

IN THE SUPREME COURT OF THE STATE OF NEVADA

JAMES J. COTTER, JR., DERIVATIVELY)
ON BEHALF OF READING)
INTERNATIONAL, INC.,)

Appellant,)

v.)

EDWARD KANE, DOUGLAS)
McEACHERN, WILLIAM GOULD, JUDY)
CODDING, MICHAEL WROTONIAK, and)
nominal defendant READING)
INTERNATIONAL, INC., A NEVADA)
CORPORATION,)

Respondents.)

Electronically Filed
Jan 23, 2019 08:07 a.m.
Supreme Court Case No. 75053
Elizabeth A. Brown
Clerk of Supreme Court

District Court Case No.
A-15-719860-B

APPELLANT JAMES J. COTTER
JR.'S MOTION TO REDACT AND
FILE UNDER SEAL PORTIONS
OF JOINT APPENDIX

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Attorneys for Appellant James J. Cotter, Jr.

Appellant James J. Cotter, Jr. hereby moves the Court under the Supreme Court Rules Governing Sealing and Redacting Court Records ("SRCR") to redact and seal selected portions of the parties' Joint Appendix.

Rule 3.4 of part VII of the SRCR states, in relevant part:

The court may order the court files and records, or any part thereof, in a civil action to be sealed or redacted, provided the court makes and enters written findings that the specific sealing is justified by identified compelling privacy or safety interests that outweigh the public interest in access to the court record. . . . The public interest in privacy or safety interests that outweigh the public interest in open court records include findings that:

...

(b) The sealing or redaction furthers . . . a protective order entered under NRCP 26(c)

Rule 7, SRCR, further states that "[c]ourt records sealed in the trial court shall be sealed from public access in the Nevada Supreme Court subject to further order of that court."

Here, the parties entered into a Stipulated Confidentiality and Protective Order, which was approved and signed by Judge Elizabeth Gonzalez, and filed in the district court on October 27, 2015. A copy is attached hereto as **Exhibit A**.

The Joint Appendix includes documents that have been redacted or marked as "Confidential" in the underlying action, and

portions of the Opening Brief refer to these documents. To maintain confidentiality and the district court's sealing of portions of the Joint Appendix, appellant James J. Cotter, Jr. respectfully requests the Court to permit him to file the confidential portions of the Joint Appendix under seal.

MORRIS LAW GROUP

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Attorneys for Appellant, James J. Cotter, Jr.

CERTIFICATE OF SERVICE

I certify that on the 22nd day of January, 2019, I served a copy of
**APPELLANT JAMES J. COTTER JR.'S MOTION TO REDACT AND FILE
UNDER SEAL PORTIONS OF JOINT APPENDIX** 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
efiling service:

Stan Johnson
Cohen-Johnson, LLC
255 East Warm Springs Road, Ste. 110
Las Vegas, NV 89119

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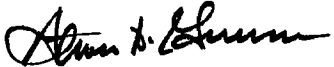
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*Attorneys for Nominal
Defendant Reading
International, Inc.*

*Attorneys for Respondents Edward Kane,
Douglas McEachern, Judy Coddling, and
Michael Wrotniak*

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

EXHIBIT A



CLERK OF THE COURT

1 NEO
2 MARK E. FERRARIO, ESQ.
3 (NV Bar No. 1625)
4 G. LANCE COBURN, ESQ.
5 (NV Bar No. 6604)
6 GREENBERG TRAURIG, LLP
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8 *Counsel for Reading International, Inc.*

9
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JAMES J. COTTER, JR., individually and
13 derivatively on behalf of Reading
International, Inc.

14 Plaintiff,

15 v.

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

20 Defendants.

21
22 **READING INTERNATIONAL, INC., a**
23 **Nevada Corporation;**

24 Nominal Defendant

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

Coordinated with:
Case No. P-14-082942-E
Dept. No. XI

Jointly Administered

**NOTICE OF ENTRY OF
STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER**

25 TO: All parties and their counsel of record:

26 YOU AND EACH OF YOU will please take notice that on October 22, 2015, the Court

1 entered the *Stipulated Confidentiality and Protective Order*, a copy of which is attached hereto
2 as Exhibit A.

3 DATED this 27th day of October, 2015

4 GREENBERG TRAURIG, LLP

5
6 /s/ Mark E. Ferrario

7 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)
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CERTIFICATE OF SERVICE

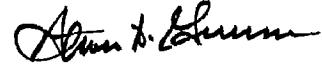
Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused the *Notice of Entry of Stipulated Confidentiality and Protective Order* to be filed and served via the Court's Wiznet E-Filing system. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

Dated this 27th day of October, 2015.

/s/ Andrea Lee Rosehill

An employee of GREENBERG TRAURIG, LLP

EXHIBIT A



CLERK OF THE COURT

1 SPO
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15 *Counsel for Reading International, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

12 JAMES J. COTTER, JR., individually and
13 derivatively on behalf of Reading
14 International, Inc.

14 Plaintiff.

15 v.

16 MARGARET COTTER, ELLEN
17 COTTER, GUY ADAMS, EDWARD
18 KANE, DOUGLAS McEACHERN,
19 TIMOTHY STOREY, WILLIAM
20 GOULD, and DOES 1 through 100,
21 inclusive,

22 Defendants.

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

Coordinated with:
Case No. P-14-082942-E
Dept. No. XI

Jointly Administered

~~PROPOSED~~ STIPULATED
CONFIDENTIALITY AND
PROTECTIVE ORDER

READING INTERNATIONAL, INC., a
Nevada Corporation;

Nominal Defendant

The Parties jointly submit this Proposed Stipulated Confidentiality and Protective Order,
as follows:

In order to promote the efficient and expeditious disposition of the above captioned
matter, it is hereby stipulated that the following terms shall apply to the Parties' exchange of
information in connection with the case:

1. Designation of Information.

a. Any Party may designate any document, object, file, photograph, video, tangible
thing, interrogatory answers, answers to requests for admissions, testimony, or other material
portion thereof (collectively, the "Discovery Material") as "Confidential Information" (the
"Confidential Information") following a good faith determination that the information so
designated is or may reveal trade secrets or matters which are confidential or proprietary under
Nevada law or any other law the Court finds applicable. To designate documents, objects or
tangible things, a Party shall place the legend "Confidential" on each page of the document, or
securely affix the legend to the object or tangible thing. To designate written responses to
interrogatories or admissions, a Party shall place the legend "Confidential" on the face of the
relevant portions of the responses.

If any Discovery Material is disclosed in a form not appropriate for such placing or
affixing a legend, it shall be designated in writing by the producing Party as Confidential at the
time it is delivered to the receiving Party. The receiving Party shall treat print-outs, derivative

1 data or manipulations of such material in accordance with any designations of **Confidential** as
2 provided for herein.

3 b. This Proposed Stipulated Confidentiality and Protective Order is entered without
4 prejudice to the right of any person to use any Confidential Information lawfully owned by that
5 person in any manner that he, she or it may deem appropriate, and any disclosure by such person
6 shall not be deemed a waiver of any Party's rights or obligations under this Confidentiality
7 Stipulation and Protective Order.

8 c. Nothing herein shall be construed to restrict any Party's use of information that is
9 lawfully possessed or known prior to disclosure by another Party, or is public knowledge, or is
10 independently developed or lawfully acquired outside of the production and exchange covered
11 by this Confidentiality Stipulation and Protective Order. Nothing contained in this provision or
12 elsewhere in this proposed Stipulated Confidentiality and Protective Order is intended to or shall
13 alter or affect the rights or obligations of any party that exist independent of proposed Stipulated
14 Confidentiality and Protective Order, including but not limited to any claims of confidentiality or
15 privilege any Party may have over documents, data or information currently in the possession of
16 any other Party.

17 **2. Deposition Testimony.**

18 a. A Party may designate all or any portion of a deposition, including exhibits
19 identified therein, conducted in connection with discovery as "**Confidential**" on the record of a
20 deposition or by sending, within fourteen (14) days after receiving a copy of the deposition
21 transcript, a written notice to all counsel and to the witness, setting forth the page and line
22 numbers of the portions of the transcript, as well as any exhibits thereto, to be so designated. All
23 Parties shall label the relevant pages of all such designated transcripts in their possession with

24 Page 3 of 14

25 Case No. A-15-719860-B Coordinated with: Case No. P-14-082942-E;
26 Dept. No. XI

27 **PROPOSED STIPULATED CONFIDENTIALITY**
28 **AND PROTECTIVE ORDER**

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1 the appropriate legend. Until such fourteen (14) day time period expires, the entire volume of
2 the transcript and all Exhibits, not previously designated with a legend, shall be treated as
3 **Confidential**, unless otherwise specified.

4 b. The producing Party who discloses **Confidential Information** shall have the
5 right, but is not required, to exclude from attendance at the deposition during such time as the
6 **Confidential** is to be disclosed, any person other than the deponent and those who are set forth
7 in this Order and who are allowed to have access to such **Confidential** by the terms of this
8 Order. A Party does not waive any rights under this Order regarding confidentiality if it or he
9 does not exercise its or his rights to exclude persons from attendance at any or all of the
10 deposition.

11 3. **Disclosure of Confidential Information.**

12 **Confidential Information** shall not be disclosed to anyone other than the attorneys
13 of record in this action, the Court and its personnel, and to the following other persons, but then
14 only for purposes of prosecuting or defending this action and only to the extent reasonably
15 necessary to accomplish such purposes:

16 i. those attorneys, paralegals and staff of the Parties' attorneys and of the
17 respective law firms of the attorneys who are engaged by each Party in connection with the
18 Lawsuit;

19 ii. court reporters, stenographers or video operators at depositions, court or
20 arbitral proceedings at which Confidential Information is disclosed;

21 iii. clerical and data processing personnel involved in the production,
22 reproduction, organizing, filing, coding, cataloging, converting, storing, retrieving, review, and
23

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translating of Confidential Information, to the extent reasonably necessary to assist the Parties or their Representatives in connection with the Lawsuit;

iv. in-house counsel for the Parties and those members of their staffs who are engaged in the conduct of this matter;

v. third party experts or independent consultants, who are retained by a Party or counsel for a Party to assist in this action, provided that each is provided with a copy of this Order and that such expert or consultant executes **Exhibit A** to this Order, agreeing to be bound by this Order;

vi. the Parties, and such officers, directors, and employees of the Parties as outside counsel for the Parties deem necessary to assist in connection with the Lawsuit;

vii. Party-affiliated persons who have been noticed for depositions or trial testimony:

viii. non-party persons, including former employees and individual counsel of said witness, who have been noticed or subpoenaed for depositions or subpoenaed for trial testimony;

ix. any person reflected as an author, addressee, or recipient of the Confidential Information being disclosed or any person to whom counsel for a Party in good faith believes likely received the Confidential Information in the ordinary course of business;

x. any other person designated by the Court, upon such terms as the Court may deem proper;

1 xi. the defendants' insurers and reinsurers, as required in the ordinary course
2 of business, provided that each is provided with a copy of this Order and the insurers and
3 reinsurers execute **Exhibit A** to this Order, agreeing to be bound by this Order, before the
4 Confidential Information is disclosed to it; and

5 xii. any other person as all Parties may agree to in writing.

6
7 b. Any person to whom Confidential Information is disclosed pursuant to subparts i.-
8 iv. and vii.-xii. above shall be advised that the Confidential Information is being disclosed
9 pursuant to an order of the Court, that the information may not be disclosed by such person to
10 any person not permitted to have access to the Confidential Information pursuant to this
11 Protective Order, and that any violation of this Protective Order may result in the imposition of
12 such sanctions as the Court deems proper.

13 **4. Signature of Order and Consent to Stipulated Confidentiality and Protective**
14 **Order.**

15 Any individual described in paragraph 3(a)(v) and 3(b)(vi) must sign an affidavit in the
16 form attached hereto as **Exhibit A** prior to receiving any information designated as
17 "**Confidential**" by a Party other than the Party which has retained the expert or consultant.
18 Counsel of record for the Party that has retained the expert or consultant shall maintain the
19 original of each affidavit signed pursuant to this paragraph, and, with respect to any individual
20 that will be testifying as an expert witness, forward a copy of the affidavit to all other counsel of
21 record within ten (10) days after the individual is identified as a testifying expert witness. The
22 parties agree that they will not disclose **Confidential Information** to non-party witnesses or
23 consulting experts if the facts available present a good faith basis to believe that the non-party
24 witness or consulting expert would not abide by this Order, or would have a material conflict, or

25 Page 6 of 14

26 Case No. A-15-719860-B Coordinated with: Case No. P-14-082942-E,

27 Dept. No. XI

28 **PROPOSED STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER**

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1 that the disclosure would otherwise cause irreparable injury. Any Party seeking to prevent the
2 disclosure of **Confidential Information** to a non-party witness or consulting expert pursuant to
3 the terms of this paragraph bears the burden of proof to demonstrate a material conflict exists,
4 and after a meet and confer on the issue must, within six days after the meet and confer, file a
5 motion with the Court in that regard. No **Confidential Information** shall be disclosed to the
6 non-party witness or consulting expert until the Court resolves such a motion.

7 **5. Pleadings and Other Court Filings.**

8 The parties acknowledge that this Stipulated Protective Order does not entitle them to file
9 **Confidential Information** under seal. Any party seeking to include **Confidential Information**
10 in a motion or other pleading or as an exhibit or attachment to a motion or other pleading shall
11 seek to file it under seal pursuant to Rule 3 of the Nevada Rules for Sealing and Redacting Court
12 Records or by any other proper means. The parties agree not to oppose such motions, if the
13 document is properly marked as **Confidential Information**. If a motion or pleading filed with
14 the Court discloses **Confidential Information**, such designated portions shall be redacted to the
15 extent necessary to conceal such information in any motion or pleading filed publicly with the
16 Court, pending ruling by the Court on a motion to file it under seal. Unredacted motions or
17 pleadings containing **Confidential Information** shall be filed under seal, if the Court agrees
18 after proper motion. The parties agree not to oppose such motions, if the document is properly
19 marked as **Confidential Information**. When a Party, in good faith, determines that it is
20 necessary to bring the specific content of such **Confidential Information** to the attention of this
21 Court in the body of a motion or other pleading, then it shall file a motion seeking to disclose the
22 **Confidential Information** to the Court in camera or by such other means as the Court may deem

1 appropriate. Such motion may disclose the general nature, but shall not disclose the substance, of
2 the Confidential Information at issue.

3 **6. Hearings.**

4 If a Party wishes to use Confidential Information at a hearing before this Court or at
5 trial, it shall notify the Court and each of the other Parties to this action of that fact at the time the
6 hearing or trial commences, if and as feasible, and this Court may then take whatever steps it
7 may deem necessary to preserve the confidentiality of said information during the course of and
8 after the hearing or trial.

9 **7. Disputed Designations.**

10 Any Party may object to a "Confidential" designation by serving a written notice of
11 objection on all Parties and any designating third party, specifying with reasonable particularity
12 the material to which objection to the disputed designation is made. The Party or non-party who
13 made such designation shall have ten (10) business days from the receipt of such written notice
14 to conduct a conference with the Party giving written notice to discuss any and all such issues
15 raised in the written notice. Absent a consensual resolution of such issues, the Party (or non-
16 party) making the designation shall have the obligation of filing a motion with the Court in ten
17 (10) business days after the conference or such other time as is agreed in writing. Nothing herein
18 shall alter or affect which Party has the burden of establishing by that motion or opposing it that
19 the Discovery Material is or is not entitled to protection as Confidential Information. Nothing
20 herein abrogates the Parties' obligations to meet and confer prior to bringing any motions.
21 Nothing contained herein, including in this paragraph, is intended to bar or shall have the effect
22 of barring a non-designating Party from seeking relief from the Court with respect to the
23 designation of any Discovery Material as Confidential.

24 Page 8 of 14

25 Case No. A-15-719860-B Coordinated with Case No. P-14-082942-E;
26 Dept. No. XI

27 PROPOSED STIPULATED CONFIDENTIALITY
28 AND PROTECTIVE ORDER

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1 8. Subsequent Designations.

2 Nothing in this Order shall prohibit a producing Party from designating, or otherwise
3 waive a producing Party's right to designate, in accordance with this Order, any document,
4 object, tangible thing, interrogatory answer, answer to requests for admissions, or deposition
5 testimony as "Confidential" subsequent to its first disclosure or production.

6 9. Dissimilar Designations.

7 In the event that a Party inadvertently produces two or more identical copies of any
8 Discovery Material with dissimilar designations, once such a discrepancy is discovered, all
9 copies of the Discovery Material shall be treated in accordance with the most restrictive
10 confidentiality designation used for such material.

11 10. Inadvertent Production.

12 Nothing in this Order shall require disclosure of any information that a Party contends is
13 protected from disclosure by the attorney-client privilege, work-product doctrine, or any other
14 legally recognized privilege or immunity. The inadvertent production of any Discovery Material
15 that includes any such privileged information during discovery in this matter shall be without
16 prejudice to any later claim that such material is privileged under the attorney-client privilege,
17 work-product doctrine or any other legally recognized privilege or immunity, and no Party shall
18 be held to have waived any rights by such inadvertent production. Upon written request by the
19 producing Party, the receiving Party shall (a) return the original and all copies of such Discovery
20 Material containing privileged information, (b) shall destroy the original and all copies of such
21 Discovery Material if they cannot be returned; and (c) shall not use such privileged information
22 for any purpose unless allowed by order of the Court.

11. Disclosure in Other Proceedings.

If any Party is served with a subpoena or other process or discovery request, or is required to fulfill a disclosure obligation, that would require the production or disclosure, for some purpose other than this action, of any **Confidential Information** received by that Party in this action, the receiving Party shall notify the designating Party as soon as practicable of the subpoena, process or discovery request, or disclosure obligation, and if the designating Party so requests, shall take reasonable steps to permit the designating Party to oppose the subpoena, process, discovery request or disclosure obligation.

12. Termination of Litigation.

This action will be deemed to have terminated when all of the claims asserted by or against the Parties herein have been settled and compromised, or have been finally disposed of by judicial action, and all possible appeals have been exhausted or the time for filing any further appeals has passed. After the termination of this action, within thirty (30) days of a written request by the producing Party, each Party shall either return all **Confidential Information** to the Party that produced said information, or shall destroy same in a manner agreeable to the Party that produced said information and send a written confirmation to the Party that produced the information confirming that the required destruction has taken place.

13. Modification of this Order.

This Order may be modified by this Court at any time for good cause shown, or pursuant to a written Order by all persons and entities affected by the modification. The entry of this Order shall be without prejudice to the rights of any Party to apply for modification of this Order for additional or different protection where such protection is deemed necessary.

14. Continuing Force and Effect of this Order.

The provisions of this Order shall remain in full force and effect, and shall be binding after the termination of this action. The Court hereby specifically retains jurisdiction to enforce this Order after this action has been terminated.

15. Unauthorized Disclosure of Confidential Information.

If a Party learns that, by inadvertence or otherwise, it has disclosed Confidential Information to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designated Party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Confidential Information; (c) inform the person or persons to whom unauthorized

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disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Order and Consent" that is attached hereto as **Exhibit A**.

IT IS SO STIPULATED.

DATED this 6th day of October, 2015.

LEWIS ROCA ROTHGERBERG, LLP

By: Mark G. Krum

MARK G. KRUM (NV Bar 10913)

Attorneys for Plaintiff James J. Cotter, Jr.

DATED this _____ day of October, 2015.

GREENBERG TRAURIG, LLP

By: Mark E. Ferrario #7743

MARK E. FERRARIO (NV Bar No. 1625)

G. LANCE COBURN (NV Bar No. 6604)

Attorneys for Reading International, Inc.

DATED this _____ day of October, 2015.

MAUPIN COX & LeGOY

By: Donald A. Lattin

DONALD A. LATTIN (NV Bar 0693)

CAROLYN K. RENNER NV Bar 9164)

Attorneys for William Gould and Timothy Storey

DATED this _____ day of October, 2015.

COHEN-JOHNSON, LLC

By: H. Stan Johnson

H. STAN JOHNSON (NV Bar 00265)

MICHAEL V. JOHNSON (NV Bar 13154)

Attorneys for Ellen Marie Cotter and Ann Margaret Cotter Douglas McEachern, Guy Adams and Edward Kane

DATED this _____ day of October, 2015.

BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS, LINCENBERG & RHOW

By: Ekwane E. Rhow

EKWANE E. RHOW (Pro Hac Vice)

BONITA D. MOORE (Pro Hac Vice)

Attorney for Defendants William Gould and Timothy Storey

DATED this _____ day of October, 2015.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: Christopher Tayback

CHRISTOPHER TAYBACK (Pro Hac Vice)

MARSHALL M. SEARCY (Pro Hac Vice)

Attorneys for Defendants Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane Douglas McEachern

Page 11 of 13

Case No. A-15-719860-D Coordinated with Case No. P-14-087942-B;

Dept. No. XI

PROPOSED STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER

disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Order and Consent" that is attached hereto as Exhibit A.

IT IS SO STIPULATED.

DATED this ____ day of October, 2015.

LEWIS ROCA ROTHGERBERG, LLP

By: _____
MARK G. KRUM (NV Bar 10913)

Attorneys for Plaintiff James J. Cotter, Jr.

DATED this ____ day of October, 2015.

GREENBERG TRAURIG, LLP

By: _____
MARK E. FERRARIO (NV Bar No. 1625)
G. LANCE COBURN (NV Bar No. 6604)

Attorneys for Reading International, Inc.

DATED this 9th day of October, 2015.

MAUPIN COX & LeGOY

By: _____
DONALD A. LATTIN (NV Bar 0693)
CAROLYN K. RENNER NV Bar 9164)

Attorneys for William Gould and Timothy Storey

DATED this ____ day of October, 2015.

COHEN-JOHNSON, LLC

By: _____
H. STAN JOHNSON (NV Bar 00265)
MICHAEL V. JOHNSON (NV Bar 13154)

Attorneys for Ellen Marie Cotter and Ann Margaret Cotter Douglas McEachern, Guy Adams and Edward Kane

DATED this ____ day of October, 2015.

BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS, LINCENBERG & RHOW

By: _____
EKWANE E. RHOW (Pro Hac Vice)
BONITA D. MOORE (Pro Hac Vice)

Attorney for Defendants William Gould and Timothy Storey

DATED this 7 day of October, 2015.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: _____
CHRISTOPHER TAYBACK (Pro Hac Vice)
MARSHALL M. SEARCY (Pro Hac Vice)

Attorneys for Defendants Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane Douglas McEachern

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1 disclosures were made of all the terms of this Order; and (d) request such person or persons to
2 execute the "Order and Consent" that is attached hereto as **Exhibit A**.

3 IT IS SO STIPULATED.

4 DATED this ____ day of October, 2015.

5 **LEWIS ROCA ROTHGERBERG, LLP**

6 By: _____
7 **MARK G. KRUM (NV Bar 10913)**

8 *Attorneys for Plaintiff James J. Cotter, Jr.*

DATED this ____ day of October, 2015.

GREENBERG TRAURIG, LLP

By: _____
MARK E. FERRARIO (NV Bar No. 1625)
G. LANCE COBURN (NV Bar No. 6604)

Attorneys for Reading International, Inc.

10 DATED this ____ day of October, 2015.

11 **MAUPIN COX & LeGOY**

12 By: _____
13 **DONALD A. LATTIN (NV Bar 0693)**
14 **CAROLYN K. RENNER NV Bar 9164)**

15 *Attorneys for William Gould and Timothy*
16 *Storey*

DATED this 13 day of October, 2015.

COHEN-JOHNSON, LLC

By: Michael V. Hughes
H. STAN JOHNSON (NV Bar 80265)
MICHAEL V. JOHNSON (NV Bar 13154)

Attorneys for Ellen Marie Cotter and Ann
Margaret Cotter Douglas McEachern, Guy
Adams and Edward Kane

18 DATED this ____ day of October, 2015.

19 **BIRD, MARELLA, BOXER, WOLPERT,**
20 **NESSIM, DROOKS, LINCENBERG & RHOW**

21 By: _____
22 **EKWAN E. RHOW (Pro Hac Vice)**
BONITA D. MOORE (Pro Hac Vice)

23 *Attorney for Defendants William Gould and*
24 *Timothy Storey*

DATED this ____ day of October, 2015.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: _____
CHRISTOPHER TAYBACK (Pro Hac Vice)
MARSHALL M. SEARCY (Pro Hac Vice)

Attorneys for Defendants Margaret Cotter, Ellen
Cotter, Guy Adams, Edward Kane
Douglas McEachern

25 Page 11 of 13

26 Case No. A-15-719860-B Coordinated with: Case No. P-14-082942-E;

27 Dept. No. XI

28 **PROPOSED STIPULATED CONFIDENTIALITY**
AND PROTECTIVE ORDER

LV 420546633v1

GREENBERG TRAURIG, LLP
5770 Howard Hughes Parkway, Suite 400, North
Las Vegas, Nevada 89149
Telephone: (702) 732-4773
Facsimile: (702) 732-9002

disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Order and Consent" that is attached hereto as Exhibit A.

IT IS SO STIPULATED.

DATED this ____ day of October, 2015.

LEWIS ROCA ROTHGERBERG, LLP

By: _____
MARK G. KRUM (NV Bar 10913)

Attorneys for Plaintiff James J. Cotter, Jr.

DATED this ____ day of October, 2015.

GREENBERG TRAURIG, LLP

By: _____
MARK E. FERRARIO (NV Bar No. 1625)
G. LANCE COBURN (NV Bar No. 6604)
Attorneys for Reading International, Inc.

DATED this ____ day of October, 2015.

MAUPIN COX & LeGOY

By: _____
DONALD A. LATTIN (NV Bar 0693)
CAROLYN K. RENNER NV Bar 9164)

Attorneys for William Gould and Timothy Storey

DATED this ____ day of October, 2015.

COHEN-JOHNSON, LLC

By: _____
H. STAN JOHNSON (NV Bar 00265)
MICHAEL V. JOHNSON (NV Bar 13154)

Attorneys for Ellen Marie Cotter and Ann Margaret Cotter Douglas McEachern, Guy Adams and Edward Kane

DATED this 7 day of October, 2015.

BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS, LINCENBERG & RHOW

By: _____
EKWAN E. RHOW (Pro Hac Vice)
BONITA D. MOORE (Pro Hac Vice)

Attorney for Defendants William Gould and Timothy Storey

DATED this ____ day of October, 2015.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: _____
CHRISTOPHER TAYBACK (Pro Hac Vice)
MARSHALL M. SEARCY (Pro Hac Vice)

Attorneys for Defendants Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane Douglas McEachern.

Page 11 of 13

Case No. A-15-719860-B Coordinated with: Case No. P-14-082942-E;
Dept. No. XI

PROPOSED STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER

LV 420546633v1

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IT IS SO STIPULATED.

DATED this _____ day of October, 2015.

LEWIS ROCA ROTHGERBERG, LLP

By: _____
MARK G. KRUM (NV Bar 10913)

Attorneys for Plaintiff James J. Cotter, Jr.

DATED this _____ day of October, 2015.

GREENBERG TRAURIG, LLP

By: _____
MARK E. FERRARIO (NV Bar No. 1625)
G. LANCE COBURN (NV Bar No. 6604)

Attorneys for Reading International, Inc.

DATED this _____ day of October, 2015.

MAUPIN COX & LeGOY

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DONALD A. LATTIN (NV Bar 0693)
CAROLYN K. RENNER NV Bar 9164)

Attorneys for William Gould and Timothy Storey

DATED this _____ day of October, 2015.

COHEN-JOHNSON, LLC

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H. STAN JOHNSON (NV Bar 00265)
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Attorneys for Ellen Marie Cotter and Ann Margaret Cotter Douglas McEachern, Guy Adams and Edward Kane

DATED this _____ day of October, 2015.

**BIRD, MARELLA, BOXER, WOLPERT,
NESSIM, DROOKS, LINCENBERG & RHOW**

By: _____
EKWAN E. RHOW (Pro Hac Vice)
BONITA D. MOORE (Pro Hac Vice)

Attorney for Defendants William Gould and Timothy Storey

DATED this 7 day of October, 2015.

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP**

By: _____
CHRISTOPHER TAYBACK (Pro Hac Vice)
MARSHALL M. SEARCY (Pro Hac Vice)

Attorneys for Defendants Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane Douglas McEachern

GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9602

1 DATED this 7th day of October, 2015.

2 ROBERTSON & ASSOCIATES

3
4 By: 

5 ALEXANDER ROBERTSON, IV

6 Attorney for Intervenor Plaintiffs T2
7 PARTNERS MANAGEMENT, LP,
8 T2 ACCREDITED FUND, LP,
9 T2 QUALIFIED FUND, LP,
10 TILSON OFFSHORE FUND, LTD.,
11 T2 PARTNERS MANAGEMENT I, LLC,
12 T2 PARTNERS MANAGEMENT GROUP,
13 LLC, JMG CAPITAL MANAGEMENT, LLC,
14 PACIFIC CAPITAL MANAGEMENT, LLC,
15 Derivatively on behalf of Reading
16 International, Inc.

17 ORDER

18 Upon stipulation of counsel and good cause appearing therefore,

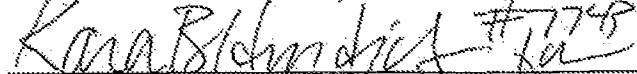
19 The above AGREEMENT AND STIPULATION IS SO ORDERED.

20 DATED this 22nd day of October, 2015.

21 
22 DISTRICT COURT JUDGE

23 Submitted by:

24 GREENBERG TRAURIG, LLP

25  #7748

26 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)

27 G. LANCE COBURN, ESQ. (NV Bar No. 6604)

28 3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, NV 89169

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