 A. That's what it says.

14 Q. Okay. Did you ever discuss with him or
15 Margaret or anybody else the proposal he recited in
16 this email?

17 A. No. Not to my knowledge.

18 Q. And then at the bottom of page one and
19 the top of the second page of Exhibit 118 is your
20 email response, correct?

21 A. Yes.

22 Q. The first sentence reads, quote,
23 "Ellen is going to present you with
24 a global plan to end the litigation
25 and move the company forward,"

1 close quote.

2 Do you see that? At the top --

3 A. Yes.

4 Q. -- of the second page?

5 A. Yes, I do.

6 Q. How did you know that?

7 A. I probably had a telephone call with
8 her.

9 Q. What did she say; what did you say?

10 A. I don't recall what I said, but she must
11 have told me that she's going to give him a
12 proposal.

13 I didn't care to hear it.

14 Q. The next sentence -- in the next
15 sentence you wrote, quote,

16 "If you agree to it, you, Ellen,
17 Margaret" --

18 Strike that. Let me try it again.

19 Quote,

20 "If you agree to it, you, Ellen and
21 Margaret will work in a
22 collaborative manner and you will
23 retain your title," close quote.

24 You see that?

25 A. Yes.

1 That the foregoing pages contain a full,
2 true and accurate record of the proceedings and
3 testimony to the best of my skill and ability;

4

5 I further certify that I am not a relative
6 or employee or attorney or counsel of any of the
7 parties, nor am I a relative or employee of such
8 attorney or counsel, nor am I financially interested
9 in the outcome of this action.

10

11 IN WITNESS WHEREOF, I have subscribed my
12 name this 10th day of May, 2016.

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PATRICIA L. HUBBARD, CSR #3400

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EXHIBIT 11



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DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES J. COTTER, JR.,)	
individually and)	
derivatively on behalf of))	
Reading International,)	
Inc.,)	
)	Case No. A-15-719860-B
Plaintiff,)	
)	Coordinated with:
vs.)	
)	Case No. P-14-082942-E
MARGARET COTTER, et al.,)	
)	
Defendants.)	
and)	
)	
READING INTERNATIONAL,)	
INC., a Nevada)	
corporation,)	
)	
Nominal Defendant))	
)	

VIDEOTAPED DEPOSITION OF EDWARD KANE
TAKEN ON JUNE 9, 2016
VOLUME 3

Job No.: 315759
REPORTED BY:
PATRICIA L. HUBBARD, CSR #3400

1 email on the first page of Exhibit 305, there's a
2 sentence that carries onto the next to last line
3 that reads as follows, quote,

4 "I truly believe that your sisters
5 are at the end of their rope, if
6 not their sanity, as a result of
7 this. So the best thing you can do
8 is accept and move on," close
9 quote.

10 Do you see that?

11 A. Yes.

12 Q. What did you mean when you said "at the
13 end of their rope, if not their sanity"?

14 A. I didn't know the particulars, but -- of
15 the agreement, but I think -- I seem to recall that
16 Ellen told me that they -- they had made concessions
17 to him, and every time they did he would ask for
18 more, and this was the end, words to that effect.

19 MR. KRUM: I'll ask the court reporter
20 to mark as Exhibit 306 --

21 MR. SEARCY: So, Mark, we're coming up
22 on our 20-minute mark.

23 MR. KRUM: This is the last exhibit. So
24 let me go through this, and then we'll -- then we'll
25 talk, if you don't mind.

1 A one-page document that purports to be
2 a June 11 email from Mr. Kane to Jim Cotter, Jr. It
3 bears production number EK1613.

4 (Whereupon the document referred
5 to was marked Plaintiffs'
6 Exhibit 306 by the Certified
7 Shorthand Reporter and is attached
8 hereto.)

9 THE WITNESS: Yes.

10 BY MR. KRUM:

11 Q. Do you recognize Exhibit 0306?

12 A. Yes, I do.

13 Q. Is this an email you sent to Jim Cotter,
14 Jr. on June 11, 2015?

15 A. Yes.

16 Q. You recall that on June 12, 2015,
17 Mr. Cotter was terminated as president and C.E.O.?

18 A. Yes.

19 Q. So was this an effort by you to implore
20 him or, as the case may be, persuade him to strike a
21 deal to avoid that vote?

22 A. Sitting here I'm not sure that I knew
23 that that vote was coming on that date, but it was
24 my last effort to get him to -- in this -- in the
25 interim from the last one I had understood or found

1 that Margaret be the sole trustee of the voting
2 trust that held --

3 A. Yes.

4 Q. -- the class B voting stock?

5 A. Yes.

6 Q. Do you recall how you learned that?

7 A. I don't.

8 Q. And the next sentence reads, quote,

9 "As I said, your dad told me that
10 giving Margaret the vote was his
11 way of, sub quote, forcing, close
12 sub quote, the three of you to work
13 together," close quote.

14 Does that refer to discussions about
15 which I believe you've already testified, Mr. Kane,
16 you had with Jim Cotter, Sr.?

17 A. Yes.

18 Q. And the next sentence in paragraph
19 numbered one in Exhibit 306 reads as follows, quote,

20 "Asking to change that is a
21 nonstarter," close quote, with
22 "nonstarter" being italicized.

23 Do you see that?

24 A. Yes.

25 Q. Why did you say that?

1 That the foregoing pages contain a full,
2 true and accurate record of the proceedings and
3 testimony to the best of my skill and ability;

4

5 I further certify that I am not a relative
6 or employee or attorney or counsel of any of the
7 parties, nor am I a relative or employee of such
8 attorney or counsel, nor am I financially interested
9 in the outcome of this action.

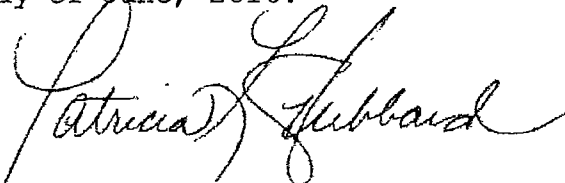
10

11 IN WITNESS WHEREOF, I have subscribed my
12 name this 15th day of June, 2016.

13

14

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16

PATRICIA L. HUBBARD, CSR #3400

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EXHIBIT 12



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DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES J. COTTER, JR.,)
individually and)
derivatively on behalf of)
Reading International,)
Inc.,)
Plaintiff,) Case No. A-15-719860-B
vs.) Coordinated with:
MARGARET COTTER, et al.,) Case No. P-14-082942-E
Defendants.)
and)
READING INTERNATIONAL,)
INC., a Nevada)
corporation,)
Nominal Defendant)

VIDEOTAPED DEPOSITION OF DOUGLAS McEACHERN
TAKEN ON MAY 6, 2016

REPORTED BY:
PATRICIA L. HUBBARD, CSR #3400

1 your testimony is that you do not recall?

2 A. Correct. And by the way, what I do
3 recall is this was a unanimous vote of the board of
4 directors to purchase D and O insurance.

5 MR. KRUM: Does someone know our next
6 number?

7 (Off-the-record discussion.)

8 MR. KRUM: So I'll ask the court
9 reporter to mark as Exhibit 119 a multi-page
10 document bearing production numbers GA5325 through
11 35.

12 (Whereupon the document referred
13 to was marked Plaintiffs'
14 Exhibit 119 by the Certified
15 Shorthand Reporter and is attached
16 hereto.)

17 BY MR. KRUM:

18 Q. Mr. McEachern, take such time as you
19 need to review Exhibit 119 and let me know when
20 you're ready to speak about it.

21 A. Okay. Yep.

22 Q. Do you recognize Exhibit 119?

23 A. It -- they are minutes of a January 2015
24 board minute -- meeting.

25 Q. Direct your attention, Mr. McEachern, to

1 the text on the first page of Exhibit 119.

2 Between the two largest redacted stamps
3 it begins,

4 "Mr. McEachern moved the board to
5 approve the purchase of a directors
6 and officers insurance policy," so
7 forth and so on.

8 Do you see that?

9 A. Yes, I do.

10 Q. Is that correct, that you were the
11 person who made that motion?

12 A. It says it. And I presume so, yes.

13 Q. But do you recall whether you did?

14 A. No, I don't. But it says I did.

15 Q. Okay. Does that refresh your
16 recollection about whether you had a particular
17 interest in D and O insurance?

18 MR. SEARCY: Objection. Vague.

19 THE WITNESS: No. I merely moved a
20 motion to approve the purchase.

21 BY MR. KRUM:

22 Q. Is the fact that you moved the motion an
23 indication of nothing more than that you thought the
24 discussion was ready to be voted?

25 A. That is correct.

1 Q. Is that generally the case?

2 A. Yes.

3 Q. And of course that you supported it,
4 right, whatever the -- whatever it was?

5 A. Yes.

6 Q. Take a look at the second page of
7 Exhibit 119.

8 You'll see about three quarters of the
9 way down the page there's a sub head that reads
10 "director option grants."

11 Do you see that?

12 A. Yes, I do.

13 Q. Do you see in the next to last line it
14 indicates that you seconded that motion?

15 You don't recall -- do you see that?

16 A. Yes.

17 Q. You don't recall doing that, do you?

18 A. No, I don't.

19 Q. Okay. And that doesn't indicate
20 anything more than you supported it and were
21 prepared to have a vote?

22 A. Yes.

23 Q. I direct your attention to the top of
24 the third page of Exhibit 119.

25 You see that it's entitled "shareholder

1 meeting"?

2 A. Yes.

3 Q. You see it talks about Ellen Cotter
4 noting that the shareholder meeting would be
5 scheduled for May or June?

6 A. Yes, I do.

7 Q. And you recall that the shareholder
8 meeting actually did not occur until in or about
9 November of 2015, correct?

10 A. I know that it was later in the year,
11 yes.

12 Q. When was the first time you heard or
13 learned or were told that the RDI 2015 annual
14 shareholders meeting would not occur in May or June
15 2015?

16 A. I do not remember.

17 Q. Do you remember any particular
18 circumstances that account for why that did not
19 occur?

20 MR. SEARCY: Objection. Vague, lacks
21 foundation.

22 THE WITNESS: No, I do not.

23 BY MR. KRUM:

24 Q. Did you ever hear or learn or were you
25 ever told why the meeting was not going to proceed

1 in May or June of 2015?

2 A. Not that I recall.

3 Q. I direct your attention to the next sub
4 head on the third page of Exhibit 119. It's
5 entitled "delegated authority."

6 Do you see that?

7 A. Yes, I do.

8 Q. You see that the second paragraph
9 beneath that reads,

10 "The board discussed this proposed
11 delegation of authority and asked a
12 few questions, which Mr. Cotter
13 answered to their satisfaction."

14 Do you see that?

15 A. Yes, I do.

16 Q. And of course if you want to review the
17 prior paragraph to which it refers, let me know, but
18 do you recall there being a discussion at a board
19 meeting with respect to the scope of the C.E.O.'s
20 delegated authority and that following the
21 discussion the board approved what Mr. Cotter had
22 proposed?

23 MR. SEARCY: Objection. Vague.

24 THE WITNESS: I remember a discussion.
25 I remember that what we ended up with is not what

1 deemed to incorporate any changes of which the
2 parties have been properly notified pursuant to the
3 stipulation.

4 So that's the typical --

5 MR. SEARCY: All right. That sounds
6 good to me.

7 MR. NATION: Okay.

8 VIDEOTAPE OPERATOR: All right. And the
9 this concludes the deposition -- this concludes the
10 deposition of Mr. Douglas McEachern on May 6, 2016,
11 which consists of five media files.

12 The original media files will be
13 retained by Hutchings Litigation Services.

14 Off the video record at 5:54 P.M.

15

16 (Whereupon at 5:54 P.M. the
17 deposition proceedings were
18 concluded.)

19 * * *

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EXHIBIT 13



1 Margaret G. Lodise, SBN 137560
2 Kenneth M. Glazier, SBN 57116
3 SACKS, GLAZIER, FRANKLIN & LODISE LLP
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8 Attorneys for Ann Margaret Cotter and Ellen Cotter

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Superior Court of California
County of Los Angeles
FEB 05 2015
Sherril R. Carter, Executive Officer/Clerk
By: Betzaida F. Mendez, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 In re

12 JAMES J. COTTER
13 LIVING TRUST dated August 1,
14 2000

CASE NO. BP **BP159755**

PETITION FOR ORDER
DETERMINING VALIDITY OF
TRUST AMENDMENT AND
FORGIVENESS OF LOAN
[Prob. C. § 17200(b)(1), (3)]

Date: **APR 1 2015**
Time: 8:30 AM
Dept: 9

17 Petitioners Ann Margaret Cotter ("Margaret") and Ellen Cotter ("Ellen")
18 (collectively "Petitioners") petition this Court for an Order determining the validity of a
19 trust amendment and forgiveness of a loan, and allege as follows.

20 **JURISDICTION AND VENUE**

21 1. The Court has jurisdiction over this matter under Prob. C. §17000 (a) and
22 (b).

23 2. Venue is properly in Los Angeles County under Prob. C. §17005 as the
24 principal place of administration of the trust is Los Angeles County.

25 **PARTIES**

26 3. Petitioners are the daughters of James J. Cotter, Sr. ("James Sr.").
27 James Sr. passed away on September 13, 2014. James Sr. was a resident of Nevada at his
28 death.

-1-

1 4. In addition to Petitioners, James Sr. is survived by his son, James J. Cotter,
2 Jr. ("JR").

3 **BACKGROUND FACTS**

4 5. James Sr. was the former Chief Executive Officer, Chairman of the Board
5 and the controlling shareholder of Reading International Inc. ("RDI") and held numerous
6 real estate investments including, in particular, citrus farm operations in Fresno and
7 Tulare Counties. RDI is a publicly-traded company with two classes of stock; James Sr.
8 controlled over 70% of the voting shares and also owned a significant amount of non-
9 voting stock. Petitioner Ellen, RDI's Chief Operating Officer (for US cinemas), has been
10 an executive at RDI for over 17 years. In March 2013, Ellen was appointed to the Board
11 of Directors of RDI. Petitioner Margaret, who has been a long-time Board member of
12 RDI, has also been the head of RDI's live theater operations for 15 years and has been
13 heading up the day to day pre-development process and transition of RDI's New York
14 theater properties to major realty developments. Until 2013, when he was made President
15 of RDI, JR worked for the Cotter family citrus farm operations, and was a member of the
16 Board of RDI.

17 6. On or about August 1, 2000, James Sr. created the James J. Cotter Living
18 Trust ("Original Trust"). On May 17, 2006, James Sr. executed the First Amendment to
19 and Complete Restatement of the Original Trust. Between 2006 and 2013, James Sr.
20 made various partial amendments to the Original Trust.

21 7. In the spring of 2013, James Sr. was diagnosed with metastatic prostate
22 cancer. Because Margaret was pregnant at the time (with a high-risk pregnancy),
23 James Sr. did not share his diagnosis with Petitioners until the fall of 2013—after Margaret
24 had delivered her child. James Sr. also did share information concerning his cancer with
25 JR during the spring of 2013.

26 8. On June 5, 2013, James Sr. executed the 2013 Amendment to and Complete
27 Restatement of Declaration of Trust (the "2013 Trust"). A true and correct copy of the
28 2013 Trust is attached hereto as Exhibit A. The 2013 Trust provided for the following

1 distributions of James Sr.'s primary assets upon his death. First, the voting stock of RDI
2 would be distributed to a separate trust (the "RDI Voting Trust") for the benefit of
3 James Sr.'s grandchildren. Margaret and JR have children; Ellen does not. The sole
4 trustee of the RDI Voting Trust would be Margaret. Because James Sr.'s voting stock
5 controlled RDI, Margaret as Trustee of the RDI Voting Trust would have effective
6 control over RDI under the terms of the 2013 Trust. The 2013 Trust also expressed
7 James Sr.'s wish that Margaret would become the "chairperson" of RDI and that she
8 would support JR as President of RDI.

9 9. Second, the 2013 Trust provided that the citrus farm operations (which were
10 now defined as Cecilia Packing Corporation ("Cecilia"), James J. Cotter Management, an
11 interest in South Hill Partnership, and 1,700 acres in Tulare, Kern and Fresno Counties)
12 were to be divided equally among James Sr.'s three children. The 2013 Trust provided
13 for no further limitations or restrictions on what each child could do with his or her
14 respective interests in the citrus farm operations upon distribution. Importantly, JR had
15 used the citrus operations as a means of funding his lifestyle. For example, Cecilia
16 provided essentially free financing to JR to purchase citrus orchards in his own name.
17 Cecilia also provided JR with financial assistance, which was taken out of the citrus
18 operations, to purchase a Los Angeles residence. In addition, during the spring of 2014,
19 when JR allegedly was devoting all his time to running RDI, JR convinced James Sr. to
20 give JR a 10-year employment agreement to pay JR \$200,000 annually for serving as a
21 "director" of Cecilia. Obviously, the terms of the 2013 Trust would have allowed
22 Margaret and Ellen to put a stop to this conduct after James Sr.'s death and would have
23 put JR at great risk because Ellen and Margaret would control Cecilia by virtue of their
24 joint 2/3rds ownership.

25 10. Third, the 2013 Trust provided that the residue of James Sr.'s estate—as well
26 as his retirement benefits from RDI—would go to the James J. Cotter Foundation. Of
27 course, this donation would have provided a significant tax deduction for the Estate of
28 James Sr.

1 11. Fourth, the 2013 Trust provided that Margaret and Ellen would serve as the
2 trustees of the 2013 Trust after James Sr.'s death.

3 12. The documents described in paragraphs 6 through 11, above, were drafted
4 by attorneys at Gibson, Dunn & Crutcher and, later, by Charles A. Larson, a former
5 partner at Gibson, Dunn & Crutcher. Petitioners are informed and believe that all of the
6 pre-2014 estate planning documents were drafted by Charles Larson after he had spoken
7 directly with James Sr.

8 13. In November 2013, James Sr. finally informed Margaret and Ellen of his
9 medical diagnosis, at which time he told them about the seriousness of his condition.
10 Ellen promptly made arrangements to move to James Sr.'s apartment and she began
11 caring for him in mid-December 2013.

12 14. Although Charles Larson had been responsible for most of James Sr.'s prior
13 estate planning, James Sr. decided to change lawyers in early 2014. In February 2014,
14 James Sr. began working with Scot Kirkpatrick, an estate planning attorney in Atlanta, to
15 create a tax-advantaged estate plan. James Sr., Petitioners, and JR all attended a meeting
16 with Scot Kirkpatrick concerning James Sr.'s estate planning in or about February 2014.

17 15. In May and early June 2014, Scot Kirkpatrick corresponded with James Sr.
18 about proposed changes to James Sr.'s estate plan, including the need to revise the plan to
19 reflect James Sr.'s residence in Nevada. Based on these discussions, Kirkpatrick began
20 drafting a new trust to replace the 2013 Trust.

21 16. On June 9, 2014, James Sr. provided JR with a packet of documents which
22 included changes to James Sr.'s estate plan that James Sr. had been discussing with
23 Scot Kirkpatrick, as well as a copy of the 2013 Trust. Petitioners are informed and
24 believe that JR had not previously seen the 2013 Trust. Upon information and belief,
25 Petitioners allege that included in the packet was a draft amended and restated trust
26 prepared by Kirkpatrick which would have made changes to James Sr.'s estate plan that
27 were not favorable to JR.

28 //

1 17. Two days later, on June 11, 2014, JR arranged a dinner with James Sr. and
2 Margaret. James Sr. had received several hours of radium treatment earlier that day. At
3 the dinner, JR discussed James Sr.'s assets and urged James Sr. to take action to benefit
4 his grandchildren. JR also stated that Margaret and JR should both be co-trustees of the
5 RDI Voting Trust. (Under the then-current 2013 Trust, Margaret would be sole trustee of
6 the RDI Voting Trust.)

7 18. On or about June 14, 2014, James Sr. contacted Scot Kirkpatrick and said
8 that JR was pressuring him about his estate planning. In response to the call, Kirkpatrick
9 made changes to the draft amended and restated trust that he had sent to James Sr. the
10 week before. James Sr. and Kirkpatrick agreed that Kirkpatrick would travel to Los
11 Angeles on June 30 to meet with James Sr. to execute the new estate plan.

12 19. On June 16, 2014, James Sr. was admitted to the hospital after having
13 suffered a fall at his Los Angeles apartment. At the time of his hospital admission, there
14 was no determination as to what had caused his fall. James Sr.'s mental health had been
15 deteriorating over the preceding weeks. An initial neurological examine at the hospital
16 reported that James Sr. was unable to remember the month or to provide the name of the
17 hospital to which he had been admitted. Moreover, a neuropsychiatric evaluation of
18 James Sr. conducted on June 24, 2014 -- eight days after his admission -- concluded that
19 James Sr. had serious cognitive deficits, which deficits appear to have occurred in the
20 weeks immediately prior to June 24, 2014. The neuropsychiatric evaluation concluded
21 that James Sr. "experiences major cognitive compromise." Doctors ultimately concluded
22 that James Sr. had suffered a stroke.

23 20. On June 19, 2014 Kirkpatrick--who did not know that James Sr. had been
24 admitted to the hospital--sent a revised trust (the "Kirkpatrick Trust") to James Sr. for his
25 signature in anticipation of their June 30 meeting. Kirkpatrick believed the Kirkpatrick
26 Trust reflected the testamentary intent of James Sr. as expressed to Kirkpatrick over the
27 previous few weeks--prior to James Sr.'s hospitalization. James Sr. never had an
28 opportunity to sign the Kirkpatrick Trust.

1 21. Also, on June 19, 2014, less than a week prior to the June 24
2 neuropsychiatric evaluation which concluded that James Sr. had major cognitive
3 impairment, JR made his own arrangements to try to get James Sr. to amend the 2013
4 Trust in a manner favoring JR.

5 22. At 7:14 a.m. on June 19, 2014, JR sent Charles Larson (the estate planning
6 attorney that James Sr. had replaced with Scot Kirkpatrick) an email titled "Amendment,"
7 with an attached chart detailing various changes JR wanted made to the 2013 Trust.
8 Petitioners are informed and believe, and thereupon allege, that Charles Larson had had
9 no communication with James Sr. during the prior six months about changes to the Trust
10 (or anything else), and took all his instructions concerning the proposed amendment from
11 JR. Less than two hours later, at 9:03 a.m., Charles Larson emailed a draft amendment to
12 JR with a note saying, "let me know if this properly reflects his wishes *as you have*
13 *relayed them to me.*" [Emphasis added.] JR then brought the draft amendment he had just
14 received from Charles Larson to James Sr.'s hospital room, where Petitioner Margaret
15 was present. JR informed Margaret that Charles Larson had prepared the amendment
16 based on Larson's review of videos that JR had allegedly taken of James Sr. expressing
17 his desires for revisions to his estate plan. Upon information and belief, Petitioners
18 allege that JR never provided such videos to Larson, and that Larson simply relied on
19 instructions from JR. (When Margaret later asked Larson for such videos, Larson told her
20 that he had none.) JR explained to Margaret that he had asked Larson to draft the
21 amendment because Scot Kirkpatrick was "too slow" in preparing amendment
22 documents. JR further explained that the primary purpose of the amendment was to
23 provide that the residue of James Sr.'s estate would go to his three children rather than to
24 the Foundation—something that Margaret believed was consistent with James Sr.'s wishes.
25 Margaret was severely distressed about her father's condition and had not slept much the
26 previous three nights because she had stayed with her father in the hospital room. As a
27 result, Margaret merely scanned the proposed amendment. JR asked Margaret to try to
28 get James Sr. to sign the proposed amendment, since Margaret and JR both knew that

1 James Sr. would be reluctant to sign a document presented to him by JR. JR sat in a
2 corner of James Sr.'s hospital room, and (Margaret was subsequently informed)
3 surreptitiously videotaped the events on his iPhone. Margaret then read James Sr. a
4 bullet-point summary provided to her by JR of the terms of the proposed amendment.
5 When Margaret asked James Sr. to sign, he initially refused. Margaret then begged him
6 to sign because "otherwise everything would be going to the Foundation." After tears
7 were shed, James Sr. signed the amendment Charles Larson had drafted that morning at
8 JR's request (the "2014 Hospital Amendment"). The 2014 Hospital Amendment was
9 neither notarized nor witnessed by any third-party. A true and correct copy of the 2014
10 Hospital Amendment is attached hereto as Exhibit B.

11 23. Immediately after the 2014 Hospital Amendment was signed, JR took
12 possession of the document and left the hospital room. JR did not leave a copy of the
13 2014 Hospital Amendment with Margaret or with James Sr. Despite repeated requests
14 from Margaret to JR for a copy, Margaret did not see a copy of the 2014 Hospital
15 Amendment until nearly six weeks later, on August 29, 2014.

16 24. The 2014 Hospital Amendment made significant changes to the 2013 Trust,
17 changes which were different from the changes reflected in the draft Kirkpatrick Trust
18 which Scot Kirkpatrick had discussed directly with James Sr. First, the 2014 Hospital
19 Amendment made JR and Margaret co-trustees of the RDI Voting Trust instead of
20 Margaret being the sole trustee. The 2014 Hospital Amendment also provided that if JR
21 and Margaret could not agree in their capacities as co-trustees of the RDI Voting Trust,
22 voting control would alternate every year. This unconventional dispute resolution
23 mechanism had never appeared in any previous document relating to James SR's estate
24 planning. Suddenly, JR went from having zero voting power over RDI in the 2013 Trust
25 to having an effective veto right over any decisions relating to RDI in the 2014 Hospital
26 Amendment.

27 25. Second, the 2014 Hospital Amendment provided that the citrus operations
28 assets would go into a newly-created Cotter Citrus Trust ("Citrus Trust"), of which all

1 three children would serve as co-trustees. The 2014 Hospital Amendment also provided
2 that the citrus operations, which were the part of James Sr.'s business empire with which
3 JR had been most involved, should be maintained as a single business and that none of
4 the assets of the Citrus Trust could be disposed of unless the trustees agreed unanimously.
5 This marked a major change from the 2013 Trust, which had simply gifted the citrus
6 operations evenly to the three children without further restriction.

7 26. Third, the 2014 Hospital Amendment made multiple specific bequests of
8 property to be divided among the three children and also provided that the Trust residue
9 would go equally to the three children. In contrast, under the 2013 Trust, all the specific
10 bequest properties and the entire Trust residue would have gone to the Foundation.

11 27. Fourth, the 2014 Hospital Amendment added JR as a co-trustee of the Trust
12 along with Petitioners, a significant change since California law requires unanimous
13 trustee consent for action. Under the 2013 Trust, only the Petitioners were named as co-
14 trustees. As a result, the 2014 Hospital Amendment gave JR a veto power over trustee
15 decision-making.

16 28. The 2014 Hospital Amendment was not the only document JR arranged for
17 James Sr. to sign while James Sr. was in the hospital. Back in 2013, shortly after JR
18 learned of James Sr.'s cancer diagnosis, JR borrowed \$1.5 million from James Sr. to
19 purchase a home in Brentwood, California. While JR was supposed to pay interest on the
20 loan, upon information and belief, Petitioners allege that JR never paid any interest. On
21 June 9, 2014, James Sr., JR and Margaret were at James Sr.'s apartment when JR asked
22 James Sr. to sign a letter forgiving the \$1.5 million loan. James Sr. adamantly refused to
23 sign the loan forgiveness. But after James Sr. was hospitalized, JR was able to get James
24 Sr. to sign a note "forgiving" the \$1.5 million loan for no consideration.

25 29. Following the execution of the 2014 Hospital Amendment, James Sr.
26 purportedly signed a number of other documents specifically impacting the citrus
27 operations. After consultation with Charles Larson, JR informed Ellen and Margaret that
28 he was going to implement a plan to help save taxes regarding the citrus assets. The plan

1 required the execution of various legal documents, all of which are tainted. On July 21,
2 2014, a registration for Cotter Family Farms LLC was filed. On July 23, 2014, quitclaim
3 deeds for properties in Fresno and Tulare Counties were "signed" (with a signature
4 stamp) quitclaiming assets from James Sr. to his Trust. Upon information and belief,
5 Petitioners allege that JR used a stamp to mark James Sr.'s signature. These deeds were
6 ineffective, both because the statutory requirements for a stamp signature for James Sr.
7 were not met, and because the use of a signature stamp triggers special notarization rules
8 which were not followed. On July 25, 2014, an Operating Agreement for Cotter Family
9 Farms LLC was created with James Sr., as Trustee of the 2013 Trust, as the sole initial
10 member. The Cotter Family Farms LLC Agreement contains a schedule which indicates
11 that various properties were contributed by James Sr.'s Trust to the LLC.

12 30. On August 1, 2014, James Sr., purported to resign as Trustee of his Trust,
13 and Petitioners and JR took over as successor Co-Trustees, each signing a document
14 entitled "Acceptance of Co-Trustee James J. Cotter Living Trust." At the time of
15 Petitioners' signatures, neither of them had seen a copy of the 2014 Hospital Amendment.
16 Also on August 1, 2014, James Sr. executed a general power of attorney in favor of Ellen,
17 Margaret, and JR. On August 1, 2014, Ellen, Margaret, and JR, exercising their power of
18 attorney, then re-executed certain quitclaim deeds from James Sr. to the Trust.

19 31. On August 5, 2014, Petitioners and JR, acting in their capacities as
20 Co-Trustees, quitclaimed the Trust's interests in certain real properties in Fresno and
21 Tulare Counties to Cotter Family Farms, LLC.

22 32. On August 6, 2014, despite the fact that he purportedly had resigned as
23 Trustee of the Trust on August 1, 2014, James Sr. purportedly executed (via signature
24 stamp) a First Amendment to and Complete Restatement of Limited Liability Operating
25 Agreement for Cotter Family Farms LLC ("Amended LLC Agreement") in his capacity
26 as "Trustee of the James J. Cotter Living Trust dated August 1, 2000." While the
27 Amended LLC Agreement refers to additional assets contributed to the LLC by the Trust
28 in connection with the amendment, Petitioners are informed and believe that the

1 referenced schedule does not exist. The Amended LLC Agreement essentially purports to
2 give JR veto power over all decisions relating to the citrus operations. Moreover, while
3 the Amended LLC Agreement appoints Ellen, Margaret, and JR as co-managers over the
4 LLC, it prohibits them from taking salaries as "managers." Of course, JR had previously
5 signed with Cecilia an undisclosed 10-year employment agreement to pay him \$200,000 a
6 year as a "director," in violation of the corporate by-laws.

7 33. The Amended LLC Agreement purports to restrict severely disposition and
8 operation of the Trust's citrus assets. However, the Amended LLC Agreement cannot be
9 effective since the only signature on behalf of the Trust is James Sr.'s (stamped)
10 "signature" as "trustee" when he had "resigned" as the trustee days before—even assuming
11 he had capacity to sign (which he did not). Moreover, all of the purported transfers of
12 Trust assets to Cotter Family Farms, LLC, are ineffective because they all were
13 effectuated pursuant to documents that were tainted by James Sr.'s lack of capacity or
14 were a product of undue influence.

15 34. During August 2014, Petitioners began to come to terms with their father's
16 impending death and realized that they needed to pay more attention to their father's
17 estate planning and to evaluate and examine the actions taken by JR. Petitioners began to
18 ask JR for various documents. JR repeatedly refused to provide the requested documents
19 and grew increasingly hostile. Petitioners began to realize that they had been unwittingly
20 coopted into JR's plan to hijack James Sr.'s estate plan. Petitioners therefore stopped
21 cooperating with JR's plans and started investigating what had occurred over the previous
22 few months.

23 35. On September 13, 2014, James Sr. died.

24 36. James Sr.'s will had been executed in 2013, at the same time as the 2013
25 Trust. Significantly, the will was not changed at the time the 2014 Hospital Amendment
26 was signed. The will made Ellen and Margaret co-executors, not JR. The will has been
27 admitted to probate in Nevada, and Ellen and Margaret have been appointed as co-
28 executors.

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FIRST CAUSE OF ACTION

(Lack of Capacity)

37. Petitioners incorporate the allegations of Paragraphs 1 through 36 above.

38. At the time that James Sr. purported to execute the 2014 Hospital Amendment, he lacked the capacity to do so, lacking the knowledge and understanding necessary to understand the transactions into which he purportedly entered at that time.

39. The 2014 Hospital Amendment should be declared invalid due to James Sr.'s lack of capacity at the time of its execution.

40. At the time that James Sr. (a) purported to execute the loan forgiveness in favor of JR, (b) executed the Cotter Family Farms, LLC Agreement (and formed the entity), (c) executed a power of attorney on August 1, 2014, and (d) signed a resignation of trustee, he lacked the capacity to do so, lacking the knowledge and understanding necessary to understand the transactions into which he purportedly entered at that time. As a result, all of these documents as well as any subsequent documents signed pursuant to these documents should be declared invalid due to James Sr.'s lack of capacity.

SECOND CAUSE OF ACTION

(Undue Influence)

41. Petitioners incorporate the allegations of Paragraphs 1 through 36 and 38 through 40, above.

42. At the time James Sr. purported to execute the 2014 Hospital Amendment, he was subject to the undue influence of JR. JR was intimately involved in the drafting of the 2014 Hospital Amendment, having had the only communications with Charles Larson as the estate planning attorney to dictate the terms and conditions of the 2014 Hospital Amendment. JR brought the 2014 Hospital Amendment to James Sr.'s hospital room and caused him to execute the 2014 Hospital Amendment. As James Sr.'s son, JR was in a confidential relationship with James Sr., and JR unduly benefitted from the document in that it put JR into a position of control over the RDI Voting Trust (as opposed to his prior lack of a role); put JR in a position of control over the Citrus Trust, by designating him as

1 a co-trustee with his sisters, rather than providing for outright distribution; provided that
2 the residue of the property would be distributed to JR and to his siblings, rather than to
3 the Foundation established by James Sr.; and included JR as a co-trustee of the Trust
4 (which in California would require unanimous action of trustees).

5 43. Given that JR was in a confidential relationship, participated in the drafting
6 of the 2014 Hospital Amendment, and unduly benefitted from the 2014 Hospital
7 Amendment, the 2014 Hospital Amendment was the subject of undue influence and
8 should be overturned.

9 44. As James Sr. had no role in the drafting of the 2014 Hospital Amendment
10 and did not even review the 2014 Hospital Amendment before it was signed, the entire
11 2014 Hospital Amendment is tainted by undue influence and must be overturned.

12 45. At the time James Sr. executed the forgiveness of the \$1.5 million loan to
13 JR, he was similarly subject to the undue influence of JR. James Sr. had refused to
14 forgive the loan just days before. The transaction unduly benefits JR by permitting him to
15 keep \$1.5 million of James Sr.'s money and imposes a large gift tax obligation on the
16 2013 Trust as well as depriving the Estate of an asset with which to pay taxes. JR
17 prepared the instrument that purported to forgive the loan. At the time of its execution,
18 JR was in a confidential relationship with James Sr. As a result, the forgiveness of the
19 \$1.5 million loan should be set aside.

20 THIRD CAUSE OF ACTION

21 (Fraud)

22 46. Petitioners incorporate the allegations of Paragraphs 1 through 36, 38
23 through 40, and 42 through 45, above.

24 47. Petitioners were harmed because JR misrepresented to Margaret the
25 circumstances under which the 2014 Hospital Amendment had been created.
26 Specifically, JR misrepresented to Margaret that the 2014 Hospital Amendment was
27 created by Charles Larson based on his review of videotapes of James Sr. expressing his
28 desires for revisions to his estate plan. This representation was false because Larson did

1 not rely on any such videotapes and never communicated with James Sr. regarding the
2 2014 Hospital Amendment. In fact, Larson simply relied on JR's instructions about what
3 to include in the 2014 Hospital Amendment. JR knew these representations to Margaret
4 were false when he made them and made the misrepresentations with the intent to deceive
5 Margaret. JR further omitted to tell Margaret that he gave Larson the instructions as to
6 what to include in the 2014 Hospital Amendment, and made this material omission with
7 the intent to deceive Margaret. JR knew that Margaret would not ask James Sr. to sign a
8 trust instrument unless she believed that it reflected James Sr.'s true desires.

9 48. As their brother, JR had a duty not to make misrepresentations or material
10 omissions to Petitioners.

11 49. The misrepresentations of fact and material omissions by JR were likely to
12 and did in fact mislead Margaret into convincing James Sr. to sign the 2014 Hospital
13 Amendment, which he would not have signed if JR alone had asked him to sign.
14 Margaret took action in reliance on JR's statements and omissions, and was ignorant of
15 their falsity at the time.

16 50. Petitioners were proximately harmed by JR's misstatements because the
17 misstatements directly led to James Sr.'s signing the 2014 Hospital Amendment, which
18 significantly harms Petitioners. As a result of the above fraud, the 2014 Hospital
19 Amendment should be declared void because it is the product of fraud. Alternatively,
20 Petitioners seek recovery of actual damages. The above described acts by JR were willful,
21 wanton, malicious, and oppressive, were undertaken with the intent to defraud, and justify
22 the awarding of exemplary and punitive damages.

23 NOTICE

24 51. The following persons are entitled to notice of this petition.

25 Ann Margaret Cotter

26 Ellen Marie Cotter

27 James J. Cotter, Jr.

28 Gerard Cotter

1 Victoria Heinrich
2 Susan Heierman
3 Eva Baragon
4 Mary Cotter
5 Duffy James Drake Cotter
6 Margot James Drake Cotter
7 Sophia L. Cotter
8 Brook E. Cotter
9 James J. Cotter
10 James J. Cotter Foundation

11 WHEREFORE, Petitioner prays for an order of this Court:

- 12 1. Determining that the 2014 Hospital Amendment is invalid;
13 2. Determining that the James Sr.'s forgiveness of the \$1.5 million loan to JR
14 is invalid;
15 3. Double damages pursuant to California Code Section 849;
16 4. Actual and punitive damages according to proof;
17 5. Awarding Petitioners their fees and costs of suit; and
18 6. Granting such other and further relief as this Court deems proper.

19
20 DATED: February 5, 2015

SACKS, GLAZIER, FRANKLIN & LODISE LLP

21
22 By 

Margaret G. Lodise
Attorneys for Ann Margaret Cotter and
Ellen Cotter

1 VERIFICATION

2
3 I have read the foregoing PETITION FOR ORDER DETERMINING
4 VALIDITY OF TRUST AMENDMENT AND FORGIVENESS OF LOAN and I
5 know its contents.

6 I am a party to this action. The matters stated in the foregoing document are
7 true of my own knowledge except as to those matters which are stated on information and
8 belief, and as to those matters I believe them to be true.

9 I declare under penalty of perjury under the laws of the State of California that
10 the foregoing is true and correct.

11 Executed on February 5, 2015, at New York, New York, California.

12
13 AMC
14 Ann Margaret Cotter
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VERIFICATION

I have read the foregoing PETITION FOR ORDER DETERMINING
VALIDITY OF TRUST AMENDMENT AND FORGIVENESS OF LOAN and I
know its contents.

I am a party to this action. The matters stated in the foregoing document are
true of my own knowledge except as to those matters which are stated on information and
belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

Executed on February 5, 2015, at New York, New York, California.


Ann Margaret Cotter

EXHIBIT 14



8-K 1 rdi-20160315x8k.htm 8-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 10, 2016Reading International, Inc.

(Exact name of registrant as specified in its charter)

Nevada1-862595-3885184(State or other jurisdiction
of incorporation)(Commission
File Number)(IRS Employer
Identification No.)6100 Center Drive, Suite 900, Los Angeles, California90045

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (213) 235-2240Not applicable.

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.**New Compensatory Arrangements for Executive and Management Employees**

See Item 5.02 below with respect to certain new compensation arrangements for executive and management employees and outside directors of Reading International, Inc. ("Reading," "Registrant" or the "Company").

Amendment to 2010 Stock Incentive Plan

On March 10, 2016, Reading's Board of Directors approved an amendment to the 2010 Stock Incentive Plan to permit the award of restricted stock units.

The foregoing description of the amendment to the 2010 Stock Incentive Plan is qualified in its entirety by reference to the provisions of the amendment to the 2010 Stock Incentive Plan as exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**Item 5.02 (c)****Andrzej Matyczynski**

On March 10, 2016, the Company's Board of Directors (the "Board") appointed Andrzej Matyczynski, 63, as Executive Vice President—Global Operations.

From May 11, 2015 until March 10, 2016, Andrzej Matyczynski has acted as corporate advisor to the Company. Mr. Matyczynski served as our Chief Financial Officer and Treasurer from November 1999 until May 11, 2015 and Corporate Secretary from May 10, 2011 to October 20, 2014. Prior to joining our Company, he spent 20 years in various senior roles throughout the world at Beckman Coulter Inc., a U.S. based multi-national. Mr. Matyczynski earned a Master's Degree in Business Administration from the University of Southern California.

See Item 5.02(e) below with respect to the compensation arrangements for Mr. Matyczynski.

Margaret Cotter

On March 10, 2016, the Board appointed Margaret Cotter, 48, as Executive Vice President-Real Estate Management and Development-NYC.

Margaret Cotter has been a Director of the Company since September 27, 2002, and on August 7, 2014 was appointed Vice Chairperson of our Board. Ms. Cotter is the owner and President of OBI, LLC ("OBI"), which has, since 2002, managed our live-theater operations. Pursuant to the OBI management arrangement, Ms. Cotter also served as the President of Liberty Theaters, LLC, the subsidiary through which we own our live theaters. Operating and overseeing these properties for over 16 years, Ms. Cotter contributes to the strategic direction for our developments. Until her appointment on March 10, 2016, while she received management fees through OBI, Ms. Cotter received no compensation for her duties as President of Liberty Theaters, LLC, other than the right to participate in our Company's medical insurance program. Ms. Cotter, through OBI and Liberty Theaters, LLC, managed the real estate which houses each of our four live theaters in Manhattan and Chicago. Based in New York, Ms. Cotter secures leases, manages tenancies, oversees maintenance and regulatory compliance of these properties and heads up the re-development process with respect to these properties and our Cinemas 1, 2 & 3 property. Ms. Cotter is also a theatrical producer who has produced shows in Chicago and New York and a board member of the League of Off-Broadway Theaters and Producers. Ms. Cotter, a former Assistant District Attorney for King's County in Brooklyn, New York, graduated from Georgetown University and Georgetown University Law Center. She is the sister of Ellen M. Cotter, a director and our President and Chief Executive Officer, and James J. Cotter, Jr., a director. Ms. Margaret Cotter is a Co-Executor of her father's estate, which is the record owner of 427,808 shares of our Class B Voting Stock (representing 25.5% of such Class B voting Stock). Ms. Margaret Cotter is also a Co-Trustee of the James J. Cotter, Sr. Trust, which is the record owner of 696,080 shares of Class B Voting Common Stock (representing an additional 44.0% of such Class B Stock). In addition, with her direct ownership of 804,173 shares of Class A Stock and 35,100 shares of Class B Stock and her positions as Co-Executor of her father's estate and Co-Trustee of the James J. Cotter, Sr. Trust, Ms. Cotter is a significant stockholder in our Company.

In connection with her appointment and employment as Executive Vice President of the Company, the Company's Audit and Conflicts Committee authorized the mutual termination of the Theater Management Agreement dated January 1, 2002, between the Company's subsidiary, Liberty Theaters, Inc. (predecessor to Liberty Theaters, LLC) and OBI, LLC, an entity wholly-owned by Ms. Cotter, (the "Theater Management Agreement"). The termination agreement is currently being negotiated by OBI, LLC and Liberty Theaters, LLC and finalized, will be filed on Form 8-K. While Ms. Cotter is the President of Liberty Theaters, LLC, Liberty Theaters, LLC is being separately represented in these negotiations and the final termination agreement will be subject to the review and approval of our Audit and Conflicts Committee.

The Compensation Committee and the Audit and Conflicts Committee each approved additional consulting fee compensation to Margaret Cotter totaling \$200,000 for services rendered by her to the Company in recent years outside of the scope of the Theater Management Agreement, including, but not limited to: (i) predevelopment work on the Company's Union Square and Cinemas 1, 2 & 3 properties, (ii) management of the New York properties, and (iii) management of Union Square tenant matters. The Compensation Committee also noted, when considering this additional consulting fee, that OBI, LLC had agreed to include as a part of its termination agreement with the Company certain waivers and releases including the termination of any rights it might have to receive compensation with

9/21/2016

2016.03.15 8K

respect to any show continuing at any of our theaters after the date of such termination.

The Theater Management Agreement generally provided for the payment of a combination of fixed and incentive fees for the management of our four live theaters. Historically, these fees have equated to approximately 21% of the net cash flow generated by these properties. We currently estimate that fees to be paid to OBI for 2015 will be approximately \$390,000. We paid \$397,000 and \$401,000 in fees with respect to 2014, and 2013, respectively. We also reimbursed OBI for certain travel expenses.

As Executive Vice-President Real Estate Management and Development - NYC, Ms. Cotter will continue to be responsible for the management of our live theater assets and business, will continue her role heading up the pre-redevelopment of our New York Properties and will become our senior executive responsible for the actual redevelopment of our New York properties.

Ms. Cotter's compensation as Executive Vice-President was set as part of the extensive executive compensation process described in Item 5.02(e) below. For 2016, Ms. Cotter's base salary will be \$350,000, she will have a short term incentive target bonus opportunity of \$105,000 (30% of her base salary), and she was granted a long term incentive of a stock option for 19,921 shares of Class A common stock and 4,184 restricted stock units under the Company's 2010 Stock Incentive Plan, as amended, which long term incentives vest over a four year period.

Item 5.02(e)

Compensation Arrangements

Background

The Executive Committee ("Executive Committee") of the Board of Directors (the "Board"), upon the recommendation of our Chief Executive Officer, requested the Compensation Committee to evaluate the Company's compensation policy for executive officers and outside directors and to establish a plan that encompasses sound corporate practices consistent with the best interests of the Company. The Compensation Committee undertook to review, evaluate, revise and recommend the adoption of new compensation arrangements for executive and management officers and outside directors of the Company. In January 2016, the Compensation Committee retained the international compensation consulting firm of Willis Towers Watson as its advisor in this process and also relied on the Company's legal counsel, Greenberg Traurig, LLP.

Going forward, the Board of Directors has adopted a formal charter for our Compensation Committee a copy of which has been posted on our website, www.ReadingRDI.com.

Executive Compensation

From late January to late February 2016, the Compensation Committee met five separate times with Willis Towers Watson, the Chief Executive Officer, and legal counsel. Except for the first meeting, each meeting exceeded three hours and was fully focused on the assessments

EXHIBIT 15

Filed Separately Under Seal



EXHIBIT 16



ORIGINAL

FL-150

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print, State Bar number, and address): William P. Glavin, Esq., SBN: 138132 Law Offices of William P. Glavin 841 Apollo Street, Suite 450 El Segundo, CA 90245 TELEPHONE NO.: (310) 882-0000 E-MAIL ADDRESS (Optional):		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles OCT 09 2013 John A. Clarke, Executive Officer/Clerk By: <i>k. Sels</i> , Deputy
ATTORNEY FOR (Name): Petitioner, Guy W. Adams SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		
PETITIONER/PLAINTIFF: Guy W. Adams RESPONDENT/DEFENDANT: Lois M. Kwasigroch OTHER PARENT/CLAIMANT:		
INCOME AND EXPENSE DECLARATION		
		CASE NUMBER: 30590599

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)

Attach copies
of your pay
stubs for last
two months
(black out
social
security
numbers).

- Employer: GWA Advisors, LLC
- Employer's address: 433 No. Camden Drive, Suite 810, Beverly Hills, CA 90210
- Employer's phone number: (310) 385-1951
- Occupation: Investment Advisor
- Date job started: November 2002
- If unemployed, date job ended:
- I work about 25 - 40 hours per week.
- I get paid \$ 5,000 gross (before taxes) ☒ per month ☐ per week ☐ per hour.

(If you have more than one job, attach an 8½-by-11-inch sheet of paper and list the same information as above for your other jobs. Write "Question 1—Other Jobs" at the top.)

2. Age and education

- My age is (specify): 62
- I have completed high school or the equivalent: ☒ Yes ☐ No (If no, highest grade completed (specify):
- Number of years of college completed (specify): 4 ☒ Degree(s) obtained (specify):
- Number of years of graduate school completed (specify): 2 ☒ Degree(s) obtained (specify):
- I have: ☐ professional/occupational license(s) (specify):
☐ vocational training (specify):

3. Tax information

- ☒ I last filed taxes for tax year (specify year): 2012
- My tax filing status is ☐ single ☐ head of household ☐ married, filing separately
☒ married, filing jointly with (specify name): Lois M. Kwasigroch
- I file state tax returns in ☒ California ☐ other (specify state):
- I claim the following number of exemptions (including myself) on my taxes (specify): 1

- Other party's income. I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$61,836/mo.
This estimate is based on (explain): W-2 for 2012 shows \$742,035

(If you need more space to answer any questions on this form, attach an 8½-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: _____

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date: October 7, 2013

 Guy W. Adams
 (TYPE OR PRINT NAME)

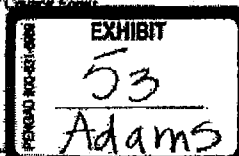
(SIGNATURE OF DECLARANT)

 Form Adopted for Mandatory Use
 Judicial Council of California
 FL-150 (Rev. January 1, 2011)

INCOME AND EXPENSE DECLARATION

 Page 1 of 4
 Family Code, §§ 2020-2022;
 9100-2112, 1052, 2020-2024;
 4000-0074, 0200-0200
 www.courtinfo.ca.gov

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JA3570

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print, last, first, middle, and address) William P. Glavin, Esq., SSN: 138132 Law Offices of William P. Glavin 841 Apollo Street, Suite 450 El Segundo, CA 90245 Telephone: (310) 382-0000 Email Address: wpglavin@att.net ATTORNEY FOR: Plaintiff, Guy W. Adams		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 JUDICIAL DISTRICT: Central District		
PETITIONER/PLAINTIFF: Guy W. Adams RESPONDENT/DEFENDANT: Lois M. Kwasigroch OTHER PARTY/CLAIMANT:		
INCOME AND EXPENSE DECLARATION		CASE NUMBER:

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)

Attach copies of your pay stubs for last two months (check out social security numbers).

- a. Employer: GWA Advisors, LLC
 b. Employer's address: 433 No. Camden Drive, Suite 810, Beverly Hills, CA 90210
 c. Employer's phone number: (310) 385-1951
 d. Occupation: Investment Advisor
 e. Date job started: November 2002
 f. If unemployed, date job ended:
 g. I work about 25 - 40 hours per week.
 h. I get paid: \$5,000 gross (before taxes) ☒ per month ☐ per week ☐ per hour.

If you have more than one job, attach an 8 1/2-by-11-inch sheet of paper and list the same information as shown for your other jobs. Write "Question 1—Other Jobs" at the top.

2. Age and education

- a. My age is (specify): 62
 b. I have completed high school or the equivalent: ☒ Yes ☐ No. If no, highest grade completed (specify):
 c. Number of years of college completed (specify): 4 ☒ Degree(s) obtained (specify):
 d. Number of years of graduate school completed (specify): 2 ☒ Degree(s) obtained (specify):
 e. I have: ☐ professional/occupational license(s) (specify):
☐ vocational training (specify):

3. Tax information

- a. ☒ I last filed taxes for tax year (specify year): 2012.
 b. My tax filing status is ☐ single ☐ head of household ☐ married, filing separately
☒ married, filing jointly with (specify name): Lois M. Kwasigroch
 c. I file state income tax in ☒ California ☐ other (specify state):
 d. I claim the following number of exemptions (including myself) on my taxes (specify): 1

4. Other party's income. I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$61,836/mo.
 This estimate is based on (specify): W-2 for 2012 shows \$742,035

(If you need more space to answer any questions on this form, attach an 8 1/2-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: _____

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date: October 7, 2013

Guy W. Adams
 (TYPE OR PRINT NAME)

(SIGNED OR STAMPED)

Form adopted by the Judicial Branch of California
 FL-180 (prev. January 1, 2007)

INCOME AND EXPENSE DECLARATION

Los Angeles Superior Court Judicial Branch Form

PETITIONER/PLAINTIFF: Guy W. Adams	CASE NUMBER:
RESPONDENT/DEFENDANT: Lois M. Kwasigroch	
OTHER PARENT/CLAIMANT:	

Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. Income (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12)
- | | Last month | Average monthly |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|
| a. Salary or wages (gross, before taxes) | \$ 8,472* | 8,472* |
| b. Overtime (gross, before taxes) | \$ 0 | 0 |
| c. Commissions or bonuses | \$ 2,083* | 2,083* |
| d. Public assistance (for example, TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving | \$ 0 | 0 |
| e. Spousal support <input type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage | \$ 0 | 0 |
| f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership | \$ 0 | 0 |
| g. Pension/retirement fund payments | \$ 0 | 0 |
| h. Social security retirement (not SSI) | \$ 0 | 0 |
| i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance | \$ 0 | 0 |
| j. Unemployment compensation | \$ 0 | 0 |
| k. Workers' compensation | \$ 0 | 0 |
| l. Other (military BAQ, royalty payments, etc.) (specify): | \$ 0 | 0 |

6. Investment income (Attach a schedule showing gross receipts less cash expenses for each piece of property.)
- | | | |
|---------------------------------|------|---|
| a. Dividends/interest | \$ 0 | 0 |
| b. Rental property income | \$ 0 | 0 |
| c. Trust income | \$ 0 | 0 |
| d. Other (specify): | \$ 0 | 0 |

(*) See Attachment 9

7. Income from self-employment, after business expenses for all businesses. \$ 4,667 2,011*
- I am the ☒ owner/part proprietor ☐ business partner ☐ other (specify):
- Number of years in this business (specify): 11
- Name of business (specify): GWA Capital Partners, LLC and GWA Advisors, LLC
- Type of business (specify): Investment Manager and Investment Advisor

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

See Attached Exhibit 1

8. ☐ Additional income, I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount):
9. ☒ Change in income. My financial situation has changed significantly over the last 12 months because (specify):
See Attachment 9 (Exhibit 2)

10. Deductions
- | | Last month |
|-------------------------------------------------------------------------------------------------------------------|------------|
| a. Required union dues | \$ 0 |
| b. Required retirement payments (not social security, FICA, 401(k), or IRA) | \$ 0 |
| c. Medical, hospital, dental, and other health insurance premiums (total monthly amount) | \$ 0 |
| d. Child support that I pay for children from other relationships | \$ 0 |
| e. Spousal support that I pay by court order from a different marriage | \$ 0 |
| f. Partner support that I pay by court order from a different domestic partnership | \$ 0 |
| g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g") | \$ 0 |

11. Assets
- | | Approx. | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|
| a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts | \$ 96,000 | 96,000 |
| b. Stocks, bonds, and other assets I could easily sell | \$ 243,000 | 243,000 |
| c. All other property, <input checked="" type="checkbox"/> real and <input checked="" type="checkbox"/> personal (estimate fair market value minus the debts you owe) | \$ 2,802,798 | 2,802,798 |

PETITIONER/PLAINTIFF: Guy W. Adams	CASE NUMBER:
RESPONDENT/DEFENDANT: Lois M. Kwasigroch	
OTHER PARENT/CLAIMANT:	

12. The following people live with me: During Marriage

Name	Age	How the person is related to me? (ex: son)	That person's gross monthly income	Pays some of the household expenses?
a. Lois M. Kwasigroch		Wife	61,836	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b.				<input type="checkbox"/> Yes <input type="checkbox"/> No
c.				<input type="checkbox"/> Yes <input type="checkbox"/> No
d.				<input type="checkbox"/> Yes <input type="checkbox"/> No
e.				<input type="checkbox"/> Yes <input type="checkbox"/> No

See Exhibit 3 (Combined Expenses/Spending)

13. Average monthly expenses

☐ Estimated expenses ☐ Actual expenses ☐ Proposed needs

a. Home:

(1) ☐ Rent or ☐ mortgage... \$

If mortgage:

(a) average principal: \$

(b) average interest: \$

(2) Real property taxes... \$

(3) Homeowner's or renter's insurance
(if not included above) \$

(4) Maintenance and repair... \$

b. Health-care costs not paid by insurance... \$

c. Child care... \$

d. Groceries and household supplies... \$

e. Eating out... \$

f. Utilities (gas, electric, water, trash)... \$

g. Telephone, cell phone, and e-mail... \$

h. Laundry and cleaning... \$

i. Clothes... \$

j. Education... \$

k. Entertainment, gifts, and vacation... \$

l. Auto expenses and transportation
(insurance, gas, repairs, bus, etc.)... \$m. Insurance (life, accident, etc.; do not
include auto, home, or health insurance)... \$

n. Savings and investments... \$

o. Charitable contributions... \$

p. Monthly payments listed in Item 14
(itemize below in 14 and insert total here)... \$

q. Other (specify):... \$

r. TOTAL EXPENSES (a-q) (do not add in
the amounts in a(1)(a) and (b)) \$

s. Amount of expenses paid by others \$

14. Installment payments and debts not listed above

Paid to	For	Amount	Balance	Date of last payment
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

15. Attorney fees (This is required if either party is requesting attorney fees):

a. To date, I have paid my attorney this amount for fees and costs (specify): \$10,000

b. The source of this money was (specify): Savings account.

c. I still owe the following fees and costs to my attorney (specify total owed): \$0

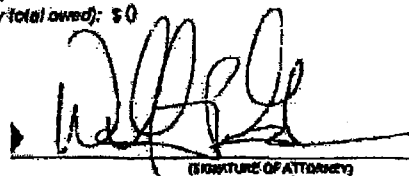
d. My attorney's hourly rate is (specify): \$450/hr

I confirm this fee arrangement.

Date: October 7, 2013

William P. Glavin

(TYPE OR PRINT NAME OF ATTORNEY)



(SIGNATURE OF ATTORNEY)

PETITIONER/PLAINTIFF: Guy W. Adams RESPONDENT/DEFENDANT: Lois M. Kwasigroch OTHER PARENT/CLAIMANT:	CASE NUMBER:
----------------------------------------------------------------------------------------------------------	--------------

FL-150

CHILD SUPPORT INFORMATION

(NOTE: Fill out this page only if your case involves child support.)

16. Number of children

- a. I have (specify number): 0 children under the age of 18 with the other parent in this case.
- b. The children spend _____ percent of their time with me and _____ percent of their time with the other parent.
 (If you're not sure about percentage or it has not been agreed on, please describe your parenting schedule here.)

17. Children's health-care expenses

- a. ☐ I do ☐ I do not have health insurance available to me for the children through my job.
- b. Name of insurance company:
- c. Address of insurance company:
- d. The monthly cost for the children's health insurance is or would be (specify): \$
 (Do not include the amount your employer pays.)

18. Additional expenses for the children in this case

Amount per month

- a. Child care so I can work or get job training: \$ _____
- b. Children's health care not covered by insurance: \$ _____
- c. Travel expenses for visitation: \$ _____
- d. Children's educational or other special needs (specify below): \$ _____

19. Special hardships. I ask the court to consider the following special financial circumstances

(attach documentation of any item listed here, including court orders):

Amount per month

For how many months?

- a. Extraordinary health expenses not included in 18b: \$ _____
- b. Major losses not covered by insurance (examples: fire, theft, other insured loss): \$ _____
- c. (1) Expenses for my minor children who are from other relationships and are living with me: \$ _____
- (2) Names and ages of those children (specify): _____

(3) Child support I receive for those children: \$ _____

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

20. Other information I want the court to know concerning support in my case (specify):

Moving into my rental apartment and furnishing it, I spent over \$15,000.

Exhibit 1

**Attachment No. 9 and GWA Consulting Income Schedule
(Exhibit 1)**

The attached schedule reflects my change in income. I no longer receive an income from Mercer (Column C) and included in my average monthly income Line 5(a), page 2, is a one time fee that I will not receive in the future and is not indicative of my regular/average income.

9. Change in Income.

Column A - is "at will" on a monthly basis

Column B - is "at will" and is on a short-term basis that can end abruptly

Column C - This income ended May 31, 2013

Column D - This income was a one-time fee. No further compensation is expected from this source.

GWA Consulting Income
9/1/2012 through 8/31/2013

Column A	Column B	Column C	Column D	TOTAL
JCS Farms	Yieldmen	Mercer	Captive Inv.	Amount
\$48,000	\$8,000	\$45,567	\$25,000	\$126,567
4,000	667	3,806	2,083	10,556
TOTAL INCOME				
Per Month				
Total Expenses LTM				
Total Expenses LTM Capital Pmt's				
Total Expenses LTM Advisors				
TOTAL BUSINESS EXPENSES 9/1/12 - 8/31/13				
Per Mo				
LTM Net Income				
Per Mo				

Exhibit 2

GWA Advisors, LLC

2011

Jan - Dec 11

Income		
GWA Capital	<u>\$(84,285.11)</u>	Note 1
Consulting Fee Income	<u>54,500.00</u>	
Mercer Stock	<u>101,640.00</u>	Note 2
Total Income	<u>71,854.89</u>	
Total Expense	<u>00000.00</u>	
Net Income	<u>\$ 71,854.89</u>	

2012

Jan - Dec 12

Income		
GWA Capital	<u>\$(70,273.86)</u>	Note 1
Consulting Fee Income	<u>69,500.00</u>	
Mercer Stock	<u>29,850.00</u>	Note 2
Total Income	<u>29,076.14</u>	
Expense	<u>00000.00</u>	
Net Income	<u>\$ 29,076.14</u>	

Note 1 Advisors has no expenses. Advisor owns Capital Partners
All income and expenses from Capital Partners are reflected
in this line item.

Note 2 Represents stock grant awards. This amount is shown for
tax purposes, as income, however it is NOT CASH and cannot
be sold for one year.

GWA CAPITAL PARTNERS, LLC
Profit & Loss
January through December 2012

2012
Accrual Basis

Gain on Capital Account	
GWA Investments	\$(7,191.72)
Other Income	<u>3.29</u>
Total Income	\$(7,188.43)

Moving Expense	\$5,861.81
Bank Service Charge	99.00
Data Service	7,520.95
Depreciation	393.69
Dues and Subscriptions	743.99
Equipment Purchases	1,746.07
Licenses and Permits	1,047.00
Marketing and Sales	68.33
Meals and Entertainment	6,332.47
Miscellaneous	162.80
Office Supplies	1,518.71
Parking	2,183.89
Postage and Delivery	266.82
Accounting	5,657.00
Legal	460.00
Other Professional Services	412.95
Total Professional Fees	6,529.95
Rent - Office	9,380.00
Rent - Other	3,925.00
Repairs and Maintenance	2,004.64
Software	320.74
Income Tax	1,600.00
Taxes - Other	800.00
Total Taxes	2,400.00
Telephone	4,308.01
Airfare	2,560.02
Lodging	2,880.72
Other	423.77
Taxi	250.00
Transportation	156.74
Total Travel	6,271.25

Total Expense	\$ 63,085.12
---------------	--------------

Net Income	\$(70,273.55)
------------	---------------

GWA CAPITAL PARTNERS, LLC
Profit & Loss
January through December 2011

2011
Accrual Basis

Gain on Capital Account
GWA Investments \$(10,528.59)
Total Income \$(10,528.59)

Bank Service Charge 49.00
Data Service 18,246.08
Depreciation 539.00
Dues and Subscriptions 1,379.48
Equipment Purchases 4,714.43
Licenses and Permits 1,469.00
Marketing and Sales 64.90
Meals and Entertainment 4,718.31
Miscellaneous 9.99
Office Supplies 1,508.99
Parking 1,976.03
Postage and Delivery 206.92

Accounting 5,455.00
Other Professional Services 737.63
Total Professional Fees 6,192.63

Rent - Other 3,968.00
Repairs and Maintenance 5,641.25
Software 1,130.38
Taxes 3,954.00
Telephone 5,117.29

Airfare 3,372.46
Lodging 9,411.07
Other 74.24
Taxi 245.00
Transportation 308.40
Total Travel 13,411.17

Total Expenses \$74,296.85

Interest Income 1.33
Net Income \$(84,824.11)

GWA Assets and Liabilities

(As Of August 31, 2013)

		<u>Cash</u>	<u>Stock</u>
Personal			
	Cash	\$92,289	
	Stock		\$143,975
Capital Partners			
	Cash	2,994	
	Stock		99,456
Advisors			
	Cash	1,688	0
	TOTALS	\$96,971	\$243,431
IRA			
	Cash	\$44,804	
	Stock		\$1,678
Retirement Plan for: Deccurion Corporation *			
	Cash/ Stock Value	U / K	U / K
Debt and Liabilities		\$ 0	

* Defined Contribution Plan from past employment in 1994.

Exhibit 3

Average Combined Spending by Category

1/1/2011 through 12/31/2012
Category

Annual Expenses

Auto Lease- LMK	\$ 6,600 *	
Auto:Fuel	4,800	
Auto:Fuel-LMK	2,400 *	
Auto:Insurance-Guy	763	
Auto:Insurance-LMK	1,650 *	
Auto:License - Fees	158	
Auto:Service	1,944	
Apartment Rent - Guy	36,000 *	
Bank Charge	121	
Charitable	1,097	
Christmas + Gifts	2,638	
Christmas + Gifts-LMK	3,000 *	
College Fees - LMK	30,000 *	
Clothing-Guy	2,400	
Clothing-LMK	4,000 *	
Dependent Support - LMK	6,000 *	
Entertainment - Guy	2,676	
Entertainment-LMK	2,400 *	
Groceries:Fast Foods	868	
Groceries:Food Store	8,222	
Groceries:Food Store-LMK	4,000 *	
Household:Gardener	5,100	Ave 425/ mo
Household:Maintenance	85	
Household:Maintenance-LMK	4,800 *	
Housing:Expenses (Wells)	3,460	
Housing:Expense (HB)	1,016	
Housing: Interest-LMK-Wells	61,126	
Housing Interest-LMK-SB	32,850	

Property Tax-Wells - LMK	13,938	
Property Tax - SB - LMK	\$12,878	
Santa Barbara Homeowners Fee-LMK	11,760	*
Storage Rental	3,600	
Insurance-Life Insurance	1,383	
Insurance-Houses - LMK	1,500	*
Medical-Guy	2,714	
Medical-LMK	3,000	*
Misc-Guy	4,855	
Misc-LMK	5,000	*
Utilities	12,600	
Vacation-Guy	6,000	*
Vacation-LMK	1,500	*
Major Expenditures-LMK	4,200	*
Major Expenditures-Guy	<u>3,718</u>	
OVERALL TOTAL		
	/Yr	\$318,820
	/Mo	\$ 26,568

*Estimate

Exhibit 4

In Re Marriage of Adams

Petitioner's Income and Expense Declaration

Exhibit 4

13 q. Other. Miscellaneous Expenses (Monthly):

Gym membership and vitamins	\$ 222
Bed, furniture and furnishings for HB residence; Bed, furniture and furnishings for Santa Barbara condo; contribution to Grandchildren education	309
Political contributions (non-deductible)	15
Supplies and other expenses	117
Bank Charges	10
Credit Card Interest Expenses	6
Credit Card Fees/Costs for Card	16
Total	\$ 695

1 **DECLARATION OF GUY W. ADAMS**

2 I, Guy W. Adams, declare as follows:

3 1. I am the Petitioner in the instant matter. I make and submit this
4 declaration in support of my Request for Order Re Spousal Support and Attorneys
5 Fees and Costs. The facts stated herein are known to me personally, and if called
6 upon as a witness, I could and would competently testify thereto.

7 2. I offer this Declaration in lieu of personal testimony, pursuant to §§2009
8 and 2015.5 of the *California Code of Civil Procedure*, Rule 5.118(f) of *California Rules*
9 *of Court*, and pursuant to the authority of *Reiffer vs. Superior Court* (1974) 39 Cal.
10 App.3d 479, and *Marriage of Stavenot* (1984) 154 Cal.App.3d 1051.

11 3. Respondent, Lois M. Kwasigroch (hereinafter "Lois") and I married on
12 September 29, 2007 and separated on September 1, 2013, a period of 5 years and
13 11 months. We do not have any children together, however, Lois has a daughter,
14 Annelise Alexander, age 20, from a prior marriage. Lois and I did not sign a
15 prenuptial agreement prior to our marriage.

16 **SPOUSAL SUPPORT**

17 4. Prior to our marriage, I owned and operated two businesses: GWA
18 Capital Partners, an investment management company, and GWA Advisors, a
19 investment consulting firm. At that time, GWA Capital Partners had four employees.
20 Prior to our marriage, both of my businesses were prospering, but the 2007-08 market
21 meltdown resulted in significant investment losses for both companies. By the end
22 2008, most of my investors had pulled out, and my businesses' combined value had
23 declined by approximately 70%. At that time, I had to lay off all of my employees.
24 Since that time, I have worked to rebuild my businesses. I am currently devoting most
25 of my time to advisory assignments.

26 5. Lois is an attorney specializing in biotech patent litigation. She started
27 working at her current employer, Amgen, a few months prior to our marriage in 2007.
28

1 She is presently an Associate General Counsel at Amgen. Prior to starting work at
2 Amgen, Lois was a partner at Jones Day.

3 6. Lois' income far exceeds mine. Pursuant to our 2012 tax return, my
4 gross income from both of my businesses was \$100,350 before any business
5 expenses. (See 2012 tax returns, attached hereto as Exhibit "A"). Per schedule C of
6 our tax returns, my business expenses were \$63,962. (See Exhibit "A"). My current
7 income is approximately \$5,000 per month, most of which I earn from short-term
8 consulting assignments. Also, in 2013, my income has decreased because my 10
9 year contract that I had with Mercer, one of my major clients, ended on May 31, 2013.

10 7. In contrast to me, Lois' income has not been negatively impacted by the
11 recent economic recession. Pursuant to our 2012 tax return, Lois' gross income from
12 her employment at Amgen was \$742,035. (See Exhibit "A"). Considering Lois'
13 monthly income of \$61,833, my monthly income of \$5,000, both of us filing as single
14 and claiming one deduction, and Lois' property tax expenses of \$1,161 and mortgage
15 interest deduction of \$5,093, Lois' monthly spousal support obligation to me is
16 \$22,377. (See Dissomaster, attached hereto as Exhibit "B").

17 **ATTORNEYS FEES AND COSTS**

18 8. In addition to earning significantly more income than me, Lois has more
19 assets than me. In 2007, when Lois and I married, my IRA account had an
20 approximate balance of \$161,991. Today the balance of my IRA account is less than
21 \$50,000. Most of the loss in value of my IRA was a result of the 2007-08 market
22 decline. I have one other retirement account which has an approximate value of
23 \$20,000. Lois has several retirement accounts. Her 401(k) and IRAs have
24 appreciated significantly during our marriage, in large part due to the contributions by
25 her employer. I estimate that the current value of Lois' 401(k) and IRAs is in excess
26 of \$600,000. In addition to her retirement accounts, Lois has checking and savings
27 accounts to which I do not have access, so I am unaware as to their current balances.

28

1 9. In addition to her liquid assets, Lois has a residence that is primarily her
2 separate property. During our marriage, Lois and I primarily resided in a house which
3 Lois acquired in 1998, prior to our marriage. Although the residence is Lois' separate
4 property, we made significant improvements to the property during our marriage using
5 our community property. Additionally, Lois refinanced the property twice during our
6 marriage, and we paid the mortgage from our community property earnings. Since
7 our separation, Lois has continued to reside in the property.

8 10. On May 26, 2012, Lois and I purchased a second home in Montecito,
9 California for \$1,211,927. The down payment for this purchase came predominately
10 from Lois' bonus payment received in March of that year. Since our purchase of this
11 property, the residence has increased in value. Since our separation, Lois has had
12 exclusive use and occupancy of the Montecito property.

13 11. Since our separation, I have incurred significant expenses locating,
14 leasing and furnishing an apartment while Lois has remained living in both of our
15 family residences.

16 12. Additionally, I have paid \$10,000 to retain an attorney to represent me in
17 this litigation. Based on Lois' statements to me regarding support and division of our
18 assets, I anticipate that I will incur significant legal fees before our dissolution matter
19 is resolved.

20 **RELIEF REQUESTED**

21 13. I respectfully request that Lois be ordered to pay me \$22,377 per month
22 as and for spousal support.

23 14. I further respectfully request that Lois be ordered to make a \$25,000
24 contribution to my attorneys fees and costs forthwith.

25 I declare under penalty of perjury that the foregoing is true and correct.

26 Executed this 7th day of October 2013, at El Segundo, California.

27
28 
Guy W. Adams

EXHIBIT 17

Filed Separately Under Seal

EXHIBIT 18

Filed Separately Under Seal



EXHIBIT 19



From: Kane <elkane@san.rr.com>
Sent: Monday, May 18, 2015 10:16 PM
To: Guy Adams

See if you can get someone else to second the motion. If the vote is 5-3 I might want to abstain. and make it 4—3. If it's needed I will vote. It's personal and goes back 51 years. If no one else will second it I will.



EXHIBIT 20



From: Kane <elkane@san.rr.com>
Sent: Tuesday, May 19, 2015 12:27 AM
To: Guy Adams
Subject: Re:

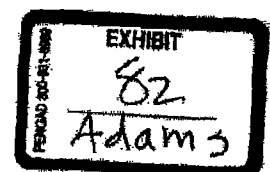
which are?

From: Guy Adams
Sent: Monday, May 18, 2015 3:26 PM
To: Kane
Subject: RE:

Ok.
Can you second the other motions?

From: Kane [mailto:elkane@san.rr.com]
Sent: Monday, May 18, 2015 3:16 PM
To: Guy Adams
Subject:

See if you can get someone else to second the motion. If the vote is 5-3 I might want to abstain. and make it 4-3. If it's needed I will vote. It's personal and goes back 51 years. If no one else will second it I will.



JA3603

EXHIBIT 21

Filed Separately Under Seal



EXHIBIT 22

Filed Separately Under Seal



EXHIBIT 23

Filed Separately Under Seal

EXHIBIT 24

Filed Separately Under Seal



EXHIBIT 25

Filed Separately Under Seal

EXHIBIT 26

Filed Separately Under Seal



EXHIBIT 27



Message

From: Margaret Cotter [Margaret Cotter]
Sent: 6/4/2015 6:14:53 PM
To: James Cotter JR.
CC: Ellen Cotter
Subject: RE: John Genovese

I told you, give me a call I will articulate over the phone.

From: James Cotter JR
Sent: Thursday, June 04, 2015 2:14 PM
To: Margaret Cotter
Subject: RE: John Genovese

Currently reviewing with lawyers....can you please tell me your thoughts about John?

From: Margaret Cotter
Sent: Thursday, June 04, 2015 11:11 AM
To: James Cotter JR; Ellen Cotter
Subject: RE: John Genovese

Frankly, I would be more concerned about yourself and getting your position squared away than dealing with another employee. I think your priorities are a little skewed. What is the status of the paperwork we sent you yesterday.

From: James Cotter JR
Sent: Thursday, June 04, 2015 1:53 PM
To: Margaret Cotter; Ellen Cotter
Subject: RE: John Genovese
Importance: High

Bill and Dev do not believe Ellen's candidate has experience to oversee our U.S. real estate. I do not believe he does either. Bill and Dev are very impressed with John and believe he should be hired. We have met a lot of candidates and John is by far the best. If the Company waits any longer, we will lose this candidate. You should not view him as a threat to your role or Edifice's role. The decision to wait is not in the Company's best interest, whether I am here or not. This Company needs an experienced real estate developer who has been there and done that. He has long tenure at Macerich and Equity Office. This is a no-brainer. What are your reasons for not wanting to hire John? If he does not work out, we can fire him and lose one year salary. If he works out, we will be able to move all our properties forward at fast pace. You gave me one reason, that of him being arrogant. He has experience in all areas- retail leasing, construction, buying, selling, financing....a full-service real estate guy. I would note that John scored highest on team play on Kom Ferry's test. He is to be viewed as a resource and he fully understands corporate structure here and the mandate to help everyone. There is now a fear of losing John as a candidate. Why he is not the right guy?

I am talking to Kom Ferry this morning and would like both of your input.

EXH 156
DATE 5-12-16
WIT M. Cotter
PATRICIA HUBBARD

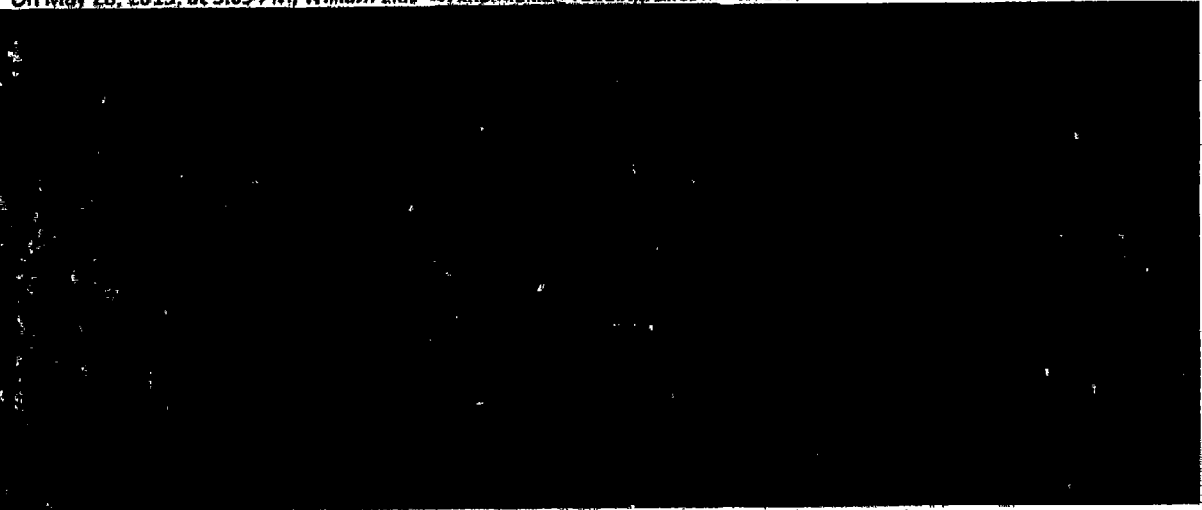
From: Margaret Cotter
Sent: Thursday, May 28, 2015 7:33 PM
To: William Ellis
Cc: James Cotter JR; Ellen Cotter; Dev Ghose; Craig Tompkins
Subject: Re: John Genovese

Bill and team: we are not finished with our search. Ellen has a candidate that she has worked with and spoke to you about. I am not in favor of hiring John for reasons I may have discussed with you personally. If not I will share when I see you. I think this search should and will continue.

Before hiring anyone I think we need to get Edifice's agreement signed. They have a staff of people working on our project and were anticipating getting signed in May.

Sent from my iPhone

On May 28, 2015, at 3:09 PM, William Ellis <William.Ellis@readingrdi.com> wrote:



William D. Ellis
General Counsel
Reading International, Inc.
6100 Center Drive, Suite 900
Los Angeles, CA 90045
Phone: (323) 271-1054
Fax: (213) 235-2229

<image001.jpg>

May 27, 2015

**Candidate Assessment
Reading International, Inc.
FOR THE POSITION OF:**

Head of Real Estate

John Genovese

President

GENCO Realty Group, LLC

Korn Ferry's Four Dimensions of Leadership

By leveraging the largest set of data on talent—more than 2.5 million assessments—Korn Ferry has insight into the dimensions of talent crucial for executives. The four dimensions include competencies, traits, drivers, and experiences. Taking all four dimensions into account gives your company a holistic view of how each candidate's qualities fit a specific role.

Experiences

Experiences are the roles and assignments that make up a candidate's career history and resume. Examples of experiences include things like managing a turnaround, taking a global assignment, or managing a crisis. Learning from experiences is instrumental to developing readiness for new challenges and roles. Korn Ferry has identified the qualities that make an experience most developmental. Highly developmental assignments are those that take people out of their comfort zone and involve high visibility, a risk of failure, ambiguity, and a broad scope of responsibility.

Traits

Traits are personality characteristics that exert a strong influence on behavior. These include attitudes, such as optimism, and other natural leanings, such as social astuteness. Traits are core to who a person is, but they don't represent a predetermined fate. Depending on the role and context, specific traits may be more or less crucial for success. Korn Ferry has identified 14 key traits for executive candidates.

Competencies

Competencies are the leadership skills that matter most for success in the 21st century. Korn Ferry has identified key competencies related to high performance in executive roles. Examples include situational adaptability and global perspective. These skills enable leaders to make a meaningful impact because they determine how leaders drive results. The unique competency profile generated for this role is based on the nature of the position, the organization, and key requirements.

Drivers

Drivers are the preferences, values, and motivations that influence a person's career aspirations. They lie at the heart of critical questions: What is important to me? What do I find rewarding? Drivers are informed by who a person is, but also by the circumstances or context at any given time. Most importantly, Drivers factor in to culture fit, engagement and performance, as well as talent retention. They operate as a pivot point for all other dimensions (Traits, Competencies, Experiences).

Summary

John thrives on complex problems, and pursues cutting-edge solutions with intellectual rigor. Candidates like John place an ideal emphasis on working with other people in pursuit of collective goals, sharing credit for accomplishments, and building strong teams. They are passionate and steadfast in the pursuit of ambitious goals despite obstacles or setbacks. In general, John is motivated to integrate work and life in a sustainable, enjoyable, and meaningful way.

Experiences

Experiences comprise career history. They are key roles and assignments such as managing a turnaround, taking a global assignment, or handling a crisis. Korn Ferry has identified the experiences most instrumental to developing a leader's readiness for new challenges and roles. Depending on the industry, function, and level, certain experiences may be more or less crucial for success.

KEY EXPERIENCES FOR JOHN

- External stakeholders (government, lobbies, media, shareholders, unions)
- Financial acumen
- Development Project Depth
- Urban retail asset expertise
- Large scale team Leadership

John tackles complex challenges with an optimal Traits balance of creativity, flexibility and careful analysis. Candidates like John motivate and influence others with an ideal mix of strong interpersonal skills, emotional intelligence, and a focus on relationships. They have tremendous drive, very high expectations, and are not likely to give up easily.

Competencies

John establishes systems that monitor organizational performance and holds others accountable for meeting or exceeding objectives. Candidates like John create a culture that encourages experimentation and learning in order to identify new ideas and opportunities that will drive performance. They build partnerships across functional, cultural, organizational, and global boundaries to connect key people who can help accomplish goals.

Ensures accountability ★

Engages and Inspires

Navigates networks

Develops talent

Nimble learning

Cultivates innovation

Aligns execution ★

Situational adaptability

Courage ★

Global perspective

Strategic vision ★

Financial acumen

Manages ambiguity ★

Balances stakeholders

Persuades

Drivers

John is motivated by a variety of tasks and responsibilities and the flexibility to set a schedule and pace. John is also motivated by the opportunity to work with others on a common goal. An ideal work context would allow for team efforts to be pursued at a sustainable pace. In general, John may be less energized by stability and consistency, and more invigorated when work is unpredictable and ambiguous.

<John Genovese.docx>

EXHIBIT 28



Confidential Settlement Memo of Understanding

The following is intended to be used as a part of confidential and "without prejudice" settlement negotiations between Ellen Marie Cotter ("EMC") and Anni Margaret Cotter ("AMC"), on the one hand, and James J. Cotter, Jr. ("JJC") on the other hand. It is provided under the understanding that the contents hereof are confidential, except to the extent the disclosure of certain terms are required by law, and is not to be used, including in any litigation, for any purpose other than to enforce the terms hereof.

The proposal outlined below sets forth the basis on which EMC and AMC would be willing to proceed towards a negotiated settlement, but, with respect to the items related to the management structure of Reading International, Inc. (the "Company") only, is subject to the ultimate approval of the independent directors, in the exercise of their fiduciary duties and obligations. Nothing herein is intended to interfere with the appropriate exercise by the directors of their fiduciary duties and obligations.

If these terms are acceptable to JJC, then JJC should sign below to indicate his agreement. AMC and EMC will do the same. By signing below, the parties agree that the terms of this Understanding represent a binding agreement, subject to approval by the independent directors of the Company Management Structure (as detailed below) and necessary court approvals. If the Company Management Structure is not approved by the Company Board or implemented, EMC and AMC (but not JJC) shall have the option to treat this agreement as void and no longer binding. If the necessary court approvals are not obtained, this agreement will be void and no longer binding. The parties acknowledge that their agreement will be memorialized in a more formal document, and the parties agree to work diligently and good faith to prepare all required documentation that reflects the terms of this Understanding. The initial draft of such documentation will be prepared by counsel to EMC and AMC.

TERM/CONDITION	EMC/AMC SETTLEMENT TERMS AND CONDITIONS
Reading International Management Structure (JJC, EMC & AMC would cooperate in good faith in the implementation of these changes)	<p>JJC would continue to serve as CEO and President under the terms of his existing contract, but in the overall management structure and subject to the limitations set forth below:</p> <p><i>Executive Committee Structure</i></p> <p>The existing Executive Committee would be renewed as a standing committee of the Board of Directors, as follows:</p> <ul style="list-style-type: none"> • Members: EMC, AMC, JJC and Guy Adams (Chairman). Decision-making will be by majority rule. • Delegated Authority to the Executive Committee would be as determined by the Board of Directors, but would include, at a minimum, the following: <ul style="list-style-type: none"> (i) Approval over the Hiring/Firing/Compensation of all senior level consultants/employees; (ii) Review and approval/disapproval of all contracts/commitments with an overall exposure to the Company in excess of \$2.5 million; and

EXH 167
DATE 5-13-16
WIT M. Cotter
PATRICIA HUBBARD

	<p>(iii) Review and approval of annual Budget and Business Plan.</p> <p>Meetings would be held on a regularly scheduled basis weekly. Executive Committee members would naturally be free to attend and participate in internal meetings called by the CEO, and would endeavor to make themselves reasonably available to attend such meetings as to which they may be invited by the CEO. Unless approved in advance by the Executive Committee, all investor relations will be handled by CEO with CFO in consultation with the GC. CEO will not conduct investor relations meetings alone. All press releases and public filings would be subject to review and sign-off by the Executive Committee and the GC.</p> <p>The Company would enter into employment agreements with EMC and AMC on substantially the same terms and conditions as JJC.</p> <p>EMC will be appointed President of the US Cinema division.</p> <p>Margaret Cotter will be appointed as Chairman of the NYC Real Estate Oversight Committee (members to include JJC, AMC, SCT and WE).</p> <p>It is recognized that the implementation of the above will require the adoption of various bylaws, policies and procedures.</p> <p>The provisions above related to the Management Committee will be effective immediately upon approval by the Company's Board of Directors.</p> <p>For purposes of this agreement and the provisions herein, JJC, AMC and EMC agree that, as of the date hereof, the following are "independent" directors: Guy Adams, Edward Kane, William Gould, Tim Storey and Doug McEachran.</p>
Reading Voting Stock— Class B	<p>JJC will decline to serve as Co-Trustee of the Voting Trust and renounces any intention or right to serve as trustee or a successor trustee.</p> <p>Margaret Cotter will be the Sole Voting Trustee of the Voting Stock.</p> <p>It is acknowledged that the parties will work on a mutually agreeable successor trustee provision to be included in the final settlement documentation.</p> <p>JJC, EMC and AMC will sign an acknowledgement that there is an inconsistency in the 2014 Amendment between SR's expressed intent that AMC serve as Chair and another provision that says SR intended for rotation. Unless AMC agrees otherwise, JJC, EMC and</p>

	AMC will agree that SR intended for AMC to serve as Chair and that neither EMC nor JJC have any right to serve as Chair.
Cooperation of Parties to explore division of Estate/Trust	With respect to any specific bequest of assets of the trust and estate which are required to be distributed to EMC, AMC and JJC jointly, the parties agree to work cooperatively together to explore a way to divide these assets so that co-ownership of the assets will not be required. The parties understand that the foregoing provisions are subject to final payment of federal estate tax, costs of administration, and receipt of the closing letter from the IRS for the federal estate tax return.
2014 Trust Amendment	Subject to the terms and conditions herein, EMC and AMC will drop any challenge to the enforceability of the 2014 Amendment.
Trustees of the Living Trust	JJC resigns as Trustee and renounces any right to serve as a trustee or successor trustee.
Specific Bequests	<p>The Laguna Beach Condo will be sold immediately to a third party for cash to provide liquidity to the Estate. The parties will agree to consent to such sale under terms determined by AMC and EMC in their sole discretion as Co-Trustees.</p> <p>The parties acknowledge that the gift to AMC in Article III K of the trust of the condominium/coop at 120 Central Park South shall be satisfied with Trustor's interest in 59th Street LLC (an LLC to which the condo was transferred in 2014 and which owns no other assets other than the condo).</p>
Ownership of Agriculture Assets	<p>Article III H of the trust shall be clarified to reflect Trustor's intent that the Trustees of the Citrus Trust shall distribute the assets of the Citrus Trust outright to the Trustor's issue, by right of representation, and terminate the Citrus Trust. JJC, EMC and AMC will also sign an acknowledgment that they have unanimously agreed that subject to payment of estate taxes and costs of administration in the Trustor's estate, the assets of the Citrus Trust, including ownership interests in the LLC, SHALL be distributed outright to the Trustor's issue, by right of representation.</p> <p>Cotter Family Farms, LLC Agreement amended as follows:</p> <ul style="list-style-type: none"> • Majority rule for decision-making by Co-Managers; and • Remove restrictions on distributions or sale of assets, such that a majority of the Co-Managers can decide in their discretion to make distributions or sell assets.
JJC's "Lead Director" Agreement with Cecelia - \$200,000 per annum	EMC and AMC acknowledge that JJC's "Lead Director" Agreement will continue.
\$1.5 million Loan	The parties recognize the forgiveness of the \$1.5 million loan from the Trustor to JJC, and acknowledge that there are no other outstanding loans/amounts personally due from EMC, AMC, JJC, or their issue to the trust or estate. (Note: there are, however,

	outstanding balances due to estate/trust from James J. Cotter, Jr. 2012 Trust; Ellen M. Cotter 2012 Trust; Margaret Cotter 2012 Trust; and the James J. Cotter 2013 Irrevocable Trust, in which EMC, AMC, JJC or their issue have an interest.)
RDI Stock owned by SR individually	JJC, EMC, and AMC agree that the RDI stock (voting and non-voting) listed on RDI's stock register as still held in the name of SR on the date of death is owned by SR's Estate, not the Trust.
Legal Expenses	All legal expenses and other professional fees incurred to date by JJC, EMC, AMC, the Trust, and the Estate relating to the litigation or administration issues will be reimbursed by Trust or Estate as appropriate, and JJC will sign an acknowledgment that this is appropriate and reasonable.
Mutual Releases	<p>JJC, EMC, and AMC agree to abate all litigation amongst each other and to refrain from instituting any new claims based on conduct that has occurred as of the date of this agreement pending obtaining approval of the Company Management Structure above and all necessary court approvals of this settlement.</p> <p>Once all approvals have been obtained, JJC, EMC, and AMC agree to the following:</p> <ul style="list-style-type: none"> -JJC, EMC, and AMC will enter into mutual releases for all claims, known or unknown, relating to SR's Trust, SR's Estate, the management of the Company, or any matter covered by this Agreement (excluding any claim to enforce this Agreement) that have been brought against JJC, EMC, and AMC (all whether in their individual or representative capacities). -JJC will release all claims against the Company's Officers/ Directors/Consultants or the Company based on conduct occurring prior to the date of the release. -JJC will disclaim any right to bring a derivative claim against the Company's Officers/ Directors/Consultants, and JJC will agree not to cooperate or participate in any suit by another asserting claims that JJC will release under this agreement. -EMC and AMC will take all actions to have their claims pending in CA and NV over SR's estate and trust dismissed with prejudice, except to the extent such dismissal would be inconsistent with any term of this Agreement. -JJC will dismiss the petition filed in NV relating to the Company Voting Stock. -JJC, EMC, and AMC will take whatever action is necessary to cause Company to dismiss its request for instructions filed in NV relating to the RDI stock owned by SR.

2014 Gifts	JJC delivers EMC check for \$28,000.
Gerald Cotter	The parties acknowledge that the typographical error in Article III A. of the trust (gift to Gerard Cotter) shall be corrected to reflect Trustor's intent that the gift to Gerard Cotter is \$150,000 without offset.
James J. Cotter Foundation	AMC, EMC and JJC will become co-trustees and/or co-directors of the James J. Cotter Foundation. With respect to funds to be donated annually by the foundation to other charities, AMC, EMC and JJC in his or her capacity as a trustee or director will each designate a proportionate one-third share of the funds to be distributed to the charitable beneficiaries as each shall select. Otherwise, decision making will be done by majority rule. This paragraph is subject to any requirements of federal or state tax or substantive law.
Court Approval	The parties will use their best efforts to obtain court approval in CA and NY of any settlement agreement.
Counseling	AMC, JJC and EMC will engage in professional counseling to determine how to work cooperatively together and with respect.
Confidentiality	JJC, AMC, and EMC agree that this agreement will be kept confidential, except to the extent the disclosure of certain terms are required by law, and the fact of the agreement or any of its terms is not to be used, including in any litigation, for any purpose other than to enforce the terms hereof.

AGREED:

James J. Cotter, Jr. (individually and in all representative capacities)

Ellen Cotter (individually and in all representative capacities)

Margaret Cotter (individually and in all representative capacities)

EXHIBIT 29

Filed Separately Under Seal



EXHIBIT 30

Filed Separately Under Seal



EXHIBIT 31



From: Kane <ekane@san.m.com>
Sent: Thursday, June 11, 2015 1:43 PM
To: Cotter Jr. James

This morning, without the wine I was drinking last night during and after talking with your mother, I'm thinking more about your call to me last night and our conversation. I can see that from your point of view having Guy in on the meetings with your sisters could be a problem and doesn't solve the need to be able to work with them cohesively going forward. If you explain that to them they may be willing to accommodate you.

But, the main question is what are you going to do to accommodate them?

1. For now, I think you have to concede that Margaret will vote the B stock. As I said, your dad told me that giving Margaret the vote was his way of "forcing" the three of you to work together. Asking to change that is a nonstarter. Again, you need to compromise your "wants" as they have been willing to do. If you can work together than it becomes a non-issue and eventually your and her kids will have the vote. What's wrong with that?

2. For now you need ASAP to agree on the nominees for the Board going forward. As I told you months ago, changes are necessary and you need some quality people with expertise in fields where it is needed and lacking. You also need to get rid of divisive persons.

3. I do believe that if you give up what you consider "control" for now to work cooperatively with your sisters, you will find that you will have a lot more commonality than you think. You all want the same things: a vibrant growing business. After trust is established you can all go back to where you want to be.

4. I think if you make the proper and needed concessions, they might well relent on having Guy in the meetings as they can easily see there is great animosity between the two of you.

5. Bottom line: recognize you are not dealing from strength right now and be willing to compromise as they are rational and reasonable people who have been hurt and demeaned and you need to help heal the family. Otherwise you will be sorry for the rest of your life, they and your mother will be hurt and your children will lose a golden opportunity.

6. I am willing to help but I'd much prefer that you bend a bit and work it out between you to build the trust that is necessary so that you don't lose control of the company, as you presently have.

EXH 306
DATE 6-9-16
WIT Kane
PATRICIA HUBBARD

EXHIBIT 32



Redacted

From: Harry Susman (mailto:HSUSMAN@SusmanGodfrey.com)
Sent: Wednesday, May 27, 2015 3:39 PM
To: Adam Streisand
Cc: Meg Lodise
Subject: Confidential Settlement Proposal--Subject to R. 408

Adam: Attached is the proposal that I mentioned on the phone.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.



JA3659

Confidential Settlement Memo of Understanding

The following is intended to be used as a part of confidential and "without prejudice" settlement negotiations between Ellen Cotter and Margaret Cotter, on the one hand, and James J. Cotter, Jr. ("JJC") on the other hand. It is provided under the understanding that the contents hereof are confidential and not to be used in any litigation or other proceeding.

The proposal outlined below sets forth the basis on which Ellen Cotter ("EMC") and Margaret Cotter ("AMC") would be willing to proceed towards a negotiated settlement, but, with respect to the items related to the Company's management structure only, is subject to the ultimate approval of the independent directors, in the exercise of their fiduciary duties and obligations. Nothing herein is intended to interfere with the appropriate exercise by the directors of their fiduciary duties and obligations.

If these terms are acceptable to JJC, then JJC should sign below to indicate his agreement. AMC and EMC will do the same. By signing below, the parties agree that the terms of this Understanding represent a binding agreement, subject to approval by the independent directors of the RDI management structure and necessary court approvals. However, the parties acknowledge that their agreement will be memorialized in a more formal document, and the parties agree to work diligently and good faith to prepare all required documentation that reflects the terms of this Understanding. The initial draft of such documentation will be prepared by counsel to Ellen Cotter and Margaret Cotter.

TERM/CONDITION	EMC/AMC SETTLEMENT TERMS AND CONDITIONS
Reaching International Management Structure (JJC, EMC & AMC would cooperate in good faith in the implementation of this changes)	<p>JJC would continue to serve as CEO and President under the terms of his existing contract, but in the overall management structure and subject to the limitations set forth below:</p> <p><i>Executive Committee Structure</i></p> <p>The existing Executive Committee would be renewed as a standing committee of the Board of Directors, as follows:</p> <ul style="list-style-type: none"> Members: EMC, AMC, JJC and Guy Adams (Chairman). Delegated Authority to the Executive Committee would be as determined by the Board of Directors, but would include, at a minimum, the following: <ul style="list-style-type: none"> (i) Approval over the Hiring/Firing/Compensation of all senior level consultants/employees; (ii) Review and approval/disapproval of all contracts/commitments have an overall exposure to the Company in excess of \$1 million; and (iii) Review and approval of annual Budget and Business Plan. <p>Meetings would be held on a regularly scheduled basis weekly. Executive Committee members would naturally be free to attend and participate in internal meetings called by the CEO, and would</p>

	<p>endeavor to make themselves reasonably available to attend such meetings as to which they may be invited by the CEO.</p> <p>Unless approved in advance by the Executive Committee, all investor relations would be handled by CFO in consultation with the GC, not CEO. All press releases and public filings would be subject to review and sign-off by the Executive Committee and the GC.</p> <p>The Company would enter into employment agreements with EMC and AMC on substantially the same terms and conditions as JR.</p> <p>EMC will be appointed President of the US Cinema division.</p> <p>Margaret Cutter will be appointed as Chairman of the NYC Real Estate Oversight Committee (members to include JIC, AMC, SCT and WE).</p> <p>It is recognized that the implementation of the above will require the adoption of various bylaws, policies and procedures.</p>
Reading Voting Stock – Class B.	<p>JIC will decline to serve as Co-Trustee of the Voting Trust and renounces any intention or desire to serve as a successor trustee.</p> <p>Margaret Cutter will be the Sole Voting Trustee of the Voting Stock.</p> <p>JIC, EMC and AMC will sign an acknowledgement that there is an inconsistency in the 2014 Amendment between SR's expressed intent that AMC serve as Chair and another provision that says SR intended for rotation; JIC, EMC and AMC will agree that SR intended for AMC to serve as Chair and that neither EMC nor JR wish to serve as Chair.</p>
Immediate Release and Waiver signed by JIC with respect to all litigation, including any matters covered by the specified litigation.	<ol style="list-style-type: none"> 1. California Superior Court case 2. Nevada case filed by JIC 3. All threats against Directors 4. All threats of Company Derivative Action 5. Agreement that Reading International, Inc. can drop the Interpleader action in Nevada and recognize the Estate as the owner of Class B Shares and Option 6. JIC further agrees to not sue Company over these matters or participate in any lawsuit related to the Company
2014 Trust Amendment	<p>Subject to the terms and conditions herein, EMC and AMC will drop any challenge to the enforceability of the 2014 Amendment.</p>
Trustees of the Living Trust	<p>JIC resigns as Trustee and renounces any intent or desire to serve as successor trustee while either EMC or AMC are alive.</p>
Specific Requests	<p>Laguna Beach Condo will be sold immediately to provide liquidity to the Estate. The parties will agree to consent to such sale under terms determined by AMC and EMC in their sole discretion as Co-Trustees.</p>

Ownership of Agriculture Assets	Cotter Family Farms, LLC Agreement amended <ul style="list-style-type: none"> Majority rule for decision-making by Co-Managers; Remove restrictions on distributions or sale of assets; JJC, EMC and AMC will sign an agreement that they have unanimously agreed that the assets of the Citrus Trust, including ownership interests in the LLC, will be distributed pro rata to EMC, AMC, and JJC.
JJC's "Lead Director" Agreement with Cecelia - \$200,000 per annum	JJC's "lead director" Agreement will be voided. JJC will relinquish any remaining rights in such Agreement.
\$1.5 million loan	As executors, EMC and AMC will work out a reasonable payment back to Estate over time, taking into due consideration JJC's ability to make such repayments.
Legal Expenses	All legal expenses and other professional fees incurred to date by JJC, EMC, AMC, the Trust, and the Estate relating to the litigation or administration issues will be reimbursed by Trust or Estate as appropriate, and JJC will sign an acknowledgment that this is appropriate and reasonable.
Release by EMC and AMC	EMC and AMC will take all actions to have their claims pending in CA and NV over SR's estate and trust dismissed with prejudice, except to the extent such dismissal would be inconsistent with any term of this Agreement, such as with regard to the \$1.5 million loan (in which case the parties will work to carve out such claims).
2014 Gifts	JJC delivers EMC check for \$28,000.
James J. Cotter Foundation	AMC, EMC and JJC will become co-trustees and/or co-directors of the James J. Cotter Foundation. They further will agree that decision-making will be done by majority rule.
Court Approval	The parties will use their best efforts to obtain court approval in CA and NV of any settlement agreement.
Counseling	AMC, JJC and EMC will engage in professional counseling to determine how to work cooperatively together and with respect.

AGREED:

James J. Cotter, Jr. (individually and in all representative capacities)

Ellen Cotter (individually and in all representative capacities)

Margaret Cotter (individual and in all representative capacities)



Times: 5/27/2015 3:49 PM CDT



EXHIBIT 33



From: Margaret Cotter <margaret.cotter@readingrdi.com>
Sent: Tuesday, June 09, 2015 3:32 AM
To: amcotter1@aol.com
Subject: Ewd: Confidential- For Settlement

Sent from my iPhone

Begin forwarded message:

From: Margaret Cotter <margaret.cotter@readingrdi.com>
Date: June 8, 2015 at 11:20:04 PM EDT
To: James Cotter JR <james.j.cotter@readingrdi.com>
Cc: Ellen Cotter <Ellen.Cotter@readingrdi.com>
Subject: Re: Confidential- For Settlement

I object. I will notify the board that you are unwillingly to take our offer despite your acceptance to most of it last week.

Sent from my iPhone

On Jun 8, 2015, at 11:14 PM, James Cotter JR <james.j.cotter@readingrdi.com> wrote:

I cannot agree to your latest take-it-or-leave-it global settlement proposal for a number of reasons. However, I remain willing to promptly follow through on a formal settlement process to attempt to resolve all of our family disputes. In the meantime, I remain agreeable to a complete standstill that would bring a halt to all litigation activities and all boardroom or other Reading related threats and posturing. I am agreeable to any reasonable steps to implement a complete standstill and promptly follow through on the best settlement process we can employ. What objection do either of you have to proceeding in that matter?

From: James Cotter JR
Sent: Friday, June 05, 2015 2:17 PM
To: Ellen Cotter; Margaret Cotter
Subject: Confidential- For Settlement

My plan is to have response Monday.

Regards,

Jim



EXHIBIT 34



From: Ellen Cotter <Ellen.Cotter@readingrdi.com>
Sent: Tuesday, May 19, 2015 6:38 PM
To: Margaret Cotter; James Cotter JR; Kane (elkane@san.rr.com);
dmceachern@deloitte.com; Tim Storey; Guy Adams; wgould@troygould.com
Cc: William Ellis
Subject: Agenda - Board of Directors Meeting - May 21, 2015

Dear All: Below is the agenda for Thursday's Meeting of the Board of Directors. Please note that Bill Gould asked that the Meeting begin at 11.15am.

Reading International, Inc.

Meeting of the Board of Directors

May 21, 2015 @ 11.15am

1. Status of President and CEO
2. Directors' Compensation
3. Tim Storey's Compensation
4. Nevada Interpleader Action
5. Proposed By-Law Amendments
6. Status of Craig Tompkins and Robert Smerling
7. Status of Ellen Cotter and Margaret Cotter
8. Director of Real Estate Candidate Search
9. Stomp Litigation Update
10. Review of Operations

Chairperson of the Board
Ellen M. Cotter



JA3667

EXHIBIT 35

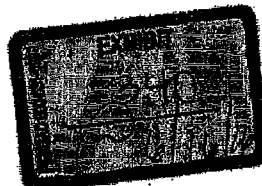


From: Ellen Cotter <Ellen.Cotter@readingrdi.com>
Sent: Wednesday, May 27, 2015 7:10 PM
To: dmceachern@deloitte.com; wgould@troygould.com; Tim Storey; Kane
(elkane@san.rr.com); Margaret Cotter; James Cotter JR; Guy Adams
Cc: William Ellis
Subject: Board Meeting - May 29 - 11am

Dear All: This is a reminder that the Board Meeting held last Thursday was adjourned, to reconvene this Friday, May 29, 2015. The Board Meeting will begin at 11:00am at our Los Angeles office.

Thank you.

Ellen Cotter



JA3669

EXHIBIT 36

Filed Separately Under Seal



EXHIBIT 37

Filed Separately Under Seal



EXHIBIT 38

Filed Separately Under Seal

EXHIBIT 39

Filed Separately Under Seal



EXHIBIT 40

Filed Separately Under Seal



EXHIBIT 41

Filed Separately Under Seal

EXHIBIT 42

Filed Separately Under Seal



EXHIBIT 43

Filed Separately Under Seal

EXHIBIT 44

Filed Separately Under Seal



EXHIBIT 45

Filed Separately Under Seal



EXHIBIT 46

Filed Separately Under Seal




CLERK OF THE COURT

JOIN
MARK E. FERRARIO, ESQ.
(NV Bar No. 1625)
KARA B. HENDRICKS, ESQ.
(NV Bar No. 7743)
TAMI D. COWDEN, ESQ.
(NV Bar No. 8994)
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002
Email: ferrario@gtlaw.com
hendricksk@gtlaw.com
cowdent@gtlaw.com

Counsel for Reading International, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Estate of
JAMES J. COTTER,
Deceased.
JAMES J. COTTER, JR., derivatively on
behalf of Reading International, Inc.,
Plaintiff,

v.

MARGARET COTTER, ELLEN COTTER,
GUY ADAMS, EDWARD KANE,
DOUGLAS McEACHERN, TIMOTHY
STOREY, WILLIAM GOULD, and DOES 1
through 100, inclusive,

Defendants.

And

READING INTERNATIONAL, INC., a
Nevada Corporation,

Nominal Defendant.

Case No. A-15-719860-B
Dept. No. XI

Coordinated with:

Case No. P 14-082942-E
Dept. XI

Case No. A-16-735305-B
Dept. XI

**READING INTERNATIONAL, INC.'S
JOINDER TO THE INDIVIDUAL
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT NO. 1 RE
PLAINTIFF'S TERMINATION AND
REINSTATEMENT CLAIMS**

Date of Hearing: October 25, 2016
Time: 8:30 a.m.

GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

1 READING INTERNATIONAL, INC. ("RDI" or "Company"), hereby submits its
2 *Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's*
3 *Termination and Reinstatement Claims (the "Motion")*. RDI joins with the Individual
4 Defendants¹ in seeking summary judgment to the extent that Plaintiff James J. Cotter, Jr.
5 ("Cotter, Jr.") is challenging his termination as President and CEO of Reading in the claims
6 asserted the Second Amended Complaint. RDI joins in the arguments advanced on behalf of the
7 Individual Defendants in their Motion and requests judgment in its favor.

8 This Joinder is based on the following memorandum of points and authorities, the
9 pleadings and papers filed in this action, and any oral argument of counsel made at the time of
10 the hearing of this Motion.

11 DATED: this 3rd day of October, 2016

12 GREENBERG TRAURIG, LLP

13 /s/ Mark E. Ferrario
14 MARK E. FERRARIO, ESQ.
15 (NV Bar No. 1625)
16 KARA B. HENDRICKS, ESQ.
17 (NV Bar No. 7743)
18 TAMI D. COWDEN, ESQ.
19 (NV Bar No. 8994)
20 *Counsel for Reading International, Inc.*

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 This Court should grant judgment in favor of RDI on the First, Second, Third, and Fourth
23 Causes of Action in the Second Amended Complaint ("SAC") filed by Plaintiff James J. Cotter,
24 Jr. ("Plaintiff" and/or "Cotter, Jr."), to the extent that such claims relate to the removal of Cotter,
25 Jr. as the President and CEO of RDI on June 12, 2015, and Cotter, Jr.'s request for reinstatement.
26 Cotter, Jr. is clearly attempting to circumvent his employment agreement and the Company's
27 Bylaws and seeking relief that he, rather than any other RDI stockholder will benefit from.

28 ¹ The Motion was brought on behalf of Margaret Cotter, Ellen Cotter, Douglas McEachern, Guy Adams and Edward Kane, collectively hereinafter "Individual Defendants."

1 Moreover, Plaintiff's request for reinstatement will greatly harm the Company which has been
2 successfully operating without him for over a year. Summary judgment is appropriate in RDI's
3 favor.

4 The undisputed facts clearly show that Cotter, Jr.'s approximately 10 month tenure as
5 CEO of RDI was plagued with drama as Board Members were made aware of multiple concerns
6 regarding Plaintiff's: managerial skills; lack of experience in key aspects of RDI's business;
7 inability to effectively communicate with RDI executives, staff and other Board Members;
8 tension related to the trust and estate litigation involving the Cotter siblings; and violent and
9 abusive behavior. Notwithstanding going to great lengths in an effort to aid Plaintiff, including
10 utilizing an ombudsman to provide support and coaching, Cotter, Jr. was unable to demonstrate
11 to RDI Board Members that he could overcome his deficiencies and succeed as an executive of
12 the Company. As such, proper steps were taken to review Cotter, Jr.'s performance and
13 ultimately remove him as the Company's President and CEO.

14 In an effort to aid the Court and be efficient, RDI provides the following limited
15 additional supplemental arguments in support of the Motion.

16 LEGAL ARGUMENT

17 I. Summary Judgment is Warranted.

18 Summary judgment should be granted if the pleadings, admissions, and all other evidence
19 on file demonstrate that no genuine issue of material fact exists and that the moving party is
20 entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d
21 1026, 1029 (2005). "[I]f the nonmoving party will bear the burden of persuasion at trial, the
22 party moving for summary judgment may satisfy the burden of production by . . . pointing out ...
23 that there is an absence of evidence to support the nonmoving party's case." *Cuzze v. Univ. &*
24 *Cnty. Coll. Sys. of Nevada*, 123 Nev. 598, 602-03, 172 P.3d 131, 134 (2007). In that event, the
25 non-moving party is then obligated to present admissible evidence to show that there are material
26 issues of fact preventing summary judgment, or summary judgment must be granted. *Id.*
27 Because a plaintiff is required to prove each element of his cause of action, if any element cannot
28 be proven by admissible evidence, then summary judgment is proper. *Bulbman, Inc. v. Nevada*

1 *Bell*, 108 Nev. 105, 111, 825 P.2d 588, 592 (1992).

2 Plaintiff's challenge to his termination and request for reinstatement are contrary to law
3 and will cause substantial harm to the Company. Summary judgment is warranted.

4 **A. Nevada Law Supports Defendants' Actions.**

5 The Court need look no further than NRS 78.120 to rule in RDI's favor as the statute
6 provides the board of directors full control over the affairs of the company. Specifically, the
7 statute states that subject only to limitations found in NRS 78, "the board of directors has full
8 control over the affairs of the corporation." Although Cotter, Jr. obviously dislikes the decision
9 of RDI's Board to remove him as the President and CEO of RDI, the board is in control of the
10 Company's affairs and acted appropriately.

11 Moreover, Article IV, of RDI's Amended and Restated Bylaws ("RDI Bylaws")²
12 provides RDI's Board the ability to remove officers of the Company and clearly indicates that
13 the officers of the RDI serve at the pleasure of the Board of Directors. Section 10 of RDI's
14 Bylaws state:

15 The officers of the Corporation shall hold office at the pleasure of the
16 Board of Directors. Any officer elected or appointed by the Board of Directors,
17 or any member of a committee, ***may be removed at any time, with or without***
cause, by the Board of Directors by a vote of not less than a majority of the entire
Board any meeting thereof or by written consent. (Emphasis Added.)

18
19 Motion, Ex. 19. Pursuant to NRS 78.130(3), a corporation's bylaws govern the term an officer
20 holds office or that the determination of the term is made by the corporation's board of directors.
21 Thus, the removal of Cotter, Jr. by RDI's Board from the position of President and CEO of RDI
22 was consistent with RDI's Bylaws and Nevada law.

23 What Plaintiff appears to be requesting is that the Court ignore both Chapter 78 of the
24 Nevada Revised Statutes and RDI's Bylaws and substitute its judgment for that of RDI's Board
25 of Directors. The Motion provides ample legal authority that prohibits the Court from taking
26 such action. However, if the Court were to consider any such action, the impact such a decision
27 would have on the Company should be fully evaluated.

28 ² See, Motion, Exhibit 19.

1 **B. Implications of Relief Sought by Plaintiff.**

2 Cotter, Jr. was removed as the President of CEO of RDI more than 15 months ago.³ The
3 Company has moved on without him in the role as an executive. As the Court is aware, RDI
4 conducted a search for a new CEO and Ellen Cotter was subsequently appointed as the President
5 and CEO of the Company.⁴ Since Cotter, Jr.'s removal, RDI has moved forward in developing
6 new policies and procedures and appointed new directors.⁵ Additionally, Ellen Cotter has
7 articulated a direction for the Company that is supported by all RDI Board Members, except for
8 Cotter, Jr. Indeed, when new matters have been brought to RDI's Board for consideration,
9 Cotter, Jr. has consistently been the sole dissenting or abstaining vote.⁶ Although he has
10 objected to virtually every decision made by RDI's board since June of 2015, Plaintiff has the
11 audacity to suggest that the Court should reinstate him as President and CEO.⁷ Any such
12 decision would only serve to disrupt the Company and its employees who have been working
13 diligently to move the company forward.

14 The efforts of RDI's current management team have been recognized by third parties
15 including the T2 Plaintiffs⁸ who have reached a settlement agreement with RDI. As the Court is
16 aware, the T2 Plaintiffs have affirmatively concluded that RDI's "Board of Directors has acted in
17 good faith and has and remains committed to acting in the interests of all stockholders."⁹
18 Moreover, the T2 Plaintiffs announced that their "questions about the termination of James
19 Cotter, Jr., and various transactions between Reading and members of the Cotter family- or
20 entities they control- have been definitively addressed and put to rest."¹⁰ As set forth in the
21 Motion, these same individuals and other third parties have testified that reinstatement of Cotter,

22 ³ Motion, Statement of Facts, p. 11.

23 ⁴ Motion, Statement of Facts, p. 12.

24 ⁵ Motion, Statement of Facts, p. 12-13.

⁶ See, SAC ¶¶ 125, 133, and 157.

⁷ See, SAC Prayer for Relief 1 and 2.

25 ⁸ T2 PARTNERS MANAGEMENT, LP, T2 ACCREDITED FUND, LP, T2 QUALIFIED FUND, LP, TILSON
26 OFFSHORE FUND, LTD., T2 PARTNERS MANAGEMENT I, LLC, T2 PARTNERS MANAGEMENT GROUP,
LLC, JMG CAPITAL MANAGEMENT, LLC, PACIFIC CAPITAL MANAGEMENT, LLC, WHITNEY TILSON
AND JONATHAN GLASER will be referred to collectively herein as the "T2 Plaintiffs."

27 ⁹ A true and correct copy of the press release issued by Reading and the managers of the funds that manage the T2
Plaintiffs is attached hereto as **Exhibit A**.

28 ¹⁰ *Id.*

1 Jr. is not a priority and have gone as far as to indicate that reinstating Cotter, Jr. would divide the
2 company.¹¹

3 The animosity between Cotter Jr. and RDI's Board is clear from the SAC wherein
4 Plaintiff sues each Board member. It is nonsensical to suggest that Plaintiff could be reinstated
5 as the President and CEO of RDI and required then to answer to and get along with the very
6 Board members he has accused of multiple breaches of fiduciary duties. Cotter, Jr. has not asked
7 and the Court does not have the Authority to remove all of RDI's existing Board members. As
8 such, if Cotter, Jr. were reinstated, RDI's Board could once again terminate him.

9 The Court should also consider the potential implications of the relief that Plaintiff seeks.
10 There is no legal basis for the chaos that would be created by reinstatement of Cotter, Jr. RDI's
11 Board acted pursuant to Nevada law and its Bylaws when terminating Cotter, Jr. and rightfully
12 exercised their business judgment consistent with NRS 78.130 and NRS 78.138(3) for which
13 they are presumptively protected. Taking Plaintiff's arguments at face value, Nevada's statutes
14 become meaningless and decisions by Board members moot. There is no basis for the Court to
15 substitute its decision for that of the Board. Allowing Plaintiff's claim to proceed would turn
16 Nevada corporate governance on its head.

17 Moreover, there is no place in a derivative lawsuit for employment termination claims
18 especially in case like this where Cotter, Jr. is currently arbitrating his employment dispute. It is
19 up the arbitrator to make a final decision regarding Plaintiff's employment related claims. There
20 is no reason to duplicate efforts herein.

21 II. Conclusion

22 There is no legal basis for claims based on Plaintiff's termination from RDI to proceed in
23 a derivative action. RDI's Board of Directors' actions were consistent with Nevada law and in
24 accordance with RDI's Bylaws. The relief requested by Cotter, Jr. is self-serving and would be
25 disruptive to the Company.

26 ///

27
28 ¹¹ Motion, p. 12.

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1 WHEREFORE, RDI respectfully requests that summary judgment be entered in its favor
2 to the extent that any claims in the SAC relate to the removal of Cotter, Jr. as the President and
3 CEO or RDI on June 12, 2015, and Cotter, Jr.'s request for reinstatement.

4 DATED: this 3rd day of October, 2016

5 GREENBERG TRAURIG, LLP

6
7 /s/ Mark E. Ferrario
8 MARK E. FERRARIO, ESQ.
9 (NV Bar No. 1625)
10 KARA B. HENDRICKS, ESQ.
11 (NV Bar No. 7743)
12 TAMI D. COWDEN, ESQ.
13 (NV Bar No. 8994)
14 *Counsel for Reading International, Inc.*
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the forgoing *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims* to be filed and served via the Court's Wiznet E-Filing system on all registered and active parties. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

DATED: this 3rd day of October, 2016

/s/ Andrea Lee Rosehill

An employee of GREENBERG TRAURIG, LLP

EXHIBIT A

Stockholders Withdraw Derivative Lawsuit Against Reading International

Los Angeles, California, - (BUSINESS WIRE) - July 12, 2016 - Reading International, Inc. (NASDAQ: RDI) ("Reading" or the "Company") and Messrs. Whitney Tilson and Jonathan M. Glaser, acting on behalf of various funds that they manage (the "Plaintiff Stockholders"), have announced that the Plaintiff Stockholders have withdrawn all of their alleged claims (the "Derivative Claims") in the previously filed derivative lawsuit in the District Court of the State of Nevada for Clark County. Collectively, the Plaintiff Stockholders own approximately 845,000 shares, representing approximately 3.7% of the outstanding equity of our Company. Through their various funds, Mr. Glaser has been a significant stockholder of Reading since 2008, and Mr. Tilson has been a significant stockholder since October 2014.

Commenting on the withdrawal of the lawsuit, the Company stated, "We are pleased that Mr. Glaser and Mr. Tilson have agreed to dismiss their claims. We remain focused on building long term value for all stockholders."

Mr. Tilson stated that the Plaintiff Stockholders brought the Derivative Claims as a result of the allegations contained in a derivative action filed by Mr. James J. Cotter, Jr. on June 12, 2015, in the District Court of the State of Nevada for Clark County. As stockholders in the Company, Messrs. Tilson and Glaser wanted to ensure that the interests of all stockholders were being appropriately protected. In connection with the litigation, the Plaintiff Stockholders conducted extensive discovery on these matters, which included depositions of Guy Adams, Margaret Cotter, Ellen Cotter, William Gould, Edward Kane, Douglas McEachern, Tim Storey and James Cotter, Jr. Following their efforts on behalf of all stockholders, Messrs. Tilson and Glaser have concluded that the Reading Board of Directors has acted in good faith and has been and remains committed to acting in the interests of all stockholders. Continuing with their derivative litigation would provide no further benefit.

Messrs. Glaser and Tilson stated, "We are pleased with the conclusions reached by our investigations as Plaintiff Stockholders and now firmly believe that the Reading Board of Directors has and will continue to protect stockholder interests and will continue to work to maximize shareholder value over the long term. We appreciate the Company's willingness to engage in open dialogue and are excited about the Company's prospects. Our questions about the termination of James Cotter, Jr., and various transactions between Reading and members of the Cotter family-or entities they control-have been definitively addressed and put to rest. We are impressed by measures the Reading Board has made over the past year to further strengthen corporate governance. We fully support the Reading Board and management team and their strategy to create stockholder value."

In connection with the dismissal of the Derivative Claims, the parties have agreed to mutual general releases with each party bearing his, her or its own legal fees and expenses. Further, the parties will petition the court for approval of the settlement.

About Reading International, Inc.

Reading International (<http://www.readingrdi.com>) is in the business of owning and operating cinemas and developing, owning, and operating real estate assets. Our business consists primarily of:

- the development, ownership, and operation of multiplex cinemas in the United States, Australia and New Zealand; and
- the development, ownership, and operation of retail and commercial real estate in Australia, New Zealand, and

the United States, including entertainment-themed centers in Australia and New Zealand and live theater assets in Manhattan and Chicago in the United States.

Reading manages its worldwide business under various brands:

- in the United States, under the
 - Reading Cinema brand (<http://www.readingcinemasus.com>);
 - Angelika Film Center brand (<http://www.angelikafilmcenter.com>);
 - Consolidated Theatres brand (<http://www.consolidatedtheatres.com>);
 - City Cinemas brand (<http://www.citycinemas.com>);
 - Beekman Theatre brand (<http://www.beekmantheatre.com>);
 - The Paris Theatre brand (<http://www.theparistheatre.com>);
 - Liberty Theatres brand (<http://libertytheatresusa.com>); and
 - Village East Cinema brand (<http://villageeastcinema.com>).
- in Australia, under the
 - Reading Cinema brand (<http://www.readingcinemas.com.au>);
 - Newmarket brand (<http://readingnewmarket.com.au>); and
 - Red Yard brand (<http://www.redyard.com.au>).
- in New Zealand, under the
 - Reading Cinema brand (<http://www.readingcinemas.co.nz>);
 - Rialto brand (<http://www.rialto.co.nz>);
 - Reading Properties brand (<http://readingproperties.co.nz>);
 - Courtenay Central brand (<http://www.readingcourtenay.co.nz>); and
 - Steer n' Beer restaurant brand (<http://steernbeer.co.nz>).

For more information from Reading International, Inc., contact:

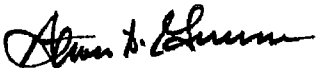
Dev Ohose
Executive Vice President & Chief Financial Officer
(213) 235-2240

or

Andrzej Matyczynski
Executive Vice President for Global Operations
(213) 235-2240

For more information from Plaintiff Stockholders, Whitney Tilson and Jonathan Glaser, contact:

Robertson & Associates, LLC
Alexander Robertson, IV
(818) 851-3850



CLERK OF THE COURT

JOIN

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Counsel for Reading International, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of

JAMES J. COTTER,

Deceased.

JAMES J. COTTER, JR., derivatively on
behalf of Reading International, Inc.,

Plaintiff,

v.

MARGARET COTTER, ELLEN COTTER,
GUY ADAMS, EDWARD KANE,
DOUGLAS McEACHERN, TIMOTHY
STOREY, WILLIAM GOULD, and DOES 1
through 100, inclusive,

Defendants.

And

READING INTERNATIONAL, INC., a
Nevada Corporation,

Nominal Defendant.

Case No. A-15-719860-B
Dept. No. XI

Coordinated with:

Case No. P 14-082942-E
Dept. XI

Case No. A-16-735305-B
Dept. XI

**READING INTERNATIONAL, INC.'S
JOINDER TO THE INDIVIDUAL
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT NO. 2 RE
THE ISSUE OF DIRECTOR
INDEPENDENCE**

**Date of Hearing: October 25, 2016
Time: 8:30 a.m.**

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1 READING INTERNATIONAL, INC., hereby submits its *Joinder to the Individual*
2 *Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence (the*
3 *"Motion")*. Reading International, Inc. ("RDI"), joins with the Individual Defendants in seeking
4 summary judgment as to the First, Second, Third, and Fourth Causes of Action in the Second
5 Amended Complaint filed by Plaintiff James J. Cotter, Jr. ("Plaintiff" and/or "Cotter, Jr.") to the
6 extent that such claims rely on a claim that Guy Adams, Judy Coddington, Edward Kane, Douglas
7 McEachern, and/or Michael Wrotniak were/are not "independent" of influence by Ellen or
8 Margaret Cotter. RDI joins in the arguments advanced on behalf of the Individual Defendants in
9 their Motion, and also requests judgment in its favor on these claims for the reasons set forth in
10 the attached memorandum of points and authorities. This Joinder is based on the following
11 memorandum of points and authorities, the pleadings and papers filed in this action, and any oral
12 argument of counsel made at the time of the hearing of this Motion.

13 DATED: this 3rd day of October, 2016.

14 GREENBERG TRAURIG, LLP

15 /s/ Mark E. Ferrario
16 MARK E. FERRARIO, ESQ.
17 (NV Bar No. 1625)
18 KARA B. HENDRICKS, ESQ.
19 (NV Bar No. 7743)
20 TAMI D. COWDEN, ESQ.
21 (NV Bar No. 8994)
22 *Counsel for Reading International, Inc.*

23 **MEMORANDUM OF POINTS AND AUTHORITIES**

24 This Court should grant judgment in favor of RDI on the First, Second, Third, and Fourth
25 Causes of Action in the Second Amended Complaint ("SAC") to the extent that such claims
26 relate to the issue of the independence of Guy Adams, Judy Coddington, Edward Kane, Douglas
27 McEachern, and/or Michael Wrotniak (the "non-Cotter Directors"). Cotter, Jr. has failed to
28 produce any evidence sufficient to rebut Nevada's statutory presumption that Directors act in
good faith for the best interests of the corporation, as he has failed to present evidence sufficient

1 to show by a preponderance of the evidence that any of the non-Cotter Directors are willing to
2 sacrifice their integrity and reputations in order to preserve certain personal or financial
3 relationships. In the absence of such evidence, Cotter, Jr.'s claims must fail.

4 Significantly, Cotter, Jr. bases his claims of non-independence of Directors Kane and
5 Coddington on nothing more than the friendships between these directors and the *parents* of the
6 Cotter siblings. Director Wrotniak is purported to lack independence simply because his wife
7 has been the friend of Margaret Cotter since the latter's college days. Only Director Adams is
8 purported to lack independence due to financial influences, but that accusation does not stand up
9 to scrutiny, as it not only fails to acknowledge Mr. Adams' net worth, but also fails to
10 acknowledge that the income Adams derives from transactions with the late James J. Cotter,
11 Sr.'s ("Cotter, Sr.") concerns are contractual, and therefore, are not subject to any discretionary
12 decisions by the Cotter sisters as executors of Cotter, Sr.'s estate. And, of course, Cotter, Jr. has
13 admitted that as to Director McEachern, there is no basis for claiming a lack of independence at
14 all.

15 In short, Cotter, Jr. does not have evidence sufficient to show *any* director has made any
16 decision based on an improper motivation, and thus, cannot overcome the statutory presumption
17 that each director has acted in good faith. Instead, Cotter, Jr.'s allegations are exposed as
18 nothing more than the embittered theories of an ousted former executive.

19 Cotter, Jr. bears the burden to prove that each of the individual directors acted in good
20 faith. He cannot do so. Accordingly, this Court should grant the motion for summary judgment.

21 LEGAL ARGUMENT

22 This Court should put an end to Cotter, Jr.'s claims that the "non-Cotter Directors" lack
23 independence with respect to matters proposed by or for the benefit of Ellen Cotter or Margaret
24 Cotter. Cotter, Jr. is unable to present evidence sufficient to show that a material issue of fact
25 exists as to RDI's entitlement to judgment as to this issue.

26 Summary judgment should be granted if the pleadings, admissions, and all other evidence
27 on file demonstrate that no genuine issue of material fact exists and that the moving party is
28 entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d

1 1026, 1029 (2005). “[I]f the nonmoving party will bear the burden of persuasion at trial, the
2 party moving for summary judgment may satisfy the burden of production by . . . pointing out ...
3 that there is an absence of evidence to support the nonmoving party's case.” *Cuzze v. Univ. &*
4 *Cnty. Coll. Sys. of Nevada*, 123 Nev. 598, 602-03, 172 P.3d 131, 134 (2007). In that event, the
5 non-moving party is then obligated to present admissible evidence to show that there are material
6 issues of fact preventing summary judgment, or summary judgment must be granted. *Id.*
7 Because a plaintiff is required to prove each element of his cause of action, if any element cannot
8 be proven by admissible evidence, then summary judgment is proper. *Bulbman, Inc. v. Nevada*
9 *Bell*, 108 Nev. 105, 111, 825 P.2d 588, 592 (1992).

10 Cotter, Jr. cannot present evidence sufficient to show that any of the non-Cotter Directors
11 lack independence. “[A] plaintiff seeking to show that a director was not independent must meet
12 a materiality standard, [and show that] the director in question's material ties to the person whose
13 proposal or actions she is evaluating are sufficiently substantial that she cannot objectively fulfill
14 her fiduciary duties.” *In re MFW S'holders Litig.*, 67 A.3d 496, 509 (Del. Ch. 2013); see also *La.*
15 *Mun. Police Emps.' Ret. Sys. v. Wynn*, --- F.3d ---, 2016 WL 3878228, at *7 (9th Cir. July 18,
16 2016) (same, applying Nevada law). The same materiality requirement applies regardless of
17 whether the alleged relationship is personal or financial. *In re MFW S'holders Litig.*, 67 A.3d at
18 509 n. 37.

19 Cotter, Jr. cannot satisfy this burden by asserting the controlling director proposed the
20 defendant for election. “It is well-settled that a director's independence is not compromised
21 simply by virtue of being nominated to a board by an interested stockholder. *In re KKR Fin.*
22 *Holdings LLC S'holder Litig.*, 101 A.3d 980, 996 (Del. Ch. 2014), *aff'd sub nom. Corwin v. KKR*
23 *Fin. Holdings LLC*, 125 A.3d 304 (Del. 2015); *Blaustein v. Lord Baltimore Capital Corp.*, 2013
24 WL 1810956, at *18 n. 114 (Del.Ch. Apr. 30, 2013) (stating that allegations that a director was
25 appointed to the board by and has consistently voted with alleged controller are insufficient to
26 challenge the director's independence), *aff'd*, 84 A.3d 954 (Del.2014).

27 Here, Cotter, Jr. cannot show that the alleged relationships, whether personal or financial,
28 are so significant and material to the non-Cotter Directors that each of them “would be more

1 willing to risk his or her reputation than risk the relationship with the interested director.” *Beam*
2 *ex rel. Martha Stewart Living Omnimedia, Inc. v. Stewart*, 845 A.2d 1040, 1052 (Del. 2004).
3 Because Cotter, Jr. cannot present such evidence, his claims regarding a lack of independence
4 must fail.

5 **I. PLAINTIFF ADMITTED THAT DIRECTOR MCEACHERN IS INDEPENDENT**
6 **OF INFLUENCE BY ELLEN COTTER AND MARGARET COTTER.**

7 There is no dispute as to the independence of Director McEachern, as Cotter, Jr. has
8 testified as to such independence. **Ex. A, Cotter, Jr. Depo, 84:21-86:4.** Additionally, on May
9 8, 2015, Cotter, Jr. certified in a document filed with the SEC that Douglas McEachern—along
10 with, as relevant here, Edward Kane and Guy Adams -- was an independent director. **Ex. B,**
11 **RDI Form 10-K, Amendment 1, dated May 8, 2015.** Accordingly, RDI is entitled to judgment
12 as to any of Cotter, Jr.’s claims that rely on the purported lack of independence of Director
13 McEachern.

14 **II. COTTER, JR. CANNOT SHOW THAT DIRECTOR ADAMS IS MATERIALLY**
15 **DEPENDENT UPON ANY INCOME IN THE CONTROL OF THE COTTER**
16 **SISTERS.**

17 Cotter, Jr. bases his challenge to the independence of Director Adams upon claims that
18 Mr. Adams depends on entities controlled by the Cotter sisters for his income. However, this
19 claim simply does not bear up to scrutiny.

20 First, as noted above, Cotter, Jr. actually *certified* that Director Adams was an
21 independent director. Moreover, he did so on May 8, 2015, even though he now claims he had
22 doubts as to Adams’s independence dated to September 2014. **Ex. A, Cotter, Jr. Depo,**
23 **801:20-802:12.** Thus, up until Director Adams voted to terminate Cotter, Jr. as CEO, Cotter, Jr.
24 made no complaint regarding Director Adams’s independence.

25 Additionally, Cotter, Jr. bases his challenge to the independence of Director Adams upon
26 claims that Mr. Adams depends on entities controlled by the Cotter sisters, as Executors of
27 Cotter, Sr.’s estate, for his income. However, this claim simply does not bear up to scrutiny, as
28 demonstrated by the review of the claim undertaken by RDI’s counsel. **See Motion, p. 10.**

1 Significantly, Cotter, Jr. cannot show that, as Executors of Cotter, Sr.'s Estate, the Cotter sisters
2 have any *discretion* with respect to payments due to Director Adams. Instead, the payments to
3 Mr. Adams are based on contractual agreements made with Cotter, Sr., which agreements
4 survive his death. *See Exhibit 2 to Independent Directors Motion, Deposition of Guy*
5 *Adams, 41:16-58:14.*

6 **III. COTTER, JR. CANNOT SHOW THAT DIRECTORS KANE OR CODDING**
7 **LACK INDEPENDENCE BECAUSE LONGTERM FRIENDSHIPS WITH A**
8 **FELLOW DIRECTOR'S PARENT CANNOT SUFFICE TO ESTABLISH A**
9 **LACK OF INDEPENDENCE.**

10 Cotter, Jr. contends that because of Director Kane's long term friendship and working
11 relationship with Cotter, Sr., and Director Coddington's long term friendship with Mary Coddington,
12 Cotter, Sr.'s widow and the mother of Cotter, Jr., Margaret Cotter and Ellen Cotter, neither
13 director can make informed decisions in disregard of the wishes of Ellen Cotter and Margaret
14 Cotter. It is, perhaps telling, that Cotter, Jr. assumes that any director who maintained long term
15 friendships with either of his parents would necessarily be inclined to favor his sisters over him.
16 However, regardless of any feelings of a lack of parental approval Cotter, Jr. may suffer, such
17 feelings cannot satisfy the burden of proof that Cotter, Jr. must meet to rebut the statutory
18 presumption of good faith.

19 As noted above, Cotter, Jr. is required to show that the director would be willing to risk
20 his or her reputation rather than risk disruption of the personal relationship. *In re MFW S'holders*
21 *Litig.*, 67 A.3d 496, 509 (Del. Ch. 2013); see also *La. Mun. Police Emps.' Ret. Sys. v. Wynn*, ---
22 F.3d ---, 2016 WL 3878228, at *7 (9th Cir. July 18, 2016). Cotter, Jr. has produced no
23 evidence that these personal relationships are, in fact, of such significance to the Directors that
24 either would choose to risk their integrity and reputation rather than sacrifice the relationship.
25 Indeed, with respect to Director Kane, the question of risking the long term friendship is absurd,
26 in light of the fact that Cotter, Sr. is deceased. And as to Director Coddington, Cotter can produce
27 no admissible evidence that Mary Cotter, the mother of the Cotter siblings, has taken sides in the
28 dispute among the siblings. Thus, there is no evidence that, if she favored Cotter, Jr.'s proposals
over those of his sisters, Director Coddington would actually face any risk of losing her friendship

1 with Mary Cotter.

2 **IV. COTTER, JR. CANNOT SHOW THAT DIRECTOR WROTNIAK**
3 **LACKS INDEPENDENCE BECAUSE A LONG TERM FRIENDSHIP**
4 **BETWEEN A DIRECTOR'S SPOUSE AND ANOTHER DIRECTOR DOES NOT**
5 **CREATE ANY INFERENCE OF DEPENDENCE**

6 Cotter, Jr.'s claims as to Director Wrotniak are even more attenuated than those of
7 Directors Kane and Coddington, given that Mr. Wrotniak is not even the person with the long term
8 friendship. In the case of Mr. Wrotniak, Cotter, Jr. is required to show that the friendship
9 between his wife and Margaret Cotter is of such material significance to *Mr. Wrotniak*, that he
10 would ignore his own integrity for the sake of preserving that friendship. Cotter cannot produce
11 evidence to support such a conclusion.

12 **CONCLUSION**

13 Cotter, Jr. cannot demonstrate that Directors Adams, Coddington, Kane, McEachern, or
14 Wrotniak have such material significant personal or financial relationships with the Cotter sisters
15 that none could exercise independent judgment with respect to decisions involving the Cotter
16 siblings. Cotter, Jr. has acknowledged that there is nothing to indicate McEachern is not
17 independent. Cotter, Jr. has nothing more than Kane's long term friendship with Cotter, Sr.,
18 through which each of the Cotter children came to know Kane and refer to him as "Uncle Ed,"
19 with which to challenge Kane. But that long term friendship is one from which Cotter, Jr.
20 himself would presumptively benefit as much as his sisters. Similarly, the mere fact that
21 Coddington has long been friends with Mary Cotter, the mother of Cotter, Jr., Ellen Cotter and
22 Margaret Cotter, does not give rise to any inference of favoritism towards the sisters. And still
23 less can there be an inference of a lack of independent judgment merely because of a friendship
24 between Wrotniak's *wife* and Margaret Cotter. Finally, Cotter, Jr. cannot present evidence that
25 the Cotter sisters actually have *discretion* over any payments made to Adams by entities included
26 within Cotter, Sr.'s estate. Therefore, Cotter, Jr. cannot show that Adams is financially
27 dependent upon the Cotter sisters.

28 Cotter's challenges to the independence of these directors are not based on any actual

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1 evidence of dependence on or domination by the Cotter sisters. Instead, the challenges are based
2 on nothing more than Cotter, Jr.'s embittered speculation and theory as to why his sisters'
3 visions for RDI were preferred over his. This Court should not allow this litigation wrought by
4 nothing more than petulance and resentment to continue. RDI is entitled to summary judgment
5 as to any claims premised on the purported lack of independence of these directors.

6 DATED: this 3rd day of October, 2016.

7 GREENBERG TRAURIG, LLP

8
9 /s/ Mark E. Ferrario
10 MARK E. FERRARIO, ESQ.
11 (NV Bar No. 1625)
12 KARA B. HENDRICKS, ESQ.
13 (NV Bar No. 7743)
14 TAMI D. COWDEN, ESQ.
15 (NV Bar No. 8994)
16 *Counsel for Reading International, Inc.*
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the forgoing *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence* to be filed and served via the Court's Wiznet E-Filing system on all registered and active parties. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

DATED: this 3rd day of October, 2016.

/s/ Andrea Lee Rosehill

An employee of GREENBERG TRAURIG, LLP

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EXHIBIT A

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES J. COTTER, JR., derivatively
on behalf of Reading International,
Inc.,
Plaintiff,

vs.

Case No.

MARGARET COTTER, ELLEN COTTER, A-15-719860-B
GUY ADAMS, EDWARD KANE, DOUGLAS
MCEACHERN, TIMOTHY STOREY,
WILLIAM GOULD, JUDY CODDING,
MICHAEL WROTONIAK, and DOES 1
through 100, inclusive,
Defendants.

and

READING INTERNATIONAL, INC.,
a Nevada corporation,
Nominal Defendant.

(CAPTION CONTINUED ON NEXT PAGE.)

VIDEOTAPED DEPOSITION OF JAMES COTTER, JR.

Los Angeles, California

Monday, May 16, 2016

Volume I

Reported by:

JANICE SCHUTZMAN, CSR No. 9509

Job No. 2312188

Pages 1 - 297

1 He would often go out to dinner with the two of them
2 and his family.

3 I really didn't have that level. So I
4 would describe my two sisters' relationship with Ed
5 Kane and his family to be different than the one 11:33:59
6 that I had.

7 BY MR. TAYBACK:

8 Q. And do you feel that was your choice or his
9 choice to not have that kind of relationship with
10 Mr. Kane? 11:34:08

11 A. I mean, I don't know what he was thinking.
12 I just didn't have it with him. I mean, I --

13 Q. Were there occasions where you asked him to
14 go to dinner more and he --

15 A. No.

16 Q. -- wouldn't?

17 A. No, no, no. No. I would never -- outside
18 of Reading, my interaction with Ed Kane and his
19 family was limited, or certainly much more limited
20 than Ellen and Margaret's. 11:34:37

21 Q. Mr. McEachern, is he independent, in your
22 view?

23 A. Yes. I mean, he's -- I mean, again, he's
24 independent. He's got no relationship with Ellen
25 and Margaret or, you know, no business relationship 11:34:58

1 with Ellen and Margaret. So --

2 Q. No business relationship -- Mr. Kane has no
3 business relationship with Ellen and Margaret also;
4 correct?

5 A. That's correct. 11:35:20

6 Q. So in your view, Mr. McEachern is
7 independent and has always been independent?

8 MR. KRUM: Asked and answered.

9 THE WITNESS: Yeah, the testimony speaks
10 for itself. 11:35:30

11 BY MR. TAYBACK:

12 Q. So the answer's yes?

13 MR. KRUM: Well, asked and answered. He
14 said what he said.

15 BY MR. TAYBACK:

16 Q. Well, was your answer --

17 MR. KRUM: But it was yes with an
18 explanation.

19 Do you want him to withdraw the
20 explanation? 11:35:41

21 MR. TAYBACK: No. I was going to say, he's
22 independent and he's always been independent.

23 BY MR. TAYBACK:

24 Q. I think you can answer it yes -- or not.
25 But I think the answer's yes, and I want to make 11:35:48

1 sure I understand the answer.

2 MR. KRUM: All right. Same objections.

3 You can answer.

4 THE WITNESS: Okay. Yes.

5 BY MR. TAYBACK: 11:35:54

6 Q. Guy Adams, is he independent?

7 MR. KRUM: Same -- may call for a legal
8 conclusion.

9 BY MR. TAYBACK:

10 Q. In your view? 11:36:03

11 A. No.

12 Q. Okay. Why not?

13 A. A significant portion of his income derives
14 from entities that are controlled by my two sisters,
15 a significant portion. And I don't see how 11:36:28
16 Mr. Adams can make decisions that, in one way or the
17 other, impact Ellen and Margaret and do so in an
18 independent way.

19 He is fully involved with a number of
20 entities that my two sisters now purportedly 11:36:48
21 control, and his livelihood really depends on them.

22 Q. Would he be independent if you controlled
23 those entities?

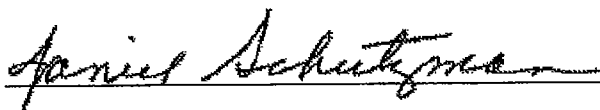
24 MR. KRUM: Objection, calls for a legal
25 conclusion, incomplete hypothetical. 11:37:11

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2 I, JANICE SCHUTZMAN, Certified Shorthand
3 Reporter of the State of California, do hereby
4 certify:

5 That the foregoing proceedings were taken
6 before me at the time and place herein set forth;
7 that any witnesses in the foregoing proceedings,
8 prior to testifying, were placed under oath; that
9 the testimony of the witness and all objections made
10 by counsel at the time of the examination were
11 recorded stenographically by me, and were thereafter
12 transcribed under my direction and supervision; and
13 that the foregoing pages contain a full, true and
14 accurate record of all proceedings and testimony to
15 the best of my skill and ability.

16 I further certify that I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or any of the parties.

19 IN WITNESS WHEREOF, I have subscribed my name
20 this 19th day of May, 2016.

21
22 
23

24 JANICE SCHUTZMAN

25 CSR No. 9509