

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

v.

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

Respondents.

Electronically Filed
Aug 30 2019 03:48 p.m.
Supreme Court Case No. 75053
Consolidated with Supreme Court
Case Nos. 76981, 77648 & 77733

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

Coordinated with:
Case No. P-14-0824-42-E

Appeal (77648 & 76981)

Eighth Judicial District Court, Dept. XI
The Honorable Elizabeth G. Gonzalez

**JOINT APPENDIX TO OPENING BRIEFS
FOR CASE NOS. 77648 & 76981
Volume XXXIV
JA8309– JA8558**

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CERTIFICATE OF SERVICE

I certify that I am an employee of MORRIS LAW GROUP; I am familiar with the firm's practice of collection and processing documents for mailing; that, in accordance therewith, I caused the following document to be e-served via the Supreme Court's electronic service process. I hereby certify that on the 28th day of August, 2019, a true and correct copy of the foregoing **JOINT APPENDIX TO OPENING BRIEFS FOR CASE NOS. 77648 & 76981**, was served by the following method(s):

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Date	16.1	Production Range	Privilege Log Range
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6/15	RDI 37 th	33 rd : 70450-71599	Control Numbers: Amended for 2.22: RDI0000059762 - RDI0000060971 2 nd Amended for 5.30 and 5.31

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EXHIBIT 2

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Reading International's Amended Privilege Log (Responses to JJC Jr.'s RFPs dated January 12, 2018)
June 15, 2018

Control Number	AttachIDs	ProdBeg	ProdEnd	Date Sent	Date Created	FileName	Email Subject	Email To	Email From	Email CC	Privilege	Additional Information requested by Plaintiff
RDIO000059762	RDIO000059763; RDIO000059764			1/4/2018	1/4/2018	Draft Press Release-- suggested revisions (4).msg	Draft Press Release-- suggested revisions	S. Craig Tompkins (Craig.Tompkins@readingrdi.com)	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>	Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>; Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com)	Communication with Counsel; Work product	
RDIO000059763					1/4/2018	Document1.docx					Work product	
RDIO000059764					1/4/2018	Document1.docx					Work product	
RDIO000059765	RDIO000059766; RDIO000059767			1/4/2018	1/4/2018	Draft Press Release-- suggested revisions.msg	Draft Press Release-- suggested revisions	S. Craig Tompkins (Craig.Tompkins@readingrdi.com)	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com)	Communication with Counsel; Work product	
RDIO000059766					1/4/2018	Document1.docx					Work product	
RDIO000059767					1/4/2018	Document1.docx					Work product	
RDIO000059768				12/27/2017		For Bill Gould to sign.msg	For Bill Gould to sign	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Brewer, John N. (Shld-LV-CP) <brewerjn@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>; S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Hendricks, Kara (Shld-LV-	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RDIO000059775				12/29/2017		FW Can you review.msg	FW: Can you review	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>	Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>	Communication with Counsel; Work product	Communication re attendance of Meeting
RDIO000059792				12/27/2017		FW For Bill Gould to sign.msg	FW: For Bill Gould to sign	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>	Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RDIO000059814	RDIO000059815; RDIO000059816; RDIO000059817			12/29/2017		FW Sent on Behalf of Ellen Cotter: Materials for Board of Directors Meeting - December 29, 2017.msg	FW: Sent on Behalf of Ellen Cotter: Materials for Board of Directors Meeting - December 29, 2017	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>	Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>	Communication with Counsel; Work product	

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RD10000059815				12/28/2017	2017 12 29 Agenda BOD Meeting Re Compensation_Final.pdf					Attachment to Privileged Communication	
RD10000059816				12/28/2017	2017 12 27 Compensation and Stock Options Committee Materials.pdf					Attachment to Privileged Communication	
RD10000059817				12/28/2017	2017 12 29 Board Materials.pdf					Attachment to Privileged Communication	
RD10000059829				12/22/2017	Ratification issue discussed yesterday.msg	Ratification issue discussed yesterday	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=bonnerm>	Ferrario, Mark E. (Shld-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=ferrariom>; Cowden, Tami D. (OfCns-LV-LT) <cowdent@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>	Communication with Counsel; Work product	
RD10000059843				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000059862	RD10000059863			12/31/2017	Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (5).msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com); William D. Gould Esq. (wgould@troygould.com); S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) </O=GT LAW/OU=LV/CN=RECIPIENTS/CN=NONNERM>		Communication with Counsel; Work product	
RD10000059863				12/31/2017	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	
RD10000059865				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	

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RD10000059866					1/3/2018	421038703_v1_GTRedline_421037223v1 - 421037223v4.pdf						Communication with Counsel; Work product	
RD10000059899					12/27/2017	For Bill Gould to sign.msg	For Bill Gould to sign	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Brewer, John N. (Shld-LV-CP) <brewerjn@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>			Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000059902					12/27/2017	FW use of Executive Committee.msg	FW: use of Executive Committee	Craig Tompkins (Craig.Tompkins@readingrdi.com)	Cowden, Tami D. (OfCnsl-LV-LT) </o=GT LAW/ou=LV/cn=Recipients/cn=cowdent>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>		Communication with Counsel; Work product	
RD10000059911					12/27/2017	RE For Bill Gould to sign (2).msg	RE: For Bill Gould to sign	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Brewer, John N. (Shld-LV-CP) <brewerjn@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>	Cowden, Tami D. (OfCnsl-LV-LT) </o=GT LAW/ou=LV/cn=Recipients/cn=cowdent>			Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000059912					12/27/2017	RE For Bill Gould to sign.msg	RE: For Bill Gould to sign	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Hendricks, Kara (Shld-LV-LT) <hendricksk@gtla	Brewer, John N. (Shld-LV-CP) <brewerjn@gtlaw.com>			Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting

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RD10000059914				1/3/2018	RE Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (1).msg	RE: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com	David Armillei <davidarmillei@quinnemanuel.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>; Cotter Team <CotterTeam@quinnemanuel.com>	Communication with Counsel; Work product	
RD10000059915	RD10000059916			1/3/2018	RE Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017.msg	RE: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com ; David Armillei <davidarmillei@quinnemanuel.com>	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product	
RD10000059916				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.doc					Work product	
RD10000059917				12/27/2017	RE use of Executive Committee.msg	RE: use of Executive Committee	Craig Tompkins (Craig.Tompkins@readingrdi.com)	Cowden, Tami D. (OfCnsl-LV-LT) </o=GT LAW/ou=LV/cn=Recipients /cn=cowdent>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Communication with Counsel; Work product	
RD10000059919				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	
RD10000059920				1/3/2018	421038703_v 1_GTRedline_421037 223v1 - 421037223v4.pdf					Communication with Counsel; Work product	

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RD10000059921			12/27/2017	use of Executive Committee.msg	use of Executive Committee	'Craig.Tompkins@readingrdi.com'	Cowden, Tami D. (OfCnsl-LV-LT) </o=GTAW/ou=LV/cn=Recipients/cn=cowdent>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	
RD10000059927			12/28/2017	Call (3).msg	Call	judyccoding@gmail.com; m.wrotniak@aminco.biz	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	Communication regarding Special Board Meeting
RD10000059928			12/28/2017	Call .msg	Call	dmceachern@deloitteiretired.com; Edward Kane <elkane@san.rr.com> <elkane@san.rr.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	Communication regarding Special Board Meeting
RD10000059932			1/4/2018	Document1.docx					Work product	
RD10000059933			1/4/2018	Document1.docx					Work product	
RD10000059937			12/27/2017	FW For Bill Gould to sign.msg	FW: For Bill Gould to sign	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000059939			12/28/2017	2017 12 29 Agenda BOD Meeting Re Compensation_Final.pdf					Attachment to Privileged Communication	
RD10000059940			12/28/2017	2017 12 27 Compensation and Stock Options Committee Materials.pdf					Attachment to Privileged Communication	
RD10000059941			12/28/2017	2017 12 29 Board Materials.pdf					Attachment to Privileged Communication	
RD10000059956			12/27/2017	Re Special Committee meeting.msg	Re: Special Committee meeting	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; WGould@troygould.com	McEachern, Doug (US - Retired) <dmceachern@deloitteiretired.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Communication with Counsel; Work product	
RD10000059959			12/27/2017	RE For Bill Gould to sign (4).msg	RE: For Bill Gould to sign	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Brewer, John N. (Shld-LV-CP) <brewerjn@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting

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RD10000059965				1/3/2018	RE Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (1).msg	RE: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com	David Armillel <davidarmillel@quinnemanuel.co m>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>; Cotter Team <CotterTeam@quinnemanuel.co m>	Communication with Counsel; Work product	
RD10000059967				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000059972				12/27/2017	RE use of Executive Committee.msg	RE: use of Executive Committee	Craig.Tompkins@readingrdi.co m	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Communication with Counsel; Work product	
RD10000059979	RD10000059980			12/31/2017	Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (2).msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com); William D. Gould Esq. (wgould@troygould.com); S. Craig.Tompkins (Craig.Tompkins@readingrdi.co m); Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>		Communication with Counsel; Work product	
RD10000059980				12/31/2017	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	
RD10000059982				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	

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						421038703_v 1_GTRedline_421037 223v1 -						Communication with Counsel; Work product	
RD10000059983					1/3/2018	421037223v4.pdf						Work product	
RD10000060002					1/4/2018	Document1.docx						Work product	
RD10000060003					1/4/2018	Document1.docx							
RD10000060005		RD10071544	RD10071545	12/22/2017		FW Derivative Trial.msg	FW: Derivative Trial	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehill@gtlaw.com>; Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com); S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Laura Batista (Laura.Ba	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;		
RD10000060006				12/27/2017		FW use of Executive Committee.msg	FW: use of Executive Committee	Craig Tompkins (Craig.Tompkins@readingrdi.co m)	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Communication with Counsel; Work product		
RD10000060012				12/22/2017		Ratification issue discussed yesterday.msg	Ratification issue discussed yesterday	William D. Gould Esq. (wgould@troygould.com)	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>	Communication with Counsel; Work product		
RD10000060027	RD10000060028			1/3/2018		FW Revised draft: Reading International Inc Minutes of the Board of Directors Meeting December 29 2017.msg	FW: Revised draft: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig.Tompkins@readingrdi.com	Jackson, Carolyn (Secy-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=jackson>		Communication with Counsel; Work product		

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RD10000060028					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc						Work product	
RD10000060029	RD10000060030				1/3/2018	RE Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017.msg	RE: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com ; David Armillei <davidarmillei@quinnemanuel.c om>	Jackson, Carolyn (Secy-LV-CP) </o=GTAW/ou=LV/cn=Recipients /cn=jackson>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product		
RD10000060030					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc						Work product	
RD10000060031	RD10000060032;R DIO000060033				1/3/2018	Reading International Inc Minutes of the Board of Directors Meeting December 29 2017.msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; 'Craig.Tompkins@readingrdi.co m'	Jackson, Carolyn (Secy-LV-CP) </o=GTAW/ou=LV/cn=Recipients /cn=jackson>	Michael J. Bonner (bonnerm@gtlaw.com)	Communication with Counsel; Work product		
RD10000060032					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC						Work product	
RD10000060033					1/3/2018	421038703_v 1_GTRedline_421037 223v1 - 421037223v4.pdf						Communication with Counsel; Work product	
RD10000060034	RD10000060035				1/3/2018	Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017.msg	Revised draft: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; 'Craig.Tompkins@readingrdi.co m'; 'David Armillei' <davidarmillei@quinnemanuel.c om>	Jackson, Carolyn (Secy-LV-CP) </o=GTAW/ou=LV/cn=Recipients /cn=jackson>	Michael J. Bonner (bonnerm@gtlaw.com); Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product		

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RD10000060035					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (3).DOC					Work product	
RD10000060036	RD10000060037;R DI0000060038				1/4/2018	RSU Grant.msg	RSU Grant	Einig, Michael R. (Shld-Mia-Tx) <einigm@gtlaw.com>; Craig.Tompkins@readingrdi.com	Jackson, Carolyn (Secy-LV-CP) </o=GT LAW/ou=LV/cn=Recipients /cn=jackson>	Michael J. Bonner (bonnerm@gtlaw.com); Gregory H. Cooper (coopergr@gtlaw.com)	Communication with Counsel; Work product	
RD10000060037					1/4/2018	GTRedline_2017 Form of Non- Employee Directors - RSU Grant - FINAL - Filed Document.pdf					Communication with Counsel; Work product	
RD10000060038					1/4/2018	2017 Form of Non- Employee Directors - RSU Grant - FINAL.DOCX					Work product	
RD10000060058					12/26/2017	2017 12 29 Agenda BOD Meeting Re Compensation.docx					Work product	
RD10000060069					12/31/2017	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	

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RD10000060083	RD10000060084; RD10000060085			12/27/2017	FW Sent on Behalf of Ellen Cotter DRAFT BOD Agenda & Special Board Meeting (Bonner Michael J (Shld-LV-CP)).msg	FW: Sent on Behalf of Ellen Cotter: DRAFT BOD Agenda & Special Board Meeting	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>		Communication with Counsel; Work product	
RD10000060084				12/26/2017	2017 12 29 Agenda BOD Meeting Re Compensation.docx					Work product	
RD10000060089				12/31/2017	421037223_v2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	
RD10000060100				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Craig Tompkins) (1).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	
RD10000060101				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Craig Tompkins) (2).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Craig Tompkins <Craig.Tompkins@readingrdi.com>		Communication with Counsel; Work product	

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RD10000060102				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Craig Tompkins) (3).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	
RD10000060103				1/3/2018	Re Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Craig Tompkins).msg	Re: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060123				1/3/2018	RE Minutes (Bonner Michael J (Shld-LV-CP)).msg	RE: Minutes.	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Communication with Counsel; Work product	Communication regarding draft Board Minutes
RD10000060124				1/3/2018	Re Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Bonner Michael J (Shld-LV-CP)) (1).msg	Re: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	

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RD10000060125				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Bonner Michael J (Shld-LV-CP)).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>		Communication with Counsel; Work product	
RD10000060126				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Bonner Michael J (Shld-LV-CP)).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com)	Communication with Counsel; Work product	
RD10000060127				1/3/2018	RE Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Cowden Tami D (OfCnsl-LV-LT)).msg	RE: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Craig Tompkins <Craig.Tompkins@readingrdi.com>	Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060128				1/3/2018	RE Recall Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (David Armillei).msg	RE: Recall: Revised draft: Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	David Armillei <davidarmillei@quinnemanuel.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product	

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RD10000060129				12/27/2017	RE Sent on Behalf of Ellen Cotter - CONFIDENTIAL (Bonner Michael J (Shld-LV-CP)).msg	RE: Sent on Behalf of Ellen Cotter - CONFIDENTIAL	'Craig Tompkins' <Craig.Tompkins@readingrdi.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Ellen Cotter <Ellen.Cotter@readingrdi.com>; Dev Ghose <Dev.Ghose@readingrdi.com>	Communication with Counsel; Work product	Communication regarding materials for Board Meeting
RD10000060141	RD10000060142			12/31/2017	Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Bonner Michael J (Shld-LV-CP)).msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ellen Cotter - Reading International, Inc. (Ellen.Cotter@readingrdi.com); William D. Gould Esq. (wgould@troygould.com); S. Craig Tompkins (Craig.Tompkins@readingrdi.com); Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>		Communication with Counsel; Work product	
RD10000060142				12/31/2017	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCK					Work product	
RD10000060143	RD10000060144; RD10000060145			1/3/2018	Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Jackson Carolyn (Secy-LV-CP)).msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (Ofcns-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	Communication with Counsel; Work product	

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RD\0000060144					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	
RD\0000060145					1/3/2018	421038703_v 1_GTRedline_421037 223v1 - 421037223v4.pdf					Communication with Counsel; Work product	
RD\0000060147					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (3).DOC					Work product	
RD\0000060161					1/3/2018	Re Recall Revised draft Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 (Craig Tompkins).msg	Re: Recall: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; davidarmillei@quinnemanuel.co m; Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product	

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RD10000060162	RD10000060163; RD10000060164; RD10000060165; RD10000060166			12/22/2017	Call re letter for Special Meeting re ratification.msg	Call re letter for Special Meeting re ratification	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Hendricks, Kara (Shld-LV-LT) <hendricksk@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Craig Tompkins <Craig.Tompkins@readingrdi.com>	Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Susan Villeda <susan.villeda@readingrdi.com>	Communication with Counsel; Work product	
RD10000060163				12/22/2017	20150921 Compensation & Stock Option Committee Minutes.pdf					Attachment to Privileged Communication	
RD10000060164				12/22/2017	20150612 BOD Minutes.pdf					Attachment to Privileged Communication	
RD10000060165				12/22/2017	20150529 BOD Minutes.pdf					Attachment to Privileged Communication	
RD10000060166				12/22/2017	20150521 BOD Minutes.pdf					Attachment to Privileged Communication	
RD10000060185				1/4/2018	RE ATTORNEY CLIENT COMMUNICATION - Press Release (Bonner Michael J (Shld-LV-CP)).msg	RE: ATTORNEY CLIENT COMMUNICATION - Press Release	'Susan Villeda' <susan.villeda@readingrdi.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>; Craig Tompkins <Craig.Tompkins@readingrdi.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; 'Gross, Matthew' <mgross@joelefrank.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>	reading-jf <reading-jf@joelefrank.com>	Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060193				1/3/2018	RE Recall Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (David Armillei).msg	RE: Recall: Revised draft; Reading International, inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.com>; Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	David Armillei <davidarmillei@quinnemanuel.com>	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsl-LV-LT) <cowdent@gtlaw.com>; Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <rosehilla@gtlaw.com>	Communication with Counsel; Work product	

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RD10000060194				1/3/2018	RE Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (David Armillei).msg	RE: Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>; Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsL-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com	David Armillei <davidarmillei@quinnemanuel.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <croshilla@gtlaw.com>; Cotter Team <CotterTeam@quinnemanuel.com>	Communication with Counsel; Work product	
RD10000060196				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060207	RD10000060208			1/3/2018	Revised draft Reading International Inc Minutes of the Board of Directors Meeting December 29 2017 (Jackson Carolyn (Secy-LV-CP)).msg	Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ferrario, Mark E. (Shld-LV-LT) <ferrariom@gtlaw.com>; Cowden, Tami D. (OfCnsL-LV-LT) <cowdent@gtlaw.com>; Craig.Tompkins@readingrdi.com ; David Armillei <davidarmillei@quinnemanuel.com>	Jackson, Carolyn (Secy-LV-CP) <jacksonc@gtlaw.com>	Bonner, Michael J. (Shld-LV-CP) <bonnerm@gtlaw.com>; Rosehill, Andrea (Secy-LV-LT) <croshilla@gtlaw.com>	Communication with Counsel; Work product	
RD10000060208				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (3).DOC					Work product	
RD10000060215				12/27/2017	421035975_v 2_2017 12 29 Agenda BOD Meeting Re Compensation (3).DOCX					Communication with Counsel; Work product	

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RD10000060220					12/27/2017	421085975_v_2_2017 12 29 Agenda BOD Meeting Re Compensation (3).DOCX						Communication with Counsel; Work product	
RD10000060236					1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT 1.4.18 11.22am.docx						Work product	
RD10000060237					1/4/2018	Ratificat.zip?Ratificat ATTORNEY CLIENT COMMUNICATION - Press Release [01.04.18 B].msg	ATTORNEY CLIENT COMMUNICATION - Press Release	Craig Tompkins <Craig.Tompkins@readingrdi.co m>; mgross@joelefrank.com; Susan Villeda <susan.villeda@readingrdi.com> ; Ellen Cotter <Ellen.Cotter@readingrdi.com>; ferrariom@gtlaw.com	bonnerrm@gtlaw.com	reading-jf@joelefrank.com	Communication with Counsel; Work product	Communication regarding draft Press Release	
RD10000060245					1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT 1.4.18 11.22am (SCT Comments).docx						Communication with Counsel; Work product	
RD10000060246					1/4/2018	Ratificat.zip?Ratificat ATTORNEY CLIENT COMMUNICATION [01.03.17].msg	ATTORNEY CLIENT COMMUNICATION	Ellen Cotter <Ellen.Cotter@readingrdi.com>	Gross, Matthew	reading-jf <reading- jf@joelefrank.com>; mark ferrario (ferrariom@gtlaw.com); bonnerrm@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.com >	Communication with Counsel; Work product	Communication regarding draft Press Release	
RD10000060249	RD10000060250				1/4/2018	Ratificat.zip?Ratificat ATTORNEY CLIENT COMMUNICATION [01.04.18 B].msg	ATTORNEY CLIENT COMMUNICATION	Craig Tompkins <Craig.Tompkins@readingrdi.co m>; Ellen Cotter <Ellen.Cotter@readingrdi.com>; mark ferrario (ferrariom@gtlaw.com); bonnerrm@gtlaw.com; Susan Villeda <susan.villeda@readingrdi.com>	Gross, Matthew	reading-jf <reading- jf@joelefrank.com>	Communication with Counsel; Work product	Communication regarding draft Press Release	

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RD10000060250				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT (JF COMMENTS) (00943644xA26CA).D OCK					Communication with Counsel; Work product	
RD10000060251	RD10000060252			1/4/2018	Ratificat.zip?Ratificat \ATTORNEY CLIENT COMMUNICATION [01.04.18 CJ].msg	ATTORNEY CLIENT COMMUNICATION	Gross, Matthew <mrgross@joelefrank.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Craig Tompkins	reading-jf <reading-jf@joelefrank.com>; mark ferrario (ferrario@gtlaw.com); bonnerm@gtlaw.com; Susan Villeda <susan.villeda@readingrdi.com>	Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060252				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT (Tompkins Comments).docx					Communication with Counsel; Work product	
RD10000060258	RD10071546	RD10071546	12/22/2017		Ratificat.zip?Ratificat \Call re Letter for Special Meeting re ratification [12.22.17 A].msg	Call re: Letter for Special Meeting re ratification	rosehilla@gtlaw.com	Craig Tompkins	Susan Villeda <susan.villeda@readingrdi.com>; bonnerm@gtlaw.com	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060260	RD10071547	RD10071547	12/22/2017		Ratificat.zip?Ratificat \Call re Letter for Special Meeting re ratification [12.22.17 C].msg	Call re: Letter for Special Meeting re ratification	Susan Villeda <susan.villeda@readingrdi.com>	rosehilla@gtlaw.com	Craig Tompkins <Craig.Tompkins@readingrdi.com>; bonnerm@gtlaw.com	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060262	RD10071548	RD10071548	12/22/2017		Ratificat.zip?Ratificat \Call re Letter for Special Meeting re ratification [12.22.17B].msg	Call re: Letter for Special Meeting re ratification	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Susan Villeda		Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060265	RD10071549	RD10071549	12/22/2017		Ratificat.zip?Ratificat \Call re Letter for Special Meeting re ratification [12.22.17].msg	Call re: Letter for Special Meeting re ratification	Craig Tompkins <Craig.Tompkins@readingrdi.com>	rosehilla@gtlaw.com	Susan Villeda <susan.villeda@readingrdi.com>; bonnerm@gtlaw.com	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	

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RD10000060267	RD10000060269; RD10000060270; RD10000060271; RD10000060272	RD10071550	RD10071550	12/22/2017	Ratificat.zip?Ratificat Call re letter for Special Meeting re ratification.msg	Call re letter for Special Meeting re ratification	ferrariom@gtlaw.com; hendricksk@gtlaw.com; cowdent@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.com>	rosehilla@gtlaw.com	Susan Villeda <susan.villeda@readingrdi.com>	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060269		RD10071552	RD10071559	12/22/2017	20150921 Compensation & Stock Option Committee Minutes.pdf					Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060270		RD10071560	RD10071564	12/22/2017	20150612 BOD Minutes.pdf					Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060271		RD10071565	RD10071568	12/22/2017	20150529 BOD Minutes.pdf					Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060272		RD10071569	RD10071572	12/22/2017	20150521 BOD Minutes.pdf					Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060273		RD10071573	RD10071573	12/29/2017	Ratificat.zip?Ratificat Can you review.msg	Can you review	bonnerm@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.com>; Laura Batista <Laura.Batista@readingrdi.com>	Ellen Cotter		Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	Communication re draft board meeting materials
RD10000060296	RD10000060299			1/3/2018	Ratificat.zip?Ratificat CotterRDI Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review [01.03.18 A].msg	Cotter/RDI Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review	Craig Tompkins <Craig.Tompkins@readingrdi.com>	David Armillei	cowdent@gtlaw.com; Cotter Team <CotterTeam@quinnemanuel.com>; ferrariom@gtlaw.com; hendricksk@gtlaw.com	Communication with Counsel; Work product	
RD10000060299				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	

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RD10000060329					421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060358				1/3/2018	Ratificat.zip?Ratificat \\CotterRDI Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review [01.03.18].msg	Cotter/RDI: Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review	David Armillei <davidarmillei@quinnemanuel.c om>	Craig Tompkins	cowdent@gtlaw.com; Cotter Team <CotterTeam@quinnemanuel.co m>; ferrariom@gtlaw.com; hendricksk@gtlaw.com	Communication with Counsel; Work product	
RD10000060364				1/3/2018	Ratificat.zip?Ratificat \\CotterRDI Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review.msg	Cotter/RDI: Motion for Judgment as a Matter of Law on Plaintiff's Termination and Share Option Exercise Claims -- For Your Review	Craig Tompkins <Craig.Tompkins@readingrdi.co m>	David Armillei	cowdent@gtlaw.com; Cotter Team <CotterTeam@quinnemanuel.co m>; ferrariom@gtlaw.com; hendricksk@gtlaw.com	Communication with Counsel; Work product	
RD10000060376				1/18/2018	Document1.docx					Work product	
RD10000060377				1/18/2018	Document1.docx					Work product	
RD10000060378				1/4/2018	Ratificat.zip?Ratificat \\Draft Press Release-- suggested revisions [01.03.18 B].msg	Draft Press Release-- suggested revisions	Craig Tompkins <Craig.Tompkins@readingrdi.co m>	bonnerm@gtlaw.com	hendricksk@gtlaw.com; ferrariom@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>; Susan Villeda <susan.villeda@readingrdi.com>	Communication with Counsel; Work product	
RD10000060380	RD10000060382;R D10000060383			1/4/2018	Ratificat.zip?Ratificat \\Draft Press Release-- suggested revisions [01.03.18 C].msg	Draft Press Release-- suggested revisions	Craig Tompkins	bonnerm@gtlaw.com		Communication with Counsel; Work product	
RD10000060382				1/18/2018	Document1.docx					Work product	
RD10000060383				1/18/2018	Document1.docx					Work product	
RD10000060386				1/18/2018	Document1.docx					Work product	
RD10000060387				1/18/2018	Document1.docx					Work product	

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RD10000060388	RD10000060390; RD10000060391			1/4/2018	Ratificat.zip?Ratificat \\Draft Press Release-- suggested revisions.msg	Draft Press Release-- suggested revisions	Susan Villeda <susan.villeda@readingrdi.com>	bonnerrm@gtlaw.com	Craig Tompkins <Craig.Tompkins@readingrdi.com>	Communication with Counsel; Work product	
RD10000060390				1/18/2018	Document1.docx					Work product	
RD10000060391				1/18/2018	Document1.docx					Work product	
RD10000060392	RD10000060395; RD10000060396			1/4/2018	Ratificat.zip?Ratificat \\Draft Press Release-- Update on Court Ruling [01.03.17].msg	Draft Press Release-- Update on Court Ruling	Ellen Cotter; Craig Tompkins; 'bonnerrm@gtlaw.com'	Susan Villeda		Communication with Counsel; Work product	
RD10000060395				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT.docx					Work product	
RD10000060396				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - comparison to GT draft 1.3.18.docx					Communication with Counsel; Work product	
RD10000060402				12/28/2017	2017 12 29 Agenda BOD Meeting Re Compensation_Final. docx					Communication with Counsel; Work product	
RD10000060404				12/27/2017	Ratificat.zip?Ratificat \\For Bill Gould to sign [12.26.17 A].msg	For Bill Gould to sign	bonnerrm@gtlaw.com; cowdent@gtlaw.com; brewerjn@gtlaw.com; ferrariom@gtlaw.com; hendricksk@gtlaw.com	Craig Tompkins		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000060408				12/27/2017	Ratificat.zip?Ratificat \\For Bill Gould to sign [12.26.17 C].msg	For Bill Gould to sign	Craig Tompkins <Craig.Tompkins@readingrdi.com>; cowdent@gtlaw.com; brewerjn@gtlaw.com; ferrariom@gtlaw.com; hendricksk@gtlaw.com	bonnerrm@gtlaw.com		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting

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RD10000060412				12/27/2017	Ratificat.zip?Ratificat \\For Bill Gould to sign [12.26.17 E].msg	For Bill Gould to sign	cowdent@gtlaw.com; brewerjn@gtlaw.com; ferrariom@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>; hendricksk@gtlaw.com	bonnerm@gtlaw.com		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000060424				12/27/2017	Ratificat.zip?Ratificat \\For Bill Gould to sign [12.27.18 A].msg	For Bill Gould to sign	cowdent@gtlaw.com	Craig Tompkins	bonnerm@gtlaw.com; brewerjn@gtlaw.com; ferrariom@gtlaw.com; hendricksk@gtlaw.com	Communication with Counsel; Work product	Communication regarding Special Meeting Request
RD10000060428				12/27/2017	Ratificat.zip?Ratificat \\For Bill Gould to sign [12.27.18].msg	For Bill Gould to sign	cowdent@gtlaw.com; bonnerm@gtlaw.com; ferrariom@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>; hendricksk@gtlaw.com	brewerjn@gtlaw.com		Communication with Counsel; Work product	Communication regarding draft letter re Special Board Meeting
RD10000060447	RD10000060449			1/4/2018	Ratificat.zip?Ratificat \\Press Release - Update on NV Court Ruling re Derivative Lawsuit.msg	Press Release - Update on NV Court Ruling re Derivative Lawsuit	Andrzej Matyczynski; Dev Ghose	Susan Villeda		Communication with Counsel; Work product	
RD10000060449				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT 1.4.18 11.53am.docx					Work product	
RD10000060450				12/27/2017	Ratificat.zip?Ratificat \\Ratification [12.16.17].msg	Ratification	Craig Tompkins <Craig.Tompkins@readingrdi.co m>	bonnerm@gtlaw.com	ferrariom@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060452				12/27/2017	Ratificat.zip?Ratificat \\Ratification [12.26.17 A].msg	Ratification	bonnerm@gtlaw.com	Craig Tompkins	ferrariom@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060464	RD10071574	RD10071574		12/27/2017	Ratificat.zip?Ratificat \\Ratification [12.27.18].msg	Ratification	bonnerm@gtlaw.com; ferrariom@gtlaw.com	Craig Tompkins	Ellen Cotter <Ellen.Cotter@readingrdi.com>	Document produced in accordance with Stipulation reached with M. Krum on June 8, 2018;	

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RD10000060475					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	
RD10000060476					1/3/2018	421038703_v 1_GTRedline_421037 223v1 - 421037223v4.pdf					Communication with Counsel; Work product	
RD10000060477					1/3/2018	Ratificat.zip?Ratificat \\Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18 C].msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	bonnerm@gtlaw.com	Craig Tompkins	Jacksonc@gtlaw.com; ferrariom@gtlaw.com; cowdent@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060480	RD10000060482;R D10000060483				1/3/2018	Ratificat.zip?Ratificat \\Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18 D].msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	ferrariom@gtlaw.com; cowdent@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>	Jacksonc@gtlaw.com	bonnerm@gtlaw.com	Communication with Counsel; Work product	
RD10000060482					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (2).DOC					Work product	
RD10000060483					1/3/2018	421038703_v 1_GTRedline_421037 223v1 - 421037223v4.pdf					Communication with Counsel; Work product	

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RD10000060484				1/3/2018	Ratificat.zip7Ratificat Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18 E].msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.co m>; Jacksonc@gtlaw.com; ferrariom@gtlaw.com; cowdent@gtlaw.com	bonnerm@gtlaw.com		Communication with Counsel; Work product	
RD10000060486				1/3/2018	Ratificat.zip7Ratificat Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18 F].msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Craig Tompkins <Craig.Tompkins@readingrdi.co m>	bonnerm@gtlaw.com	Jacksonc@gtlaw.com; ferrariom@gtlaw.com; cowdent@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060496				1/18/2018	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	
RD10000060497	RD10000060499			12/31/2017	Ratificat.zip7Ratificat Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [12.30.17].msg	Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	Ellen Cotter <Ellen.Cotter@readingrdi.com>; wgould@troygould.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>; ferrariom@gtlaw.com	bonnerm@gtlaw.com		Communication with Counsel; Work product	
RD10000060499				1/18/2018	421037223_v 2_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017.DOCX					Work product	

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RD10000060504	RD10000060506			1/3/2018	Ratificat.zip?Ratificat \\Revised draft; Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18 A].msg	Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	ferrariom@gtlaw.com; cowdent@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdl.co m>; davidarmillel@quinnemanuel.co m	jacksonc@gtlaw.com	bonnerm@gtlaw.com; rosehilla@gtlaw.com	Communication with Counsel; Work product	
RD10000060506				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (3).DOC					Work product	
RD10000060509				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060512				1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017 (3).DOC					Work product	
RD10000060513	RD10000060515			1/3/2018	Ratificat.zip?Ratificat \\Revised draft; Reading International Inc. Minutes of the Board of Directors Meeting December 29 2017 [01.03.18].msg	Revised draft; Reading International, Inc. Minutes of the Board of Directors Meeting December 29, 2017	ferrariom@gtlaw.com; cowdent@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdl.co m>; davidarmillel@quinnemanuel.co m	jacksonc@gtlaw.com	bonnerm@gtlaw.com; rosehilla@gtlaw.com	Communication with Counsel; Work product	

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RD10000060515					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060518					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060521					1/3/2018	421037223_v 4_Reading International, Inc. Minutes of the Board of Direct....doc					Work product	
RD10000060533	RD10071575	RD10071576	12/21/2017			Ratificat.zip?Ratificat \Special CommitteeStockhold er Action Alternatives.msg	Special Committee/Stockholder Action Alternatives	Craig Tompkins <Craig.Tompkins@readingrdi.co m>; ferrariom@gtlaw.com	bonnerm@gtlaw.com	Ellen Cotter <Ellen.Cotter@readingrdi.com>; Margaret Cotter <margaret.cotter@readingrdi.co m>	Document produced with redactions in accordance with Stipulation reached with M. Krum on June 8, 2018;	
RD10000060536			1/9/2018			Ratificat.zip?Ratificat \To Do List.msg	To Do List	ferrariom@gtlaw.com	Craig Tompkins	bonnerm@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>; Christopher Tayback <christayback@quinnemanuel.co m>; Marshall Searcy <marshallsearcy@quinnemanuel. com>; Margaret Cotter <margaret.cotter@readingrdi.co m>	Communication with Counsel; Work product	Follow-up regarding various derivative case issues including briefs, timeline and arbitration scheduling

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RD10000060560				1/3/2018	Ratificat.zip?Ratificat (who can work with GT today [01.02.18].msg	who can work with GT today	Craig Tompkins <Craig.Tompkins@readingrdi.co m>	bonnerm@gtlaw.com	cowdent@gtlaw.com; ferrariom@gtlaw.com	Communication with Counsel; Work product	Communication regarding draft Board Meeting Minutes
RD10000060562				1/3/2018	Ratificat.zip?Ratificat (who can work with GT today [01.02.18 A].msg	who can work with GT today	cowdent@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>	bonnerm@gtlaw.com	ferrariom@gtlaw.com	Communication with Counsel; Work product	Communication regarding draft Board Meeting Minutes & draft Motion to Dismiss
RD10000060566				1/3/2018	Ratificat.zip?Ratificat (who can work with GT today [01.02.18 C].msg	who can work with GT today	bonnerm@gtlaw.com	Craig Tompkins	cowdent@gtlaw.com; ferrariom@gtlaw.com	Communication with Counsel; Work product	Communication regarding draft Board Meeting Minutes & draft Motion to Dismiss
RD10000060573				1/2/2018	Document1 [Compatibility Mode].doc					Communication with Counsel; Work product	
RD10000060574	RD10000060575			1/3/2018	Ratificat.zip?Ratificat (who can work with GT today [01.02.18 G].msg	who can work with GT today	bonnerm@gtlaw.com; cowdent@gtlaw.com	Craig Tompkins		Communication with Counsel; Work product	Communication regarding draft Board Meeting Minutes
RD10000060576				1/3/2018	Draft December 29, 2017 Board Minutes.doc					Communication with Counsel; Work product	
RD10000060579				1/3/2018	Draft December 29, 2017 Board Minutes.doc					Communication with Counsel; Work product	
RD10000060588				1/2/2018	Document1 [Compatibility Mode].doc					Communication with Counsel; Work product	
RD10000060591				1/3/2018	Draft December 29, 2017 Board Minutes.doc					Communication with Counsel; Work product	
RD10000060592	RD10000060593			1/4/2018	8K and press release [01.03.18 B].msg	8K and press release	Susan Villeda <susan.villeda@readingrdi.com>	Craig Tompkins		Communication with Counsel; Work product	
RD10000060594	RD10000060595			1/3/2018	8K and press release [01.03.18 C].msg	8K and press release	bonnerm@gtlaw.com	Unspecified Sender	ferrariom@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	

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RD10000060596	RD10000060597		1/3/2018	8K and press release 01.03.18 C].msg	8K and press release	bonnerm@gtlaw.com	Craig Tompkins	ferrariom@gtlaw.com; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Communication with Counsel; Work product	
RD10000060607			12/27/2017	421035975_v 2_2017 12 29 Agenda BOD Meeting Re Compensation (3).DOCX					Communication with Counsel; Work product	
RD10000060609	RD10000060612;		12/28/2017	2017 12 29 Agenda BOD Meeting Re Compensation.DOCX. msg	2017 12 29 Agenda BOD Meeting Re Compensation.DOCX	Laura Batista	bonnerm@gtlaw.com		Communication with Counsel; Work product	
RD10000060612			12/27/2017	421035975_v 2_2017 12 29 Agenda BOD Meeting Re Compensation (3).DOCX					Communication with Counsel; Work product	
RD10000060614	RD10000060616		1/4/2018	ATTORNEY CLIENT COMMUNICATION - Press Release [01.04.18 A].msg	ATTORNEY CLIENT COMMUNICATION - Press Release	<Ellen.Cotter@readingrdi.com>; Craig Tompkins <Craig.Tompkins@readingrdi.co m>; mark ferrario (ferrariom@gtlaw.com); bonnerm@gtlaw.com; 'Gross, Matthew' <mgross@joelefrank.com>	Susan Villeda	reading-jf <reading- jf@joelefrank.com>	Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060616			1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT 1.4.18 11.22am.docx					Work product	
RD10000060620			1/4/2018	ATTORNEY CLIENT COMMUNICATION - Press Release [01.04.18 C].msg	ATTORNEY CLIENT COMMUNICATION - Press Release	Susan Villeda <susan.villeda@readingrdi.com> ; Ellen Cotter <Ellen.Cotter@readingrdi.com>; Craig Tompkins <Craig.Tompkins@readingrdi.co m>; ferrariom@gtlaw.com; mgross@joelefrank.com	bonnerm@gtlaw.com	reading-jf@joelefrank.com	Communication with Counsel; Work product	Communication regarding draft Press Release

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RD10000060623	RD10000060625			1/4/2018	ATTORNEY CLIENT COMMUNICATION - Press Release [01.04.18].msg	ATTORNEY CLIENT COMMUNICATION - Press Release	Gross, Matthew <mrgross@joelefrank.com>; Susan Villeda <susan.villeda@readingrdi.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>; mark ferrario (ferrariom@gtlaw.com); bonnerm@gtlaw.com	Craig Tompkins	reading-jf <reading- jf@joelefrank.com>	Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060625				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT 1.4.18 11.22am (SCT Comments).docx					Communication with Counsel; Work product	
RD10000060627				1/4/2018	ATTORNEY CLIENT COMMUNICATION [01.03.18 B].msg	ATTORNEY CLIENT COMMUNICATION	'Reading-JF@joelefrank.com'; mark ferrario (ferrariom@gtlaw.com); bonnerm@gtlaw.com; Craig Tompkins <Craig.Tompkins@readingrdi.co m>	Ellen Cotter		Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060628				1/4/2018	ATTORNEY CLIENT COMMUNICATION [01.04.17 A].msg	ATTORNEY CLIENT COMMUNICATION	Gross, Matthew <mrgross@joelefrank.com>; Ellen Cotter <Ellen.Cotter@readingrdi.com>	Craig Tompkins	reading-jf <reading- jf@joelefrank.com>; mark ferrario (ferrariom@gtlaw.com); bonnerm@gtlaw.com	Communication with Counsel; Work product	Communication regarding draft Press Release
RD10000060630				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT (JF COMMENTS) (00943644xA26CA).D OCX					Communication with Counsel; Work product	
RD10000060632				1/4/2018	2018 01 03 Reading Provides Update on Court Ruling re Derivative Lawsuit - DRAFT (Tompkins Comments).docx					Communication with Counsel; Work product	

EXHIBIT 3
(TO BE FILED UNDER SEAL)

EXHIBIT 4
(TO BE FILED UNDER SEAL)

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

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Transcript of Proceedings

TUESDAY, JUNE 19, 2018

FLORENCE HOYT
Las Vegas, Nevada 89146

JA8343

APPEARANCES:

FOR THE PLAINTIFF:

MARK G. KRUM, ESQ.
AKKE LEVIN, ESQ.

FOR THE DEFENDANTS:

MARK E. FERRARIO, ESQ.
KARA B. HENDRICKS, ESQ.
MARSHALL M. SEARCY, ESQ.
CHRISTOPHER TAYBACK, ESQ.
KEVIN M. JOHNSON, ESQ.
SHOSHANA E. BANNETT, ESQ.
CAROLYN K. RENNER, ESQ.

1 LAS VEGAS, NEVADA, TUESDAY, JUNE 19, 2018, 8:39 A.M.

2 (Court was called to order)

3 THE COURT: Good morning. Does anyone have any
4 electronic drives they would like Mr. Doan and his team to
5 look at?

6 MR. JOHNSON: Yes, Your Honor, we do.

7 THE COURT: Team 1. Good morning. How have you
8 been. Thanks. Let me know when you're done.

9 In the meantime, I received late last night, I guess
10 early this morning plaintiff's reply on the motion related to
11 the May 2 rulings and a motion to seal those. Does anyone
12 object to me signing the order shortening time on the motion
13 to seal and advancing it to this morning?

14 MR. KRUM: No.

15 THE COURT: I'm going to wait for a minute before we
16 start the motions. The order I'm going to go is I am going to
17 handle the motion first for relief based on noncompliance with
18 the Court's May 2, 2018, ruling before I go to any other
19 motions. And then, according to the notes I wrote last night,
20 my plan is to do the motion to compel and then to go to the
21 motion for summary judgment and then to the motion to dismiss,
22 if you need to order your stacks.

23 (Pause in the proceedings)

24 MR. DOAN: Okay. So these are good.

25 THE COURT: You need to get near the mike, Mike.

1 MR. DOAN: Sorry.

2 THE COURT: You know better than that.

3 MR. DOAN: Okay. Yeah. I think there's some
4 standard exhibits and videos on one. Is that true?

5 MR. JOHNSON: Yes.

6 MR. DOAN: Okay. So those are traditional, so those
7 won't be part of this.

8 THE COURT: Okay.

9 MR. DOAN: The other set's good. The blank jury
10 drive isn't labeled, but it should be good. It'll still be in
11 the box. So that's your call how you want to handle that.

12 THE COURT: Okay.

13 MR. DOAN: The other set, we a bad file name on it,
14 just the naming, so --

15 THE COURT: Okay.

16 MR. DOAN: -- if we could fix that real quick.

17 THE COURT: Whose drive is it?

18 UNIDENTIFIED SPEAKER: Is that the orange one?

19 MR. DOAN: Yeah, the orange one.

20 THE COURT: What do you want -- come name the file.
21 Come help rename the file.

22 UNIDENTIFIED SPEAKER: Sure.

23 THE COURT: It's easier if we all sit here and do it
24 now.

25 MR. KRUM: So, Your Honor, may we interject an

1 observation and a question?

2 THE COURT: No, not yet.

3 MR. KRUM: Well, it's with respect to this.

4 THE COURT: Hold on.

5 MR. KRUM: Okay.

6 THE COURT: Are we reading the file in an
7 appropriate format?

8 Okay. Mr. Krum, you wanted to make an observation.

9 MR. KRUM: Well, the observation, Your Honor, is
10 that we've not had an opportunity to complete processing the
11 documents that have been produced in the approximate last
12 week.

13 THE COURT: I'm not there yet. I'm not there yet,
14 Mr. Krum. That's the first motion this morning.

15 MR. KRUM: Well, no. But for the purposes of our
16 drive I just wanted to apprise the Court that our view is that
17 it's incomplete. We'll --

18 THE COURT: That's the first two motions this
19 morning, Mr. Krum.

20 MR. KRUM: Okay. I wanted to make sure he knew if
21 he need to. That's all.

22 THE COURT: He doesn't need to know that. He just
23 needs to know when he needs to come and check it and tell us
24 it's okay, start the next process.

25 MR. KRUM: Thank you, Your Honor.

1 THE COURT: So make him do substantive stuff. Make
2 him do process stuff.

3 All right. Mike, are we good on everything else?

4 MR. DOAN: Yeah, we're good.

5 THE COURT: Okay. So if you'd deliver the drives
6 back to Dulce and we'll do what we need to.

7 Thank you, gentlemen, for coming. I appreciate your
8 time.

9 THE LAW CLERK: Are we doing time?

10 THE COURT: Yes, they are on timers.

11 How much time do you think you need?

12 MR. FERRARIO: For what?

13 THE COURT: I'm going to put you on a timer, but
14 you're going to tell me how much time you need, and then I'm
15 going to hold you to it.

16 MR. FERRARIO: Per motion?

17 THE COURT: How much time do we need this morning,
18 Mr. Ferrario?

19 MR. FERRARIO: I'm running a calculation in my head.

20 THE COURT: I'm watching your numbers run. There's
21 steam coming out of your ears.

22 MR. FERRARIO: I would think no more than 20 minutes
23 per motion combined for both sides.

24 THE COURT: How much do you think you need, Mr.
25 Krum?

1 MR. KRUM: I think, Your Honor, 15 minutes per
2 motion is sufficient.

3 THE COURT: And I'd said you had not to exceed an
4 hour this morning not counting the stuff for the drives. So
5 I'm going to allocate a total of 30 minutes to each side for
6 you to split however you want among your motions, okay.

7 So, Cassandra, please keep track -- she left. Hold
8 on.

9 MR. KRUM: We had strict time limits in the
10 depositions in the Daimler v. Chrysler case, the securities
11 case, and the Daimler folks all spoke better English than most
12 of us, but they insisted on a translator.

13 THE COURT: Yeah. It doubles the time.

14 MR. KRUM: Well, so literally we had a clock person
15 starting and stopping when the lawyer's question ended and the
16 translation began.

17 THE COURT: Thirty minutes each, please.

18 Cassandra, if you could track them.

19 THE LAW CLERK: Got it.

20 THE COURT: All right. I said I wanted to start
21 with the motion related to the compliance with the May 2
22 order.

23 MR. KRUM: Thank you, Your Honor. May I sit for
24 this? My notes are on my computer.

25 THE COURT: Sure.

1 MR. KRUM: Thank you.

2 THE COURT: Just make sure you keep your voice up.

3 MR. KRUM: So first by way of hopefully a timely
4 abbreviated background, recall that the original summary
5 judgment attached only the December 29 minutes. There was no
6 mention of even the December 27 Gould email, much less the
7 December 21 special committee meeting. So when the documents
8 were produced in February, of course, there was nothing about
9 the December 21 special committee meeting, but there was the
10 December 27 Gould email, as if the five had contemporaneously
11 shared and epiphany and somehow someone -- Gould had dictated
12 that.

13 But, of course, we learned from prior motion
14 practice that what in fact happened supposedly as among the
15 five is the first event was the December 21 special
16 independent committee meeting. So I've done M&A work for
17 decades, and one of the things I've enjoyed about that is
18 being able to provide advice about business matters, not just
19 litigation. But I understand that in those circumstances
20 sometimes that entails molding what comes to be the evidence.
21 I've never seen anything like this. The GT lawyers, as we
22 know from the May 2 hearing, did not prepare the minutes of
23 the December 21 SIC meeting, special independent committee,
24 until after the motion had been heard, after we'd propounded
25 discovery, and then, as we heard from Mr. Bonner, well, no,

1 the discussion of ratification was privileged and so it didn't
2 appear in the minutes, or words to that effect. I'm not going
3 to go over all that again. That's just context. They clearly
4 sought to conceal the December 21 special committee meeting.
5 And we never received an explanation. Now, counsel for Mr.
6 Gould said, we didn't think it was responsive. And we spoke
7 to that in our papers. I'll just reiterate that's
8 unbelievable.

9 GT lawyers participated in the entire ratification
10 process, and I put "ratification" in quotes and "process" in
11 quotes, Your Honor. That includes December 21 SIC meeting.
12 That includes the litigators present in the room today. So
13 May 2 you made an order that was clear and precise,
14 ratification, matters relating to the December 21 SIC meeting,
15 matters relating to the December 27 Gould email.

16 I understood counsel for defendants, GT counsel, to
17 indicate that in connection with the February 2018 production
18 they had previously collected all emails for GT attorney
19 Bonner and I assume Ferrario for Ellen Cotter, for Craig
20 Tompkins, for all the SIC members dating back to September of
21 '17. So in view of that, in view of the specificity of the
22 Court's May 2 order, and in view of the fact the GT lawyers
23 had participated in these events they knew exactly what they
24 had and they knew exactly what they needed to do on May 2.
25 And what they could have done and should have done, Your

1 Honor, is a manual review of the emails they'd previously
2 collected, which presumably they could have done in a week or
3 two to produce the documents you ordered produced on May 2.
4 They didn't do that. Those documents weren't produced until
5 approximately -- not approximately, starting for all intents
6 and purposes on June 9.

7 The whole schedule is in Exhibit A to our reply.
8 Did Your Honor have a chance to look at that?

9 THE COURT: I did.

10 MR. KRUM: Thank you. So I'm going to --

11 THE COURT: I took the opportunity while we were
12 looking at the drives.

13 MR. KRUM: I understand, Your Honor. I apologize it
14 wasn't to the Court earlier.

15 I'd like to talk a minute about Exhibit 4 to the
16 reply. It's a brief email chain dated December 20 concerning
17 the scheduling of the December 21 SIC meeting. The document
18 was not produced and not logged until May 31. And on May 31
19 it was logged. The email was devoid of substance. There's
20 nothing privileged about it. You can see, Your Honor, it's
21 about scheduling the December 21 SIC meeting. Except, except
22 that you can also see that the meeting was scheduled at the
23 request of GT lawyers, not SIC members, and that at least one
24 of them on December 20 didn't know why they were going to have
25 a special meeting on December 21. Respectfully, Your Honor, I

1 think it was logged on May 31st as part of an effort, a
2 successful effort, to slow play plaintiff, exactly what you
3 directed counsel for defendants not to do on May 2.

4 There are other documents, Your Honor, that show
5 that what transpired is that prior to the December 21 SIC
6 meeting GT counsel conferred with Craig Tompkins and Ellen
7 Cotter. The other documents and privilege log entries -- and
8 I'm inferring from the privilege log entry, I don't have
9 testimony about it and if I get to trial then I'm out of luck,
10 because they'll object, but I infer from these privilege log
11 entries that following December 21 GT lawyers worked with
12 Craig Tompkins and Ellen Cotter to draft the December 27 Gould
13 email. Now, of course, the language in that email was used in
14 the agenda, it was used in the minutes. It's the legally
15 operative language. "Legally operative" is not my word. It's
16 language of legal consequence, according to Mr. Bonner.

17 So where does leave us, the result of this slow play
18 today? I've been unable to examine witnesses because I didn't
19 have documents, I had privilege logs. I got the privilege
20 logs, Your Honor, the ones on which I'm now supposed to rely,
21 on June 15. Defendants have since May 2 engaged in what
22 amounts to wilful noncompliance, delaying, logging documents
23 that aren't privileged and so forth. So plaintiff has been
24 unable to respond to the summary judgment motions, he is
25 unable to complete discovery in advance of trial, he is unable

1 to use the evidence at trial for any purpose, whether to
2 respond to a ratification defense or otherwise. As we say in
3 other motions, there are other uses to which we can put it.
4 Thank you, Your Honor.

5 THE COURT: Thank you.

6 Mr. Ferrario.

7 MR. FERRARIO: Your Honor --

8 MR. KRUM: Sorry, Mark.

9 How much time did I use?

10 THE LAW CLERK: You have 23 minutes left.

11 MR. KRUM: Thanks very much.

12 MR. FERRARIO: I'm going to primarily address any
13 questions you have.

14 THE COURT: I don't have any questions, Mr.
15 Ferrario.

16 MR. FERRARIO: I do -- I do --

17 THE COURT: I made an order. It was pretty clear.

18 MR. FERRARIO: And we complied.

19 THE COURT: Okay.

20 MR. FERRARIO: Okay? And, as a matter of fact,
21 Judge, I went to the unprecedented step of producing otherwise
22 privileged documents provided I could get Mr. Krum to agree
23 there was no waiver. What this is, quite frankly, is just an
24 effort to take away from my client something Nevada law
25 provides, which is to ratify a prior decision. This whole

1 thing has been turned on its head, okay. Ratification is
2 provided for under our statute, okay. This notion that
3 there's a ratification process or anything, it just -- it's a
4 farce, okay. And this is the problem I have with what Mr.
5 Krum is doing here. He doesn't want to address the merits,
6 because he knows if he addresses the merits, it's over. So
7 the only thing I would agree with Mr. Krum on is I've never
8 seen anything like this. I've never seen a derivative case
9 like this, you haven't, and he hasn't. You can't cite one
10 case around the country that even approximates this. I've
11 never seen a case where they abandon their damage expert yet
12 it's still the derivative case for the company. What's the
13 company going to get? They have no damage expert. I've never
14 seen a case where we show up for trial and on a Friday he says
15 he's ready to go, but over the weekend emergency health issue,
16 boom, gone. I haven't seen that before. I've never seen a
17 case where we're here in Nevada talking about Nevada law and
18 they hire an expert from Delaware to talk about Delaware law.
19 You're right. I've never seen a case like this.

20 THE COURT: He was a very bright man.

21 MR. FERRARIO: So if -- I don't care how bright he
22 is. He doesn't know anything about Nevada law, apparently,
23 because he didn't cite one Nevada case. So do I agree with
24 Mr. Krum that I've never seen anything like this, you bet I
25 haven't. Because, you know what, it's so confounding that I

1 went back to basics over the weekend with Ms. Cowden after we
2 argued over what to put in our pleading, and I said, what is a
3 derivative case, a derivative case is supposed to bestow
4 benefit on the company, right?

5 THE COURT: The shareholders.

6 MR. FERRARIO: The shareholders, right, through the
7 company. So you tell me -- and I defy Mr. Krum to stand up
8 today given the case that he has with no damage expert, what
9 benefit is going to result to the company or the shareholders
10 from prosecuting this action. It doesn't exist.

11 So let's go back to where we are. This Court gave
12 Mr. Krum the benefit of the doubt and said, now go out and do
13 this and broad discovery. I have a little cheat sheet here,
14 I'll be happy to give it to. This shows you all the operative
15 dates on what we did and when we provided information. He
16 goes to this document that he says -- this email chain that
17 set up a meeting. Wow. That's an earth-shattering event.
18 You know what the problem is? He already knows about the
19 meeting. He asked people questions about the meeting. Does
20 the email tell him anything he doesn't already know? The
21 answer to that is unequivocally no, okay. He's deposed
22 everybody. Has he come to you and said that any document that
23 we've produced, any document, would spawn additional
24 questions? Any document disclosed to him, anything material
25 that he didn't know, has he told you that? Absolutely not.

1 And the reason is it doesn't impact what he already knows. It
2 doesn't impact what happened here. He cites in his pleading
3 the outrageous proposition that I would give advice to my
4 client. How foolish of me to tell the client that under
5 Nevada law there's a ratification option as a result of the
6 decision Your Honor made. That's just ridiculous that I would
7 do that. But I guess under Mr. Krum's world my client would
8 have had to hire a separate lawyer to tell them what's in
9 Nevada law. Farcical. The whole thing is farcical, because
10 he knows that under Nevada law the legislature has provided
11 that my client could go back, okay -- not go back, today look
12 back and say, based on what I know and all the facts today,
13 okay, the directors, the independent directors could ratify
14 those decisions. That's just the harsh reality of Nevada law.
15 And unless he can point to some prejudice that's resulted to
16 him, which he can't and which he hasn't, all he's done is talk
17 about this should have come that day, that privilege log
18 adjusted -- and Ms. Hendricks can address all the evolutions
19 of the privilege log and after we had the meet and confer and
20 what we gave him and even to the point, Your Honor, of giving
21 him privileged information provided he said it wouldn't be a
22 waiver, okay. But at the end of the day you have to be able
23 to say that this has impacted me adversely. It's not enough
24 to say, well, I got this email that talked about scheduling
25 the meeting that I already knew and I should have had it

1 earlier. What the heck does that have to do with the price of
2 beans? Nothing. That's what's missing here.

3 So it's nothing more than a smoke screen to avoid
4 the inevitable that results under Nevada law. Now, we have,
5 and Ms. Hendricks can address this, some documents that we're
6 prepared to give to Your Honor in camera that you can review.
7 But I would submit it's not going to change anything that
8 happened here; because, as I told you from the beginning,
9 okay, and has been evident through all the depositions -- and
10 I must point out that Mr. Krum's desperation to avoid the
11 application of this law is best displayed in Ellen Cotter's --
12 no, in his motion, his opposition to the directors' motion
13 where he deliberately misstates the testimony of the various
14 directors. And I read that this morning. That's on page 6 of
15 the directors' reply.

16 So this isn't about looking at the record, this
17 isn't about facts. This is about Mr. Krum and his client
18 deliberately misleading this Court and deliberately misstating
19 the evidence because they want to avoid the inevitable under
20 Nevada law. So before he stands up and says, oh, Ferrario's
21 crazy 'cause he gave advice to his client, before I stands up
22 and says he doesn't have any information or something he has
23 to tie that out to an issue that's relevant to the case. And
24 he hasn't done that. Not once in these pleadings does he
25 demonstrate any prejudice as it relates to this issue;

1 because, as I told Your Honor when I first raised this issue
2 after your decision in December, okay, we had a situation --
3 we had a sea change in the case. We had now directors that
4 had been declared independent by this Court, and that then
5 gave rise to the ratification option under Nevada law. There
6 was a meeting held, a board meeting duly noticed that his
7 client attended where these directors ratified the decisions
8 that were the subject of the agenda, which is the option
9 decision and the termination of Mr. Cotter. That is nothing
10 earth shattering, that is nothing nefarious. There's nothing
11 wrong with that. And he hasn't cited to you a case, a
12 statute, nothing to support any of the claims he makes. And
13 he comes to this Court -- he hasn't said, I need to reexamine
14 Mr. McEachern because I got this email, he hasn't come -- and
15 I've been through that with Your Honor hundreds of times
16 because you say you get 10 minutes to ask that question. He
17 hasn't come to you with any of that stuff.

18 THE COURT: It's only because you take longer.
19 Other people would get 15.

20 MR. FERRARIO: And that's because I'm quick.

21 Anyhow, so that's what's at -- that's the problem I
22 have with this motion, Your Honor. Now I guess the most
23 bizarre thing is at the end he says now he has too many
24 documents. It's pretty clear what's going on. In December
25 something -- in December, late January leading up to the trial

1 obviously, since he'd pulled his experts, there must have been
2 an issue with the experts. And that's going to be the subject
3 of another motion that's going to be filed regarding why we
4 ended up continuing this trial in the first place in January,
5 okay. Now here we are a few months later, he withdraws his
6 two experts, his main experts in the case. And what's he
7 doing now? He wants another continuance on the ratification
8 issue, which didn't even come about until Your Honor's
9 decision.

10 So you want to go back to the beginning? I've never
11 seen anything like this. And that much we agree on. And he
12 can't cite you a case to support anything he's talking about
13 here regarding ratification, not one. Matter of fact, he goes
14 so far as to contort what the committee that consists of Mr.
15 Gould, Ms. Coddington, and Mr. Wrotniak, he keeps calling it a
16 special litigation committee, like it's a DISH committee and
17 things like that, and he cites cases that deal with those
18 types of committees. And he keep conflating what this
19 committee does. All he has to do is read the charter. So
20 instead of coming forward with something clear and concise,
21 it's just a bunch of crap thrown in the air, and he's hoping
22 that this Court bites on it.

23 So at the end of the day we've done what we had to
24 do, he's failed to show any prejudice, and if he can present
25 you with a document or something and say, hey, I need to go

1 ask more questions, then Your Honor could say, like she has to
2 me many times, then you get another 10 minutes or 20 minutes
3 or an hour with this witness and have at it. But he hasn't
4 even done that. It's pretty obvious what's going on here.
5 They don't have a case, they don't want to try the case, and
6 they're using any means available to them to delay this
7 proceeding and continue to cost the shareholders millions of
8 dollars. That's what's going on here.

9 THE COURT: Thank you.

10 MR. KRUM: Okay. Thank you. Well, most of that's
11 -- I don't know whether it's from college debate or whether
12 it's Trump politics. It's irrelevant fiction intended to
13 deflect and distract.

14 THE COURT: I think it's Wynn experience.

15 MR. KRUM: Pardon me?

16 THE COURT: Wynn experience.

17 MR. KRUM: Well, I'm not speaking to that. I have
18 plenty of secondhand Wynn experience.

19 Okay, Your Honor. First of all, I've had it with
20 this, these repeated innuendos, emergency health issue and so
21 forth. Mr. Cotter's -- one of his physicians provided an
22 affidavit or declaration. I thought that was good enough, but
23 apparently that person is presumed to be a liar and I'm
24 presumed to be a liar.

25 THE COURT: Mr. Krum, please direct your comments to

1 me.

2 MR. KRUM: And, Your Honor, I appreciate that Mr.
3 Ferrario's under pressure from clients and that the clients
4 dislike my client. I wish we were above that, okay. The
5 physician in question is somebody with whom I've had a
6 professional relationship for 20 years. I know the person to
7 be of integrity. But I knew I was going to get more of this
8 innuendo today, and I was concerned about something that was
9 said yesterday, so I circled back and confirmed with the
10 physician that Mr. Cotter had the procedure that was described
11 to you in the declaration. So can we stop that, I hope?

12 Now, on to --

13 THE COURT: I think there's a motion next week on
14 it.

15 MR. KRUM: Well, I haven't seen that.

16 MR. FERRARIO: There will be coming. And it has
17 nothing to do --

18 THE COURT: Mr. Searcy, did you serve your motion?

19 MR. FERRARIO: It will probably be served today.
20 And it has nothing to do with whether he had the procedure.

21 THE COURT: Wait, Mr. Ferrario. It's Mr. Searcy's
22 motion.

23 MR. FERRARIO: Huh? We're going to join.

24 MR. SEARCY: That's being served today, Your Honor.

25 MR. KRUM: Okay. Now, so, Your Honor, the next

1 thing is who's deliberately misleading the Court. Look,
2 they're the ones that came and told you, they showed up on
3 December 29, they looked at the package. Well, we know that
4 that's inaccurate. There's a whole history here. Then he
5 says, well, I knew that the December 21 meeting occurred, what
6 more do I need. Well, how'd it occur? I didn't get that from
7 any of them.

8 MR. FERRARIO: We called it.

9 THE COURT: Mr. Ferrario.

10 MR. KRUM: And, so, for example, Your Honor, Exhibit
11 3 to our reply tells me something I didn't know, that Craig
12 Tompkins precipitated the meeting. I now know that I need to
13 depose him about the whole ratification process. He was a
14 critical participant from before it went to independent
15 directors to drafting the operative document.

16 And Exhibit 4, Your Honor, the email, it doesn't
17 tell me anything I knew? Excuse me? None of these directors
18 testified that the December 21 special independent committee
19 meeting had been called by GT lawyers. None of them testified
20 -- Mr. McEachern didn't testify that he even knew why it was
21 called until he showed up. So, yes, it's news, Your Honor.

22 So I need to find out from Tompkins and Ellen Cotter
23 what exactly they communicated to somebody else. It may only
24 be the subject matter, Your Honor, depending on how these
25 privilege issues play out, but I'm entitled to that, because a

1 privilege log doesn't substitute for testimony. And I'm
2 entitled to hear from Margaret Cotter why she gave me a sworn
3 interrogatory response that excludes written communications
4 about ratification. And what else did she not tell me? And
5 then, of course, Mr. Gould, you know, he was the only
6 "independent," I put that in quotes, director involved. So,
7 Your Honor, yes, the whole process, the ratification process
8 has been concealed, the discovery process has been undermined,
9 and what you ordered on May 2 hasn't been provided. Thank
10 you.

11 THE COURT: Thank you.

12 If we could go to the motion to compel, please. Mr.
13 Krum, we're on your next motion.

14 MR. KRUM: Yes. Thank you, Your Honor.

15 First, Your Honor, the SIC charter provides it with,
16 quote, "authority to enter and bind the company in connection
17 with Cotter-related proceeding." That includes this case.
18 The charter itself, Your Honor, makes clear that the committee
19 is empowered and as such is what is typically called a special
20 litigation committee.

21 Point two. GT lawyers made no effort to maintain
22 any confidence or privilege of SIC members, the SIC itself, or
23 any independent director vis-a-vis anyone, not Craig Tompkins,
24 not even Ellen Cotter and Margaret Cotter, defendants in this
25 case, who stand to benefit from a supposed independent

1 business judgment of SIC members or the five, depending upon
2 how you view it. The independent committees do not share
3 privilege or common interest with a full board where, as here,
4 their work entails assessing the conduct of other members of
5 the board. Talk about nonsensical. That's as if the members
6 of the jury and the litigants can have a relationship of that
7 nature. Where a special committee doesn't maintain its
8 information as privileged and confidential vis-a-vis
9 potentially adverse board members -- that's the key, are they
10 potentially adverse -- such information isn't privileged and
11 confidential, is not privileged and confidential.

12 Well, they say, well, none of that happened here
13 because it was five who voted at the December 29 meeting.
14 Well, the meeting effectively was called for the purposes of a
15 ratification summary judgment motion by the three. The email
16 says the five, but there's no evidence that Kane or Wrotniak
17 knew about it beforehand. In fact, the evidence by privilege
18 log entries from which we infer, because Wrotniak couldn't
19 specify the day, whether it was December 26, 27, or 28, but
20 the privilege log entries indicate that Wrotniak first learned
21 about ratification on December 28th, the day after the Gould
22 email.

23 So what happened here is the same thing that
24 happened in two of the cases we cited, Kline versus FPL and In
25 Re Parr Pharmaceuticals. The independent committee takes some

1 action to bring a matter before the full board for a vote of
2 all the supposedly independent members of that full board.
3 And FPL it was an evaluation committee, in Parr it was a
4 committee that conducted an investigation and recommended
5 dismissal of the derivative suit. But the same thing happened
6 as here. "Independent directors," and I put that in quotes
7 all the time, caused a matter to be taken up before the full
8 board, all independent directors, including those who caused
9 it and those who didn't vote it, and the cases find that the
10 information, because it was disclosed to board members who
11 were not part of the independent group who voted, either
12 wasn't privileged or privilege was waived.

13 The same kind of thing happened in Wardleigh, Your
14 Honor, where it was a homeowners association and owners. And
15 the question was, you know, what was the lineup. So the law
16 isn't not Nevada law, it's consistent with Nevada law.

17 Attorney work product. If it's prepared in
18 anticipation of litigation, it's not what they claim it is in
19 the ratification summary judgment motion, independent business
20 judgment on RDI business matters.

21 So the opposition was great, Your Honor, because
22 it's a perfect exercise in question begging. It says, "RDI's
23 committee does not have different objectives from the rest of
24 the board." Well, that says everything and nothing. They
25 say, "There's no separation between Mr. Tompkins's interests

1 and the interests of the SIC," which is in effect because he
2 reports to Ellen Cotter, says, the SIC and defendant Ellen
3 Cotter have the same interests. The best part is that the
4 opposition to search that GT, quote, "may have discussed in
5 confidence certain ratification-related with Ellen and
6 Margaret Cotter," quote, "in no way constitutes waiver of the
7 attorney-client privilege," close quote.

8 Why is that? And the answer is, quote, "Unity of
9 interest between RDI and Ellen and Margaret Cotter, who share
10 a common interest in responding to plaintiff." Excuse me.
11 These are supposed to be independent directors who engaged in
12 a good-faith process resulting in an informed decision to,
13 quote, "ratify" prior conduct of directors, including Ellen
14 and Margaret Cotter. Either they were that, which is what the
15 motion claims they were, or they were at SLC that said, we
16 don't want this case around anymore. But they can't have it
17 both ways. They cannot be both. They cannot share supposedly
18 privileged information used by supposedly independent
19 directors to make a supposedly good-faith, informed decision
20 independent of the people who were the subject of the
21 decision, defendants Ellen and Margaret Cotter and Craig
22 Tompkins, who reports to them and works for ostensibly an
23 [unintelligible] RDI. They can't share that information and
24 claim that it's privileged and confidential. They can't both
25 be -- they can't share that information and be independent

1 directors, which is why all this caselaw says independent
2 committees and independent directors should not use company
3 counsel. This isn't extraordinary stuff, Your Honor. This is
4 something we took for granted back in the '80s when I was a
5 takeover lawyer in New York. Somebody makes an offer for the
6 company, you get a committee of independent directors to
7 evaluate the offer, they hire independent advisors,
8 independent lawyers, independent bankers and so forth.
9 Nobody, nobody, except someone who didn't know what they were
10 doing or didn't think they could control the independent
11 people uses company counsel. Why did they do it here? You
12 know, there were a couple times early in the case I thought,
13 they're not paying attention, not sweating the details. But
14 what this whole ratification exercise shows is that it is
15 Craig Tompkins and more particularly outside counsel, GT is
16 the means by which Tompkins and Ellen Cotter control the
17 independent directors. GT advised the ratification people,
18 the independents, all of them. Not only the SIC, they had
19 phone calls on the 28th, if that's what the logs fairly
20 indicate, which we can surmise, with Wrotniak, Kane, who
21 didn't recall having it, and got everybody lined up the day
22 before. But they didn't -- and now we look back and we go,
23 oh, my goodness, GT advises the compensation committee, they
24 advised in all matters.

25 So, Your Honor, they can't have it both ways, and

1 they can't argue with the evidence. You know, I understand
2 the argument about the quote on McEachern. McEachern wasn't
3 on the compensation committee. He was on the SIC. And he
4 testified that what the SIC did was to act to resolve these
5 issues. And Mr. Gould wasn't confused about the SIC making
6 the request. He was clear about that. That's what
7 transpired.

8 So, Your Honor, the bottom line is this isn't simply
9 an issue about privilege. This is an issue about privilege
10 related to whether these directors are independent, which goes
11 go both summary judgment motions. Thank you.

12 THE COURT: Thank you.

13 Mr. Ferrario.

14 MR. FERRARIO: Your Honor, I stand guilty as charged
15 for advising my client as to what NRS 78. I think 140 says.
16 And he hasn't cited one case anywhere, okay, that says a
17 lawyer can't talk to members of a board about Nevada law. He
18 says that this is something orchestrated by Craig Tompkins or
19 Ellen Cotter or Margaret Cotter. What he's missing and what
20 he's distorting is this wasn't orchestrated by anybody other
21 than the Nevada Legislature when they passed the law.

22 THE COURT: So, Mr. Ferrario, let me stop you. This
23 doesn't really relate to this motion, but since you've brought
24 it up, NRS 78.140(4) says, "The fact that the vote or votes of
25 the common or interested director or directors are not counted

1 for purposes of subsection 2 does not prohibit any
2 authorization, approval, or ratification of a contract or
3 transaction to be given by written consent pursuant to
4 subsection of NRS 78.35 [sic] regardless of whether the common
5 or interested director signs written consent or abstains in
6 writing from providing consent."

7 That seems to limit the type of items which
8 ratification can be used for. Can you discuss that issue with
9 me.

10 MR. FERRARIO: Well, actually this is something
11 we've debated in this case from the beginning as to why you
12 were saying these directors weren't independent, because under
13 Nevada law you have a much broader protection for directors
14 than you do under Delaware and elsewhere. And so this whole
15 thing started off by a way for Mr. Krum to say these were
16 interested directors. And the only way you could say that is
17 were they interested in this transaction or occurrence. And
18 he said they were, that they were doing that to -- and the
19 transaction or occurrence is the termination of Jim Cotter,
20 Jr., and --

21 THE COURT: And I made a determination on summary
22 judgment. What I'm trying to get from you is is the
23 ratification process that the Nevada Legislature has
24 authorized in NRS 78.140(3) and (4) limited to a contract or
25 transaction, as opposed to other kinds of actions that

1 officers and directors of a company take. That's what I'm
2 trying to focus on.

3 MR. FERRARIO: I don't believe it is. You have to
4 talk about what "transaction" means, okay. And the
5 transaction at issue, for example, in the 100,000 -- you know,
6 exercise of the 100,000-share option, that's a transaction,
7 okay. Now, again, if you take it out of that, then the board
8 can ratify any decision. That's just general corporate law.
9 So either way he's out, okay. There's nothing that prevents a
10 board from being fully informed and going back and saying, you
11 know what, I'm going to ratify that decision. It happens all
12 the time, okay. And under that statute the Nevada -- under
13 our corporate statute, under our corporate governance, okay,
14 you can clearly do that. That's what our legislature has
15 said. Even in a situation where you have an interested
16 director involved in the transaction and the other board
17 members know it, somebody may benefit from the transaction or
18 the contract, our legislature says you can ratify that,
19 independent directors, you can do that. That's what happened
20 here under Nevada law.

21 THE COURT: What I'm trying to get from you, Mr.
22 Ferrario, and you're circling around for me, is there are
23 other kinds of activities that are the subject of this
24 litigation that do not clearly fall within the words in my
25 mind "transaction" or "contract."

1 MR. FERRARIO: I understand what you're saying.

2 THE COURT: I'm trying to find out from you the
3 basis on which you think ratification under that statute can
4 be expanded to cover what have been alleged as what I'll call
5 business torts for lack of a better term.

6 MR. FERRARIO: What was the -- no. The transaction
7 here was the termination of Mr. Cotter, Jr.

8 THE COURT: The termination of Mr. Cotter.

9 THE COURT: Yeah. The transaction here was the
10 company, okay, allowing the exercise of the option, okay.
11 Those are the events that were at issue. Terminating his
12 contract, okay. That's what was involved here. And now if
13 you get outside of that, then where are we? What's our
14 doctrinal framework for this case, then? Because I've said
15 this to you and you've acknowledged there's no other case in
16 America that approximates this. This is nothing more than a
17 personal case by James Cotter, Jr., to get his job back. And
18 we're at the most bizarre point --

19 THE COURT: You and I see lots of personal cases in
20 Business Court, Mr. Ferrario.

21 MR. FERRARIO: Exactly. But, you know what, they're
22 called breach of contract cases. They're not called
23 derivative cases. And this is a derivative case, okay, by Mr.
24 Cotter, Jr., where we're now at the bizarre point after
25 spending millions of dollars in defense costs, blowing through

1 the policy where they're not even seeking damages, nor can
2 they articulate to you a damage theory that would benefit the
3 shareholders. We're down to this. Because of their
4 withdrawal of their experts, we're down to can this Court
5 reinstate Mr. Cotter. And how is that going to benefit the
6 shareholders? There's not one case in America that authorizes
7 that type of relief. That's what's happening here.

8 So, you know what, I agree with Mr. Krum. This is
9 like politics today where one side just throws out anything
10 they can, creates a big kerfuffle, and then people think that
11 there's something there. There's nothing here. And so, yes,
12 I think we fall within the confines of that statute. And if
13 we don't, then it's incumbent upon him to come to this Court
14 and say why a board cannot go back and ratify prior decisions,
15 an independent board. This board -- if we ended up in the
16 bizarre situation where somehow Mr. Cotter was reinstated,
17 again, something not seen anywhere in the United States under
18 any caselaw, this independent board could fire him the next
19 day under our law, under our business judgment rule. Because
20 what's happening here is Mr. Cotter is asking this Court to do
21 violence to some of the statements made by our Supreme Court
22 in the recent Wynn case because he wants this Court to manage
23 this company when this Court has said there's independent
24 directors out there who can manage the company. So we end up
25 in this bizarre dialogue, okay.

1 But I can tell you we've tried to figure out why it
2 is, why would the independence be an issue at the beginning.
3 Well, under Nevada law if you're involved in a transaction or
4 occurrence and you stand to benefit, which is what they
5 argued, right, at the beginning, Mr. Guy Adams stands to
6 benefit financially from this -- first they said all the
7 directors stand to benefit because they stay on the board.
8 Now, that's the claims the made. It seems to fall within NRS
9 78.140, and that's why we utilize that. Did we advise the
10 board? Absolutely. Did we say, now that the Court has said
11 that you're independent, independent directors whether there's
12 that statute or whether it's under general corporate law can
13 always ratify. And that decision, Your Honor, that decision
14 is protected by Nevada's business judgment rule.

15 So if you order us to produce something, we'll do
16 it. We've slogged through everything. I would apologize to
17 the Court and to Counsel we ran into issues previously not
18 encountered with our vendor, we lost our earlier contact and
19 we ended up with somebody new, and it was a nightmare.

20 THE COURT: I'm sorry to hear that.

21 MR. FERRARIO: Well, it was not fun for anybody.

22 THE COURT: It's better than when the storage
23 company decided to destroy the documents in CityCenter.

24 MR. FERRARIO: That is true. It is better than
25 that. But it wasn't much better than that, because --

1 THE COURT: Ms. Hendricks remembers having to deal
2 with that, so --

3 MS. HENDRICKS: Yes.

4 MR. FERRARIO: So anyhow, if you want us to produce
5 anything, that's fine. Again, we've given them everything.
6 There's no mystery here. I've been candid with the Court from
7 the beginning as to how this happened, that it was -- and they
8 somehow think, oh, it's a litigation strategy. Him filing the
9 complaint is a litigation strategy whether he -- whether he --
10 what claims he puts in is a litigation strategy, okay. This
11 is something available under Nevada law. My client took
12 advantage of it, the decisions were ratified. And if you want
13 more discovery from us, we'll be happy to comply.

14 THE COURT: Is there anyone else who wants to speak
15 against the motion to compel?

16 MR. SEARCY: I think Mr. Ferrario has covered it.

17 THE COURT: Thank you.

18 Mr. Krum.

19 MR. KRUM: How much time?

20 THE LAW CLERK: You have 11 minutes.

21 MR. KRUM: Thanks very much.

22 THE COURT: For the rest of the motions.

23 MR. KRUM: Understood, Your Honor.

24 Your Honor, the December 29 minutes say that the so-
25 called ratification was based on NRS 78.140. The ratification

1 summary judgment is based on that statute, nothing else. So
2 the question you asked is the question that needs to be
3 answered. And the answer is no. 78.140 by its plain terms
4 applies only to contracts or transactions between the
5 corporation and a director or officer of the corporation. We
6 had lots of interesting discussions internally about the
7 history of this, because, of course, in Nevada there isn't
8 much history, whether it's this particular statute or any
9 other. But the reality is it's a means by which so-called
10 interested director transactions can avoid being voided or
11 voidable. Well, neither the, quote, "ratification" of the
12 terminate of plaintiff nor the, quote, "ratification" of the
13 compensation committee approval of the acceptance of Class A
14 nonvoting stock is consideration for the so-called 100,000-
15 share option are interested director transactions. And
16 there's certainly no transaction, nothing on the first one.
17 And the second one, it's an approval of a process, it's not
18 the, for example, issuance of a contract, it's not the
19 issuance of an option. It's just the approval. So, no. By
20 it's plain terms NRS 78.140 does not apply to the matters that
21 were purported ratified. If it did, which it doesn't, a
22 decision must be made -- pursuant to the statute it must be
23 made by independent directors acting in good faith. And the
24 evidence shows neither here. The evidence shows there are
25 material questions about their independence starting with the

1 use of company counsel to advise them to make a decision about
2 the directors whose conducts were ratified.

3 But beyond that, I mean, I was candidly, Your Honor
4 -- one of the other factors we cite in the brief is conflating
5 the company and the independent directors. And both Mr.
6 Bonner and Mr. Wrotniak did that.

7 So, now, let me be clear. Director independence is
8 relevant to whether they can invoke the business judgment
9 rule. The claims in this case are for breaches of fiduciary
10 duty, they're not for lacking independence. And the
11 independence is I think put at issue, and I'm going to repeat
12 myself and waste my precious time, so I won't do that, Your
13 Honor.

14 THE COURT: Thank you.

15 Do you have anything else?

16 So the motion for relief and the motion to compel
17 are both granted in part. The Court will conduct an in-camera
18 review after receiving updated Excel electronic privilege logs
19 to be delivered, both the documents and the electronic Excel
20 spreadsheet, Friday by 8:30 a.m.

21 For purposes of the pretrial motions as an
22 evidentiary sanction the Court will infer and make a
23 rebuttable presumption that the docs, if timely produced,
24 would support the plaintiff's position that the ratification
25 was a sham or fraudulent exercise.

1 If there are remaining issues after the pretrial
2 motions, Gould, Coddington, McEachern, Ellen Cotter, Margaret
3 Cotter, and Tompkins will appear for depositions not to exceed
4 an hour next week.

5 Okay. So we're going to take a short break before
6 we go to motion for summary judgment, which is the next item
7 on my agenda.

8 MS. HENDRICKS: Your Honor, can I get the specifics
9 on what you want on a privilege log again? I wasn't writing
10 fast enough. I want to make sure we get --

11 THE COURT: Do you want my little blurb that I send
12 out on every case?

13 MS. HENDRICKS: That would be great.

14 THE COURT: I sent it out in your case about three
15 years ago. I'll go get it now.

16 (Court recessed at 9:33 a.m., until 9:42 a.m.)

17 THE COURT: Ms. Hendricks, if you'd approach. I
18 printed this off an old CMO because I couldn't find the
19 CityCenter one. The CityCenter one I put it in a footnote,
20 but this one was on a whole page.

21 MR. FERRARIO: Your Honor, you were talking really
22 fast, and none of us know what you said, okay.

23 THE COURT: You want to hear the really important
24 part? Wait. Wait.

25 MR. FERRARIO: Yes.

1 THE COURT: Can I say that part that matters for the
2 rest of the morning?

3 MR. FERRARIO: Yes.

4 THE COURT: I'll say it slow. For purposes of
5 pretrial motions, i.e., what we're going to do now, as an
6 evidentiary sanction the Court will infer and make a
7 rebuttable presumption that the documents if timely produced
8 would support the plaintiff's position that the ratification
9 was a sham or fraudulent exercise.

10 MR. FERRARIO: So that would seem to at least -- it
11 impacts the motion filed by the directors --

12 THE COURT: It impacts the rest of what we're doing
13 this morning.

14 MR. FERRARIO: And I'll deal with that in our
15 motion, because I beg to differ. I don't think it impacts the
16 motion we filed at all. But if that's the case, then --

17 THE COURT: That's why I took a break, so you could
18 digest it. Do you need me to take another break so you can
19 digest it since I read it again?

20 MR. FERRARIO: I think I get it now. But you were
21 speaking really fast on who wanted deposed. So --

22 THE COURT: If remaining issues after the pretrial
23 motions, i.e., what we do today, Gould, Coddington, McEachern,
24 Ellen Cotter, Margaret Cotter, and Mr. Tompkins not to exceed
25 one hour.

1 MR. FERRARIO: Okay. That was what we didn't --

2 THE COURT: Isn't it nice I wrote it down so I would
3 be able to remember it.

4 MR. FERRARIO: And then -- all right. So we'll get
5 on scheduling that.

6 MS. HENDRICKS: And then, Your Honor, if I may, this
7 is helpful --

8 THE COURT: I said if issues remain after the
9 pretrial motions, because you may rebut the presumption and I
10 may grant your motion. So I'm not saying you can't.

11 MR. FERRARIO: That's pretty hard to when we have a
12 rebuttable presumption.

13 THE COURT: Do you want me to take a break for you
14 guys to communicate among yourselves, or are we ready?

15 MR. FERRARIO: No, I get where we're at. I mean,
16 I'm happy to go forward. I think I get where we're at.

17 THE COURT: All right.

18 MS. HENDRICKS: I do have a question on the
19 privilege log you want produced on Friday. I want to make
20 sure I understand correctly.

21 THE COURT: Every category that is identified on a
22 privilege log to be prepared, which is listed on the handout I
23 gave you, is required to be included.

24 MS. HENDRICKS: There have been multiple privilege
25 logs. So my understanding was the privilege logs related to

1 these specific issues. So we have --

2 THE COURT: That is correct.

3 MS. HENDRICKS: -- after May 2nd, and then there was
4 an earlier privilege log I think in February.

5 THE COURT: That related to these two meetings and
6 the ratification process.

7 MS. HENDRICKS: Okay. And we've produced most -- or
8 a good deal of those documents already to Mr. Krum in the last
9 couple weeks, so I'm just producing to you the documents that
10 remain on the privilege log that have not already been
11 provided to Mr. Krum.

12 THE COURT: Correct. For my in-camera review.

13 MR. KRUM: Well --

14 THE COURT: I need a hard copy of the document --
15 Mr. Krum, please be quiet.

16 I need a hard copy of the documents, I need an
17 electronic version of the privilege logs.

18 MS. HENDRICKS: Of the privilege logs.

19 THE COURT: I'm happy to take -- because, as you may
20 know from other cases, I will then mark and seal certain
21 documents that I've reviewed as part of my in-camera review so
22 you have a record in case you need to seek appellate review.
23 And Dulce will seal portions of that. Like the privilege log
24 won't be sealed, but the documents I review will be.

25 MS. HENDRICKS: Okay. I understand. We'll get on

1 it.

2 THE COURT: Mr. Searcy.

3 MR. SEARCY: Your Honor, I apologize. I have one
4 logistical question, as well. Will the Court be reviewing the
5 documents in camera and then the depositions will proceed
6 after the Court --

7 THE COURT: I have asked for the documents to be
8 delivered at 8:30 so I can get them done on Friday.

9 MR. SEARCY: Thank you, Your Honor.

10 THE COURT: Because I can't imagine it's more than I
11 reviewed last week. Or was it the week before?

12 MR. SEARCY: I believe it was the week before, Your
13 Honor.

14 THE COURT: Okay.

15 MR. KRUM: Your Honor, my question for the benefit
16 of everyone. Some documents have been produced, but they've
17 been redacted. I would assume that you wish to have them
18 provided to you in unredacted form.

19 THE COURT: The redacted version and the unredacted
20 version need to be provided to me. The redactions, if they
21 are redacted for something other than personal identifiers or
22 medical issues, I need to have the unredacted version. If
23 it's about someone besides Mr. Cotter's medical condition, I
24 don't really need to know about it. But otherwise I need the
25 redacted and unredacted document.

1 MS. HENDRICKS: Okay.

2 THE COURT: And Ms. Hendricks knows that, because
3 she's had to go through this a lot.

4 MS. HENDRICKS: I have. We'll get it to you on
5 Friday.

6 THE COURT: More than other people.

7 Okay. Anything else before I go to the motion for
8 summary judgment, which is my next agenda item up?

9 MR. KRUM: No, Your Honor.

10 THE COURT: Okay. Mr. Tayback.

11 MR. TAYBACK: Your Honor, in light of the last
12 order, and I know that allocation of time, I'm going to be
13 fairly concise.

14 THE COURT: Okay.

15 MR. TAYBACK: There are two points that I want to
16 make. The first one is revisit something that has been
17 discussed in the context of the other motions, which is the
18 idea that whether ratification under NRS 78.140 applies. That
19 whole proposition started because the plaintiff has pled his
20 case and alleged that the transactions as he described them
21 were in fact voidable or void because they were conducted by
22 interested directors. If that's the case and we are moving
23 that the claims that the plaintiff has asserted, if that's the
24 case, then ratification under this statute applies.

25 If that's not the case, then the question of the

1 disinterestedness of the directors of the three remaining
2 defendant directors really doesn't matter. But however you
3 slice it, the fact is the claims, such as they are, of his
4 termination, the estate's redemption of Class A stock for
5 Class B stock options, and the kind of related issues of the
6 hiring of Ellen Cotter, those have all been approved by
7 indisputedly [sic] a majority of independent directors.

8 Now, you've raised the issue of this rebuttable
9 presumption. And I certainly think --

10 THE COURT: It's an evidentiary sanction.

11 MR. TAYBACK: I understand. The evidence that we
12 have submitted is undisputed. The evidentiary sanction that
13 you're inferring or imposing from -- that indicates, I think
14 you said, that it would be a sham transaction --

15 THE COURT: His allegation in his pleading is sham
16 or fraudulent exercise.

17 MR. TAYBACK: -- is rebutted by the context of this
18 meeting, and the record is all in front of you, which is that
19 the board was provided with a board package in advance of the
20 meeting, each of the directors undisputedly testified that
21 they reviewed that, that they took advice of counsel, that
22 they based their decision upon their history and interactions
23 with the plaintiff over the course of their time on the board,
24 his temperament was ill suited, and, tellingly, by the fact
25 that the entire board was there, including the plaintiff, and

1 when the plaintiff was offered an opportunity to speak to each
2 of the two issues the plaintiff refused to say anything with
3 respect to either of the issues, with respect to any aspect of
4 them. He raised no issues, and in fact cast the only vote
5 against both of those ratification votes.

6 You can call it a sham, and if the evidentiary
7 sanction is to say that his allegation of it being a sham
8 would be true, there is no evidence that supports that. That
9 is to say, all the evidence rebuts that. And that is the
10 definition of a rebuttable presumption. If it's presumed it's
11 a sham, you have to look at the evidence. And the evident
12 undisputedly shows that this was an informed board, a majority
13 of whom have been determined to be disinterested, and in fact
14 they exercised their power under Nevada law to ratify these
15 two decisions. There is no contrary evidence. So the
16 presumption is rebutted.

17 THE COURT: Anything else?

18 MR. TAYBACK: Any questions?

19 THE COURT: Anybody else want to speak on favor of
20 this motion?

21 MR. FERRARIO: We're joining.

22 THE COURT: All right. Mr. Krum.

23 MR. KRUM: I'm sorry. How much time?

24 THE LAW CLERK: You have 8 minutes.

25 THE COURT: And you need to save some for the last

1 motion, which is the demand futility issue.

2 MR. KRUM: Understood, Your Honor. So I'll be
3 brief. Thanks.

4 So the moving party bears the burden with respect to
5 independence, and they've failed to do that.

6 The other point I haven't made yet is no one
7 purported to ratify the decision of the compensation committee
8 that the estate owned the 100,000-share option. And we
9 submitted evidence, all the Kane emails you've seen before
10 where he raised that as an issue at the time. So, as I said,
11 the independence is an issue raised by the motion. It doesn't
12 matter whether they acted as a special committee or not. And
13 I've already spoken to that issue. Thank you.

14 THE COURT: Okay. Anything else?

15 MR. TAYBACK: I would only say in support of my
16 argument that in fact the whole concept of the application of
17 the law of this case being governed by the idea that this was
18 a transaction governed by NRS such that it's susceptible to
19 ratification specifically under that code comes from his
20 second amended complaint at paragraph 53 where he seeks to
21 void it and claims that it's void precisely because it was an
22 interested transaction. If interestedness does not matter,
23 then, frankly, the stock option issue shouldn't be at issue in
24 this case, because Mr. -- Adam's independence is the only
25 basis upon which there was a material fact that prevented

1 summary judgment previously. If it doesn't matter that he was
2 interested because it wasn't a company transaction, the same
3 is true with the termination; it was approved by a majority of
4 independent directors at the time. And we're entitled to
5 summary judgment that way.

6 MR. FERRARIO: Your Honor, on --

7 THE COURT: Did anybody else want to say something
8 on this motion?

9 MR. TAYBACK: Page 53, not paragraph 53 of his
10 second complaint.

11 MR. FERRARIO: I would just ask the Court --

12 THE COURT: Did you have something you want to say?

13 MR. FERRARIO: Real quick, ask the Court how this is
14 a derivative claim on the 100,000-share option. Because --
15 and on the issue of whether it's the estate or the trust, what
16 we pointed out is Your Honor in the early parts of these
17 proceedings --

18 THE COURT: When we were doing injunctive relief
19 issues.

20 MR. FERRARIO: -- indicated that if it's in the
21 estate, that the executors control it. This option
22 indisputably was granted to Jim Cotter, Sr., and never put in
23 the trust. And do under the Court's directive that came down
24 in I think --

25 THE COURT: Three years ago.

1 MR. FERRARIO: -- yeah, August or September, the
2 executors went forward and exercised -- the only -- the only
3 possible harm that could result would be harm to the company
4 for the exchange of the A shares and B shares. He's provided
5 no evidence that that wasn't equivalent value. You could have
6 paid it with cash, or you could have paid it with stock. So
7 there's -- it's not a derivative claim, period. The option
8 either existed if -- taking his thing at the trust level or at
9 the estate level, either way it could be exercised. It's not
10 harm to the company. The company got value. That's what
11 missing here. And the fact that Mr. Kane may have raised a
12 question, who cares? He denies -- is he now saying Mr. Kane
13 shouldn't have raised the question? What's his complaint now?
14 Because originally it was the exchange of A shares for B
15 shares. It now has morphed in desperation to try to keep this
16 faux issue alive, when just go back, ask him what the harm is
17 to the company. See if he can articulate it.

18 THE COURT: Okay. Anything else, Mr. Krum?

19 MR. KRUM: Your Honor, I just want to reiterate this
20 ratification motion is predicated on NRS 78.140. So
21 everything we discussed before also is dispositive.

22 MR. FERRARIO: That's the transaction.

23 THE COURT: I know. I've been asking questions.

24 MR. KRUM: It's not. That's my point.

25 THE COURT: Wait. Don't fight with each other.

1 You're directing your arguments to me. I'm the one you've got
2 to convince.

3 Here the Court has taken into consideration the
4 inferences, the rebuttable presumption, as well as the
5 evidence that has been submitted along with the motions. The
6 typical practice is to have independent advisers provide
7 information to the board and/or special committees under NRS
8 78.138. While that is certainly a cleaner practice, it is
9 uncontested here that Greenberg Traurig, qualified and
10 experienced counsel, under 78.138(2)(b) gave legal advice to
11 the -- related to the ratification to the directors that the
12 Court had previously determined to be independent. The advice
13 given was protected by the attorney-client privilege based
14 upon the Wynn case -- it's the Wynn case, right -- the Wynn
15 case, and the Court must honor the ratification by those
16 independent directors and respect their business judgment
17 after their reliance upon Greenberg Traurig under NRS
18 78.138(2)(b).

19 As a result, that motion is granted.

20 Next? Is there anything left? Do I need to go to
21 demand futility?

22 MR. KRUM: Your Honor, our answer is yes. The Court
23 denied summary judgment motions, partial summary judgment
24 motions with respect to a host of subjects. The ratification
25 motion was directed at two. The Court also didn't rule on

1 motions that weren't brought with respect to matters such as
2 what I'll for shorthand call the attempted extortion of Mr.
3 Cotter to get him to settle personal issues with his sisters.

4 THE COURT: Those aren't derivative claims, though.
5 Those are direct claims.

6 MR. KRUM: Well, I don't know that that's correct,
7 Your Honor. But to the point for answering the question you
8 asked, I'm speaking of what hasn't been disposed of in the
9 case.

10 THE COURT: Right.

11 MR. KRUM: We filed a motion on that, Honor. And I
12 don't think any of us understood that to be the ruling on
13 December --

14 THE COURT: So I'm going to go away, and I want you
15 guys to look at your versions of the pleadings. And I'm going
16 to come back in a few minutes, and you're going to tell me
17 what remains.

18 MR. FERRARIO: Whether I even have to argue this
19 motion.

20 THE COURT: That is correct.

21 MR. FERRARIO: All right. Good.

22 THE COURT: Because I don't think that anything else
23 is left.

24 MR. FERRARIO: I don't think anything else is left.

25 THE COURT: But I've been wrong a lot lately.

1 (Court recessed at 9:57 a.m., until 10:20 a.m.)

2 THE COURT: Counsel, after you've had a chance to
3 check your pleadings, discuss it with your teams, what do you
4 believe is left?

5 MR. FERRARIO: Your Honor, first point, we would
6 submit the motion that the company filed regarding standing to
7 Your Honor for decision. I won't argue it.

8 THE COURT: It's moot. Unless there's something
9 left, it's moot.

10 MR. FERRARIO: Okay. That's going to be the Court's
11 ruling, fine. Then there is nothing --

12 THE COURT: Unless there's something left.

13 MR. FERRARIO: There's nothing left from Mr.
14 Tayback's perspective, my perspective, or the directors of the
15 company. There's nothing left.

16 THE COURT: Mr. Krum, do you think there's anything
17 left?

18 MR. KRUM: Your Honor, we think the same thing about
19 today's ruling as we thought about the rulings that you made
20 on December 11th. And there's no reason for us to take the
21 time of the parties and the time of the Court to do anything
22 other than pursue those on appeal, as we already have.

23 THE COURT: So at this point, Mr. Krum, if you would
24 prepare an order related to the motion for relief and motion
25 to compel.

1 And, Mr. Ferrario, if you will prepare -- and Mr.
2 Tayback, if you will prepare findings of fact and conclusions
3 of law related to your motions, I'll get them signed.

4 Does anybody want me to go ahead and do the in-
5 camera review related to the motion for relief and motion to
6 compel?

7 MR. KRUM: Well, the answer, I think it's -- Your
8 Honor, I think it's moot given what you're ruling.

9 THE COURT: Well, it is. But, you know.

10 MR. KRUM: I'm not going to ask -- the answer is,
11 sure I do. But I'm not going to ask Your Honor to do that.

12 THE COURT: Okay.

13 MR. KRUM: Nothing will come of it.

14 THE COURT: So I'll do a review, I'll do a note, but
15 it won't have any impact on any future events unless the case
16 returns.

17 MR. KRUM: Right. That's what I understood the
18 circumstances would be, and for that reason I'm not going to
19 ask you to do that.

20 THE COURT: Okay. So, Ms. Hendricks, you're off the
21 hook.

22 MS. HENDRICKS: Thank you, Your Honor.

23 THE COURT: But please keep that list.

24 MS. HENDRICKS: I might keep that in a very safe
25 place for next time.

1 THE COURT: Well, I try to put it in a footnote in
2 all the case management orders because people --

3 MS. HENDRICKS: I remember it in the CityCenter
4 case, but it's just been a little while.

5 THE COURT: Okay.

6 MR. FERRARIO: Thank you, Your Honor.

7 MR. TAYBACK: Thank you.

8 MR. KRUM: Thank you.

9 THE COURT: The trial date's vacated.

10 MR. FERRARIO: Thank you.

11 THE COURT: All future dates are vacated, and the
12 sealing motions are granted.

13 Don't yell at me anymore, Mr. Ferrario.

14 MR. FERRARIO: I didn't yell at you a lot. How
15 quickly -- you're now Judge Ochoa.

16 THE PROCEEDINGS CONCLUDED AT 10:22 A.M.

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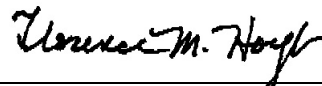
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

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FLORENCE M. HOYT, TRANSCRIBER

6/19/18

DATE

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20 DISTRICT COURT
21 CLARK COUNTY, NEVADA

22 JAMES J. COTTER, JR.,) Case No. A-15-719860-B
23 derivatively on behalf of Reading) Dept. No. XI
24 International, Inc.,)
25 Plaintiff,) Coordinated with:
26 v.)
27) Case No. P-14-0824-42-E
28 MARGARET COTTER, ELLEN) Dept. No. XI
COTTER, GUY ADAMS,)
EDWARD KANE, DOUGLAS) Jointly Administered
McEACHERN, WILLIAM)
GOULD, JUDY CODDING,) **ORDER GRANTING IN PART**
MICHAEL WROTHIAK,) **MOTION TO COMPEL AND**
Defendants.) **MOTION FOR RELIEF**
And)
READING INTERNATIONAL,) **Date of Hearing: June 19, 2017**
INC., a Nevada corporation,) **Time of Hearing: 8:30 a.m.**
Nominal Defendant.)

07-10-18P03:25 RCVD

1 This matter came before the Court on June 19, 2016 for hearing
2 on plaintiff's (i) Motion for Relief Based on Noncompliance with the
3 Court's May 2, 2018 Rulings (the "Motion for Relief") and (ii) Motion to
4 Compel (the "Motion to Compel"). Mark G. Krum and Akke Levin
5 appeared for plaintiff James J. Cotter Jr.; Christopher Tayback, Marshall M.
6 Searcy and Kevin M. Johnson appeared for defendants Ellen Cotter,
7 Margaret Cotter and Guy Adams, and for former defendants Doug
8 McEachern, Judy Coddington, Michael Wrotniak and Edward Kane; Mark E.
9 Ferrario and Kara B. Hendricks appeared for nominal defendant Reading
10 International, Inc. ("RDI"); Shoshana E. Bannett and Carolyn K. Renner
11 appeared for former defendant William Gould.

12 The Court, having considered the papers filed in support of and
13 in opposition to both the Motion for Relief and the Motion to Compel,
14 having heard oral argument with respect to both, and for good cause
15 appearing:

16 IT IS HEREBY ORDERED the Motion for Relief and the
17 Motion to Compel each are GRANTED IN PART. In particular, the Court
18 will conduct an *in camera* review of documents withheld based on claims of
19 attorney-client privilege, the attorney work product or both. Updated
20 privilege logs in electronic, Excel format as well as the documents to be
21 reviewed, in hard copy, are to be delivered to Chambers within five
22 business days of entry of this order. For the purposes of the pretrial
23 motions, as an evidentiary sanction, the Court will infer and make a
24 rebuttable presumption that the documents if timely produced would
25 support plaintiff's position that the ratification was a sham or fraudulent
26 exercise. If there are remaining issues after the pretrial motions, Mr.
27 Gould, Ms. Coddington, Mr. McEachern, Ellen Cotter, Margaret Cotter and
28 ///


1 RDI employee Mr. Craig Tompkins will appear for depositions for a period
2 not to exceed one hour each, next week.

3
4 DATED this 11 day of July, 2018.

5
6 
7 THE HONORABLE ELIZABETH GONZALEZ
8 DISTRICT COURT JUDGE 

9 Submitted by:

10 Morris Law Group

11 By: 

12 Steve Morris, Bar No. 1543
13 Akke Levin, Bar No. 9102
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ORDER

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Attorneys for Plaintiff
James J. Cotter, Jr.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants.

And

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

) Case No. A-15-719860-B
) Dept. No. XI
)
) Coordinated with:
)
) Case No. P-14-0824-42-E
) Dept. No. XI
)
) Jointly Administered
)
) **ORDER GRANTING IN PART**
) **PLAINTIFF'S MOTION FOR**
) **OMNIBUS RELIEF AND**
) **MOTION TO COMPEL**
) **PRODUCTION OF**
) **DOCUMENTS AND PRIVILEGE**
) **LOG**

1 THIS MATTER CAME BEFORE THE COURT on the Motion for
2 Omnibus Relief and the Motion to Compel Production of Documents and
3 Privilege Log of plaintiff James J. Cotter, Jr. ("Plaintiff").

4 The Court, having considered the papers filed in support and in
5 opposition to both the Motion for Omnibus Relief and Motion to Compel,
6 and having heard oral argument with respect to both on April 30, 2018, and
7 having conducted an evidentiary hearing on May 2, 2018 with respect to
8 both:

9 IT IS HEREBY ORDERED that the Motion for Omnibus Relief
10 and the Motion to Compel are each GRANTED IN PART. In particular,
11 Judy Coddington, Douglas McEachern, William Gould, Ed Kane, Michael
12 Wrotniak, and nominal defendant Reading International, Inc. each are
13 ordered to produce all documents which relate to (i) the December 21, 2017
14 meeting of the "Special Independent Committee" of the Reading
15 International, Inc. board of directors, whether the scheduling, holding or
16 content of that meeting or the minutes of that meeting; (ii) exhibit P-1 from
17 the May 2, 2018 evidentiary hearing (a December 27, 2017 email), whether its
18 subject matter, preparation, drafting, circulation and/or how it would be
19 added to or included in the agenda for the December 29, 2017 meeting of the
20 board of directors of Reading International, Inc., and (iii) any discussion of
21 the subject of ratification, not limited by time. Any responsive documents
22 for which a privilege is asserted are to be logged in a privilege log.

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1 Following review of that information, the Court will determine if additional
2 depositions are necessary.

3 DATED this 11 day of July, 2018

4
5 
6 THE HONORABLE ELIZABETH GONZALES
7 DISTRICT COURT JUDGE *cl*

8 Submitted by:

9 Morris Law Group

10 By: 
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1 FFCL

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4 EIGHTH JUDICIAL DISTRICT COURT

5 CLARK COUNTY, NEVADA

6 JAMES J. COTTER, JR. individually and
7 derivatively on behalf of Reading
8 International, Inc.,

9 Plaintiff,

10 v.

MARGARET COTTER, *et al.*,
Defendants.

11 AND

12 READING INTERNATIONAL, INC., a Nevada
13 corporation,

14 Nominal Defendant.

Case No.: A-15-719860-B

Dept. No.: XI

Case No.: P-14-082942-E

Dept. No.: XI

Related and Coordinated Cases

BUSINESS COURT

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Date of Hearing: June 19, 2018

15
16 This matter having come before the Court on June 19, 2018, Defendants Margaret Cotter,
17 Ellen Cotter, and Guy Adams Motion for Summary Judgment and Defendant Reading
18 International, Inc.'s Motion to Dismiss Pursuant to NRCP 12(b)(2), or in the alternative, NRCP
19 12(b)(5) for Lack of Standing, Plaintiff James J. Cotter, Jr. appearing by and through his counsel
20 Mark G. Krum, Esq. of the law firm of Yurko, Salvese & Remz and Akke Levin, Esq. of the
21 Morris Law Group; Defendants Margaret Cotter, Ellen Cotter, and Guy Adams by and through
22 their counsel of record, Kevin M. Johnson, Esq. of the law firm of
23 Cohen|Johnson|Parker|Edwards and Marshall M. Searcy, Esq. and Christopher Tayback, Esq. of
24 the law firm of Quinn Emanuel Urquhart & Sullivan, LLP; Dismissed Defendant William Gould
25 by and through Shoshana Barnett, Esq. of the law firm of Bird, Marella, Boxer, Wolpert,
26 Nessim, Dooks, Lincenberg & Rhow, P.C.; and Defendant Reading International, Inc. appearing
27 by and through Mark E. Ferrario, Esq. and Kara B. Hendricks, Esq. of the law firm of Greenberg
28

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CLERK OF THE COURT

1 Traurig, the Court having read and considered the pleadings filed by the parties; having
2 considered the oral and written arguments of counsel, and with the intent of rendering a decision
3 on all remaining claims before the Court, pursuant to NRCP 56; the Court makes the following
4 findings of fact and conclusions of law:

5 **FINDINGS OF FACT**

6 1. On September 2, 2016, Plaintiff James J. Cotter, Jr. filed his Second Amended
7 Complaint, which asserted derivative claims for breach of the duty of care (Count I), breach of
8 the duty of loyalty (Count II), breach of the duty of disclosure (Count III), and aiding and
9 abetting breaches of fiduciary duty (Count IV). Plaintiff asserted Counts I-III against Margaret
10 Cotter, Ellen Cotter, Guy Adams, Edward Kane, Douglas McEachern, William Gould, Judy
11 Coddington, and Michael Wrotniak (collectively, the "Original Defendants"), each of whom
12 currently serve as directors of Reading International, Inc. ("RDI" or the "Company"). Plaintiff
13 asserted Count IV against only Margaret and Ellen Cotter.

14 2. Nominal Defendant RDI is a Nevada corporation headquartered in Los Angeles,
15 California, and publicly traded on the NASDAQ Stock Exchange.

16 3. Plaintiff James Cotter, Jr. ("Plaintiff") is an RDI stockholder and currently serves
17 as a director on RDI's Board of Directors (the "Board"). On June 1, 2013, Plaintiff was
18 appointed President of RDI. On August 7, 2014, Plaintiff was appointed CEO by RDI's Board.
19 On June 12, 2015, the RDI Board voted to terminate Plaintiff as the Company's President and
20 CEO a 5-2 vote. Directors Kane, McEachern, Adams, Ellen Cotter, and Margaret Cotter voted in
21 favor of Plaintiff's termination, directors Gould and Timothy Storey (a non-party to this
22 litigation) voted against terminating Plaintiff at that time, and Plaintiff abstained from the
23 termination vote.

24 4. Storey left RDI's Board in October 2015. Coddington and Wrotniak joined RDI's
25 Board as directors on October 5, 2015 and October 12, 2015, respectively.
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1 5. Ellen Cotter and Margaret Cotter, as two of three trustees of a trust established by
2 their deceased father, James J. Cotter, Sr., and as co-executors of the estate of James J. Cotter
3 Sr., control in excess of 50% of the class B voting stock of RDI.

4 6. Following various motions for partial summary judgment brought by Kane,
5 McEachern, Coddington, Adams, Ellen Cotter, Margaret Cotter, and Wrotniak, as well as a separate
6 motion for summary judgment filed by Gould, the Court determined at a hearing held on
7 December 11, 2017 that there were no genuine issues of fact related to the disinterestedness
8 and/or independence of directors Kane, McEachern, Coddington, Wrotniak, and Gould (the
9 "Dismissed Defendants" or the "Independent Directors"), and granted summary judgment in
10 their favor. The Court determined that there were genuine issues of material fact related to the
11 disinterestedness and/or independence of directors Guy Adams, Ellen Cotter, and Margaret
12 Cotter (the "Remaining Defendants"), and denied summary judgment. The Court entered its
13 summary judgment ruling pursuant to a written order dated December 28, 2017.
14

15 7. On January 4, 2018, the Court certified as final under NRCP 54(b) the portion of
16 the Court's December 28, 2017 order granting summary judgment to the Dismissed Defendants
17 with respect to all of Plaintiff's claims asserted against them.

18 8. As a result of the Court's December 11, 2017 ruling and December 28, 2017
19 order, all of the corporate actions alleged by Plaintiff in his Second Amended Complaint to be
20 actionable breaches of fiduciary duty were approved by a majority of disinterested, independent
21 directors, except for two: (1) Plaintiff's June 12, 2015 termination as President and CEO of RDI;
22 and (2) the September 21, 2015 decision by directors Kane and Adams, as two of three members
23 of RDI's Compensation and Stock Options Committee (the "Compensation Committee"), to
24 approve the exercise of an option to purchase 100,000 shares of Class B voting stock in RDI held
25 by the Estate of James J. Cotter, Sr.

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27 ...

1 9. On December 29, 2017, the RDI Board convened a special telephonic meeting for
2 which the agenda included the proposed ratification of (1) Plaintiff's June 12, 2015 termination
3 as President and CEO of RDI; and (2) the September 21, 2015 decision by directors Kane and
4 Adams, as two of three members of RDI's Compensation Committee, to approve the use of Class
5 A Stock to pay for the exercise of an option to purchase 100,000 shares of Class B voting stock
6 in RDI held by the Estate of James J. Cotter, Sr. (collectively, the "Remaining Challenged
7 Decisions"). In advance of this meeting, all members of the Board were provided with
8 documents to review, which included copies of the minutes from the Board meetings held on
9 May 21, 2015, May 29, 2015, and June 12, 2015, which concerned Plaintiff's termination, as
10 well as other materials for consideration in connection with any ratification of the Remaining
11 Challenged Decisions.
12

13 10. Lawyers from Greenberg Traurig, counsel for RDI, provided advice relating to
14 ratification of the Remaining Challenged Decisions to members of the RDI Board. Among other
15 things, Greenberg Traurig lawyers participated in (i) a December 21, 2017 meeting of the Special
16 Independent Committee of RDI's Board (the "SIC"), the members of which were directors
17 Gould, McEachern and Coddington, and (ii) the December 29, 2017 special meeting. Pursuant to
18 NRS 78.138(2)(b), the Greenberg Traurig lawyers provided legal advice to the RDI Board
19 relating to the scope of NRS 78.140, as well as legal advice regarding the Board's fiduciary
20 duties under Nevada law, including the duties of due care and loyalty.

21 11. Director Gould, the Company's Lead Independent Director, summarized the first
22 issue for consideration: ratification of the actions taken by the Board relating to the termination
23 of Plaintiff as President and CEO of RDI.

24 12. In addition to their review of the Board materials provided, Independent Directors
25 Coddington and Wrotniak, who were not members of the RDI Board at the time of Plaintiff's
26 termination, stated that they were drawing on their "extensive knowledge about the Board's
27
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1 reasons for the termination of Mr. Cotter, Jr.," including their observations of Plaintiff's
2 "behavior and demeanor in Board meetings" since each joined the Board over two years ago.

3 13. Director Coddington expressed her view that Plaintiff "did not possess the
4 knowledge, experience, ability, temperament or demeanor to be chief executive officer of the
5 Company," an opinion with which Mr. Wrotniak concurred.

6 14. Members of the Board also discussed the materials that had been provided to
7 them in advance of the meeting.

8 15. Director McEachern then made a motion, seconded by Director Coddington, as
9 follows:

10 BE IT HEREBY RESOLVED that the Board ratifies the actions taken by
11 the Company's board members relating to the termination of James J.
12 Cotter, Jr. as President and CEO as such actions are outlined in the
minutes of the Board meetings held on May 21, 2015, May 29, 2015 and
June 12, 2015.

13 16. After an opportunity for further discussion, the proposed resolution was adopted
14 by a 5-1 vote. Directors Coddington, Gould, Kane, McEachern, and Wrotniak voted in favor of the
15 resolution, with Plaintiff casting the sole vote in opposition. The Remaining Defendants—Ellen
16 Cotter, Margaret Cotter and Guy Adams—abstained from the vote.

17 17. Director Gould then introduced the second issue for consideration: ratification of
18 the 2-0 September 21, 2015 decision by RDI's Compensation Committee (with members Adams
19 and Kane voting in favor) to permit the Estate of James J. Cotter, Sr. to use Class A non-voting
20 stock as the means of payment (as opposed to cash) for the exercise of an option to purchase
21 100,000 shares of Class B voting stock in RDI.

22 18. Counsel for RDI summarized the information regarding the matter considered by
23 the Compensation Committee in 2015, including the fact that acceptance of stock was within the
24 discretion of the Compensation Committee as Administrators of the 1999 Stock Option Plan
25 under which the stock option was granted.

1 19. Members of the Board then generally expressed their awareness of the
2 information as well as their review of the Board materials and Compensation Committee
3 minutes, and opened the floor up for discussion.

4 20. The Board noted, among other things, that the Compensation Committee had
5 discretion under the 1999 Stock Option Plan to allow the use of Class A Shares to exercise
6 options to acquire Class B Stock, that the Company was at the time buying in its Class A Shares
7 under its stock repurchase plan, and that the market price of Class A shares has significantly
8 increased since the date of the transaction.

9 21. A motion was made by Director McEachern and seconded by Director Wrotniak,
10 as follows:

11 BE IT HEREBY RESOLVED that the Board ratifies the decision of the
12 Compensation Committee of the Company, as outlined in the minutes of
13 its September 21, 2015 meeting, to permit the Estate of James J. Cotter,
14 Sr. to use Class A non-voting stock as the means of payment for the
15 exercise of an option to purchase 100,000 shares of Class B voting stock
16 of the Company.

17 22. The proposed resolution was then adopted by a 5-1 vote. Directors Coddington,
18 Gould, Kane, McEachern, and Wrotniak voted in favor of the resolution, with Plaintiff casting
19 the sole vote in opposition. The Remaining Defendants—Ellen Cotter, Margaret Cotter and Guy
20 Adams—abstained from the vote.

21 23. The Board then moved, without objection, that its resolutions include the
22 “authorization to take such other actions as may be necessary to accomplish the matters approved
23 herein.”

24 24. After denying without prejudice the Remaining Defendants’ prior motion for
25 summary judgment based on ratification of the Remaining Challenged Decisions at the
26 December 29, 2017 RDI Board meeting, the Court in January 2018 allowed discovery with
27 respect thereto. On May 2, 2018, following an evidentiary hearing, the Court granted a motion
28 filed by Plaintiff to compel RDI and the Dismissed Defendants to produce and/or list on
privilege logs all documents relating to (i) the December 21, 2017 meeting of the SIC, during
which potential ratification of the Remaining Challenged Decisions was discussed; (ii) a

1 December 27, 2017 email sent by Gould on behalf of the Independent Directors requesting that
2 ratification of the Remaining Challenged Decisions be added to the agenda for the December 29,
3 2017 meeting; and (iii) the subject of ratification, not limited by time.

4 25. On June 1, 2018, the Remaining Defendants filed a motion seeking summary
5 judgment in their favor (the "Motion for Summary Judgment"). The Remaining Defendants
6 argued, *inter alia*, that the Remaining Challenged Decisions had been properly ratified by a
7 majority of disinterested, independent directors pursuant to NRS 78.140.

8 26. Plaintiff filed a Motion to Compel and a Motion for Relief, in which he argued
9 that RDI, the Dismissed Directors and the Remaining Defendants had not fully complied with
10 the Court's May 2, 2018 rulings. Plaintiff's motions sought relief in the form of, *inter alia*, the
11 provision of revised privilege logs, *in camera* inspection by the Court of certain documents, the
12 production of additional documents, renewed depositions of certain previously-deposed
13 individuals, delay of the scheduled July 9, 2018 trial on Plaintiff's claims against the Remaining
14 Defendants, and the preclusion of any ratification defense by the Remaining Defendants.

15 27. On June 19, 2018, the Court held a hearing on Plaintiff's Motion to Compel and
16 Motion for Relief, as well as the Remaining Defendants' Motion for Summary Judgment. The
17 Court first heard argument on Plaintiff's motions, which is granted in part.¹ For purposes of any
18 pretrial motions, as an evidentiary sanction, the Court infers and makes a rebuttable presumption
19 that the documents at issue, if timely produced, would support Plaintiff's position that the
20 ratification was a sham or fraudulent exercise.

21 28. The Court then heard argument on the Remaining Defendants' Motion for
22 Summary Judgment. For the reasons outlined at the June 19, 2018 hearing and as set forth
23 below, the Court grants the Remaining Defendants' Motion for Summary Judgment.

24 29. After consideration of the evidence presented by the parties in response the
25 Remaining Defendants' Motion for Summary Judgment, the Court concludes that such evidence

26
27 ¹ The order related to those motions was filed on July 12, 2018.
28

1 is sufficient to overcome the inferences and rebuttable presumption that the ratification process
2 was a sham or fraudulent exercise.

3 30. The Court finds all of the requirements for the application of NRS 78.140, and the
4 business judgment rule, are met with respect to the RDI Board's actions ratifying Plaintiff's
5 termination and the approval of using Class A stock for the contested option exercise (the
6 Remaining Challenged Decisions).

7 31. The RDI Board ratified each of the remaining challenged transactions, with the
8 five affirmative votes being those directors whose disinterestedness and independence the Court
9 had previously determined in its December 11, 2017 ruling and December 28, 2017 order.

10 32. The December 29, 2017 ratification vote was "in good faith," as required by NRS
11 78.140(2)(a). The directors who were not present at the time these matters were initially
12 decided—directors Wrotniak and Coddington—reasonably informed themselves of the relative
13 merits of the decisions, including by reviewing contemporaneous materials and drawing on their
14 personal knowledge gleaned in their two years of Board service; corporate counsel was present
15 and advised the entire Board of its fiduciary duties under Nevada law, as well as the history of
16 each decision; no ratifying director had a personal stake in the derivative litigation brought by
17 Plaintiff or in the particular transaction ratified; and discussion and debate occurred prior to the
18 final votes, with all directors—including Plaintiff—afforded the chance to ask questions or make
19 comments.

20 33. With respect to the Remaining Challenged Decisions and the RDI Board's
21 subsequent ratification of them, all of the preconditions necessary for a "valid interested director
22 transaction" under NRS 78.140(2)(a) are present.

23 34. The independent majority of RDI's Board who voted in favor of ratification of the
24 Remaining Challenged Decisions on December 29, 2017 had a rational business purpose for
25 doing so and exercised their good faith business judgment.

26 35. The Court also takes into consideration that RDI's Independent Directors engaged
27 the Company's counsel, Greenberg Traurig, which provided legal advice regarding ratification.
28 While it would have been better practice for the Independent Directors to have engaged

1 independent advisers to provide information to the Board and/or any special committees under
2 NRS 78.138, it is uncontested that Greenberg Traurig is qualified and experienced.

3 36. Any finding of fact stated above that is more appropriately deemed a conclusion
4 of law shall be deemed so.

5 CONCLUSIONS OF LAW

6 37. The business judgment rule is a “presumption that in making a business decision
7 the directors of a corporation acted on an informed basis, in good faith and in the honest belief
8 that the action taken was in the best interests of the company.” *Shoen v. SAC Holding Corp.*, 122
9 Nev. 621, 632, 137 P.3d 1171, 1178-79 (2006).

10 38. “The business judgment rule does not only protect individual directors from
11 personal liability, rather, it expresses a sensible policy of judicial noninterference with business
12 decisions and is designed to limit judicial involvement in business decision-making so long as a
13 minimum level of care is exercised in arriving at the decision.” *Wynn Resorts, Ltd. v. Eighth
14 Judicial Dist. Court in & for Cnty. of Clark*, 399 P.3d 334, 342 (Nev. 2017).

15 39. Nevada Revised Statute 78.140 provides that a “contract or other transaction is
16 not void or voidable solely because” it is between a Nevada “corporation and [o]ne or more of its
17 director or officers[,]” or because an interested or non-independent director “is present during a
18 meeting of the board of directors or a committee thereof which authorizes or approves the
19 contract or transaction,” or the votes of an interested director are counted for the purpose of
20 authorizing or approving the contract or transaction, if “[t]he fact of the common directorship,
21 office or financial interest is known to the board of directors or committee, and the directors or
22 members of the committee, other than any common or interested directors or members of the
23 committee, approve or ratify the contract or transaction in good faith.” NRS 78.140(2)(a).

24 40. Citing NRS 78.140, the Nevada Supreme Court has made clear that the business
25 judgment rule applies “in the context of valid interested director action, or the valid exercise of
26 business judgment by disinterested directors in light of their fiduciary duties.” *Shoen*, 122 Nev.
27 at 636, 137 P.3d at 1181.
28

41. Nevada Revised Statute 78.138(b)(2) provides that, “[i]n exercising their respective powers, directors and officers may, and are entitled to, rely on information, opinions, reports, books of account or statements, including financial statements and other financial data, that are prepared or presented by . . . [c]ounsel . . . as to matters reasonably believed to be within the preparer’s or presenter’s professional or expert competence.” Here, the Court finds that RDI’s Board, including the Independent Directors, were entitled to rely upon Greenberg Traurig’s advice in making their decisions to ratify the Challenged Remaining Decisions.

42. The substance of the advice provided by Greenberg Traurig to RDI's Board and its Independent Directors is protected by the attorney-client privilege and may not be considered by the Court. *See Wynn*, 399 P.3d at 341-42.

43. As the Remaining Challenged Decisions were ratified by a majority of independent, disinterested directors, the Court grants the Remaining Defendants' Motion for Summary Judgment.

44. Any conclusion of law stated above that is more appropriately deemed a finding of fact shall be so deemed.

ORDER

Based upon the forgoing, the Court grants the Remaining Defendants' Motion for Summary Judgment. Judgment is entered in favor of Defendants Ellen Cotter, Margaret Cotter, and Guy Adams on all claims asserted by Plaintiff.

Due to the fact that the Court's ruling moots RDI's Motion to Dismiss Pursuant to NRCP 12(b)(2), or in the Alternative, NRCP 12(b)(5) for Lack of Standing, the Court further denies without prejudice RDI's Motion to Dismiss.

As here are pending issues remaining in the probate matter, the cases are ordered deconsolidated.

Dated this 8 day of August 2018.

Elizabeth Gonzalez, District Court Judge

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Certificate of Service

I hereby certify that on or about the date filed, this document was Electronically
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

MARGARET COTTER, *et al.*,
Defendants.

AND

READING INTERNATIONAL, INC., a Nevada
corporation,

Nominal Defendant.

Case No.: A-15-719860-B

Dept. No.: XI

BUSINESS COURT

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW**

1 **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW**

2 NOTICE IS HEREBY GIVEN that the Findings of Fact and Conclusions of Law were
3 entered in the above-captioned case on the 8th day of August, 2018, a copy of which is attached
4 hereto.

5 Dated: August 16, 2018

6 **COHEN|JOHNSON|PARKER|EDWARDS**

7
8 By: /s/ H. Stan Johnson

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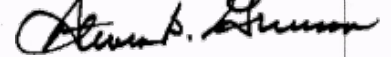
27 *Attorneys for Defendants Margaret Cotter, Ellen
28 Cotter, and Guy Adams*

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CERTIFICATE OF SERVICE

I hereby certify that, on August 16, 2018, I caused a true and correct copy of the foregoing
NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW to be
served on all interested parties, as registered with the Court's E-Filing and E-Service System.

/s/ Sarah Gondek
An employee of Cohen|Johnson|Parker|Edwards



1 FFCL

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3
4 EIGHTH JUDICIAL DISTRICT COURT

5 CLARK COUNTY, NEVADA

6 JAMES J. COTTER, JR. individually and
7 derivatively on behalf of Reading
8 International, Inc.,

9 Plaintiff,

10 v.

11 MARGARET COTTER, *et al.*,
12 Defendants.

13 AND

14 READING INTERNATIONAL, INC., a Nevada
15 corporation,

16 Nominal Defendant.

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

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

Related and Coordinated Cases

BUSINESS COURT

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Date of Hearing: June 19, 2018

16 This matter having come before the Court on June 19, 2018, Defendants Margaret Cotter,
17 Ellen Cotter, and Guy Adams Motion for Summary Judgment and Defendant Reading
18 International, Inc.'s Motion to Dismiss Pursuant to NRCP 12(b)(2), or in the alternative, NRCP
19 12(b)(5) for Lack of Standing, Plaintiff James J. Cotter, Jr. appearing by and through his counsel
20 Mark G. Krum, Esq. of the law firm of Yurko, Salvese & Remz and Akke Levin, Esq. of the
21 Morris Law Group; Defendants Margaret Cotter, Ellen Cotter, and Guy Adams by and through
22 their counsel of record, Kevin M. Johnson, Esq. of the law firm of
23 Cohen|Johnson|Parker|Edwards and Marshall M. Searcy, Esq. and Christopher Tayback, Esq. of
24 the law firm of Quinn Emanuel Urquhart & Sullivan, LLP; Dismissed Defendant William Gould
25 by and through Shoshana Bannett, Esq. of the law firm of Bird, Marella, Boxer, Wolpert,
26 Nessim, Dooks, Lincenberg & Rhow, P.C.; and Defendant Reading International, Inc. appearing
27 by and through Mark E. Ferrario, Esq. and Kara B. Hendricks, Esq. of the law firm of Greenberg
28

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CLERK OF THE COURT

1 Traurig, the Court having read and considered the pleadings filed by the parties; having
2 considered the oral and written arguments of counsel, and with the intent of rendering a decision
3 on all remaining claims before the Court, pursuant to NRCP 56; the Court makes the following
4 findings of fact and conclusions of law:

5 **FINDINGS OF FACT**

6 1. On September 2, 2016, Plaintiff James J. Cotter, Jr. filed his Second Amended
7 Complaint, which asserted derivative claims for breach of the duty of care (Count I), breach of
8 the duty of loyalty (Count II), breach of the duty of disclosure (Count III), and aiding and
9 abetting breaches of fiduciary duty (Count IV). Plaintiff asserted Counts I-III against Margaret
10 Cotter, Ellen Cotter, Guy Adams, Edward Kane, Douglas McEachern, William Gould, Judy
11 Coddington, and Michael Wrotniak (collectively, the "Original Defendants"), each of whom
12 currently serve as directors of Reading International, Inc. ("RDI" or the "Company"). Plaintiff
13 asserted Count IV against only Margaret and Ellen Cotter.

14 2. Nominal Defendant RDI is a Nevada corporation headquartered in Los Angeles,
15 California, and publicly traded on the NASDAQ Stock Exchange.

16 3. Plaintiff James Cotter, Jr. ("Plaintiff") is an RDI stockholder and currently serves
17 as a director on RDI's Board of Directors (the "Board"). On June 1, 2013, Plaintiff was
18 appointed President of RDI. On August 7, 2014, Plaintiff was appointed CEO by RDI's Board.
19 On June 12, 2015, the RDI Board voted to terminate Plaintiff as the Company's President and
20 CEO a 5-2 vote. Directors Kane, McEachern, Adams, Ellen Cotter, and Margaret Cotter voted in
21 favor of Plaintiff's termination, directors Gould and Timothy Storey (a non-party to this
22 litigation) voted against terminating Plaintiff at that time, and Plaintiff abstained from the
23 termination vote.

24 4. Storey left RDI's Board in October 2015. Coddington and Wrotniak joined RDI's
25 Board as directors on October 5, 2015 and October 12, 2015, respectively.

1 5. Ellen Cotter and Margaret Cotter, as two of three trustees of a trust established by
2 their deceased father, James J. Cotter, Sr., and as co-executors of the estate of James J. Cotter
3 Sr., control in excess of 50% of the class B voting stock of RDI.

4 6. Following various motions for partial summary judgment brought by Kane,
5 McEachern, Coddington, Adams, Ellen Cotter, Margaret Cotter, and Wrotniak, as well as a separate
6 motion for summary judgment filed by Gould, the Court determined at a hearing held on
7 December 11, 2017 that there were no genuine issues of fact related to the disinterestedness
8 and/or independence of directors Kane, McEachern, Coddington, Wrotniak, and Gould (the
9 “Dismissed Defendants” or the “Independent Directors”), and granted summary judgment in
10 their favor. The Court determined that there were genuine issues of material fact related to the
11 disinterestedness and/or independence of directors Guy Adams, Ellen Cotter, and Margaret
12 Cotter (the “Remaining Defendants”), and denied summary judgment. The Court entered its
13 summary judgment ruling pursuant to a written order dated December 28, 2017.
14

15 7. On January 4, 2018, the Court certified as final under NRCP 54(b) the portion of
16 the Court's December 28, 2017 order granting summary judgment to the Dismissed Defendants
17 with respect to all of Plaintiff's claims asserted against them.

18 8. As a result of the Court's December 11, 2017 ruling and December 28, 2017
19 order, all of the corporate actions alleged by Plaintiff in his Second Amended Complaint to be
20 actionable breaches of fiduciary duty were approved by a majority of disinterested, independent
21 directors, except for two: (1) Plaintiff's June 12, 2015 termination as President and CEO of RDI;
22 and (2) the September 21, 2015 decision by directors Kane and Adams, as two of three members
23 of RDI's Compensation and Stock Options Committee (the “Compensation Committee”), to
24 approve the exercise of an option to purchase 100,000 shares of Class B voting stock in RDI held
25 by the Estate of James J. Cotter, Sr.

26 ...

27 ...

1 9. On December 29, 2017, the RDI Board convened a special telephonic meeting for
2 which the agenda included the proposed ratification of (1) Plaintiff's June 12, 2015 termination
3 as President and CEO of RDI; and (2) the September 21, 2015 decision by directors Kane and
4 Adams, as two of three members of RDI's Compensation Committee, to approve the use of Class
5 A Stock to pay for the exercise of an option to purchase 100,000 shares of Class B voting stock
6 in RDI held by the Estate of James J. Cotter, Sr. (collectively, the "Remaining Challenged
7 Decisions"). In advance of this meeting, all members of the Board were provided with
8 documents to review, which included copies of the minutes from the Board meetings held on
9 May 21, 2015, May 29, 2015, and June 12, 2015, which concerned Plaintiff's termination, as
10 well as other materials for consideration in connection with any ratification of the Remaining
11 Challenged Decisions.
12

13 10. Lawyers from Greenberg Traurig, counsel for RDI, provided advice relating to
14 ratification of the Remaining Challenged Decisions to members of the RDI Board. Among other
15 things, Greenberg Traurig lawyers participated in (i) a December 21, 2017 meeting of the Special
16 Independent Committee of RDI's Board (the "SIC"), the members of which were directors
17 Gould, McEachern and Coddington, and (ii) the December 29, 2017 special meeting. Pursuant to
18 NRS 78.138(2)(b), the Greenberg Traurig lawyers provided legal advice to the RDI Board
19 relating to the scope of NRS 78.140, as well as legal advice regarding the Board's fiduciary
20 duties under Nevada law, including the duties of due care and loyalty.

21 11. Director Gould, the Company's Lead Independent Director, summarized the first
22 issue for consideration: ratification of the actions taken by the Board relating to the termination
23 of Plaintiff as President and CEO of RDI.

24 12. In addition to their review of the Board materials provided, Independent Directors
25 Coddington and Wrotniak, who were not members of the RDI Board at the time of Plaintiff's
26 termination, stated that they were drawing on their "extensive knowledge about the Board's
27
28

1 reasons for the termination of Mr. Cotter, Jr.," including their observations of Plaintiff's
2 "behavior and demeanor in Board meetings" since each joined the Board over two years ago.

3 13. Director Coddington expressed her view that Plaintiff "did not possess the
4 knowledge, experience, ability, temperament or demeanor to be chief executive officer of the
5 Company," an opinion with which Mr. Wrotniak concurred.

6 14. Members of the Board also discussed the materials that had been provided to
7 them in advance of the meeting.

8 15. Director McEachern then made a motion, seconded by Director Coddington, as
9 follows:

10 BE IT HEREBY RESOLVED that the Board ratifies the actions taken by
11 the Company's board members relating to the termination of James J.
12 Cotter, Jr. as President and CEO as such actions are outlined in the
minutes of the Board meetings held on May 21, 2015, May 29, 2015 and
June 12, 2015.

13 16. After an opportunity for further discussion, the proposed resolution was adopted
14 by a 5-1 vote. Directors Coddington, Gould, Kane, McEachern, and Wrotniak voted in favor of the
15 resolution, with Plaintiff casting the sole vote in opposition. The Remaining Defendants—Ellen
16 Cotter, Margaret Cotter and Guy Adams—abstained from the vote.

17 17. Director Gould then introduced the second issue for consideration: ratification of
18 the 2-0 September 21, 2015 decision by RDI's Compensation Committee (with members Adams
19 and Kane voting in favor) to permit the Estate of James J. Cotter, Sr. to use Class A non-voting
20 stock as the means of payment (as opposed to cash) for the exercise of an option to purchase
21 100,000 shares of Class B voting stock in RDI.

22 18. Counsel for RDI summarized the information regarding the matter considered by
23 the Compensation Committee in 2015, including the fact that acceptance of stock was within the
24 discretion of the Compensation Committee as Administrators of the 1999 Stock Option Plan
25 under which the stock option was granted.

19. Members of the Board then generally expressed their awareness of the information as well as their review of the Board materials and Compensation Committee minutes, and opened the floor up for discussion.

20. The Board noted, among other things, that the Compensation Committee had discretion under the 1999 Stock Option Plan to allow the use of Class A Shares to exercise options to acquire Class B Stock, that the Company was at the time buying in its Class A Shares under its stock repurchase plan, and that the market price of Class A shares has significantly increased since the date of the transaction.

21. A motion was made by Director McEachern and seconded by Director Wrotniak, as follows:

BE IT HEREBY RESOLVED that the Board ratifies the decision of the Compensation Committee of the Company, as outlined in the minutes of its September 21, 2015 meeting, to permit the Estate of James J. Cotter, Sr. to use Class A non-voting stock as the means of payment for the exercise of an option to purchase 100,000 shares of Class B voting stock of the Company.

22. The proposed resolution was then adopted by a 5-1 vote. Directors Coddington, Gould, Kane, McEachern, and Wrotniak voted in favor of the resolution, with Plaintiff casting the sole vote in opposition. The Remaining Defendants—Ellen Cotter, Margaret Cotter and Guy Adams—abstained from the vote.

23. The Board then moved, without objection, that its resolutions include the “authorization to take such other actions as may be necessary to accomplish the matters approved herein.”

24. After denying without prejudice the Remaining Defendants’ prior motion for summary judgment based on ratification of the Remaining Challenged Decisions at the December 29, 2017 RDI Board meeting, the Court in January 2018 allowed discovery with respect thereto. On May 2, 2018, following an evidentiary hearing, the Court granted a motion filed by Plaintiff to compel RDI and the Dismissed Defendants to produce and/or list on privilege logs all documents relating to (i) the December 21, 2017 meeting of the SIC, during which potential ratification of the Remaining Challenged Decisions was discussed; (ii) a

1 December 27, 2017 email sent by Gould on behalf of the Independent Directors requesting that
2 ratification of the Remaining Challenged Decisions be added to the agenda for the December 29,
3 2017 meeting; and (iii) the subject of ratification, not limited by time.

4 25. On June 1, 2018, the Remaining Defendants filed a motion seeking summary
5 judgment in their favor (the "Motion for Summary Judgment"). The Remaining Defendants
6 argued, *inter alia*, that the Remaining Challenged Decisions had been properly ratified by a
7 majority of disinterested, independent directors pursuant to NRS 78.140.

8 26. Plaintiff filed a Motion to Compel and a Motion for Relief, in which he argued
9 that RDI, the Dismissed Directors and the Remaining Defendants had not fully complied with
10 the Court's May 2, 2018 rulings. Plaintiff's motions sought relief in the form of, *inter alia*, the
11 provision of revised privilege logs, *in camera* inspection by the Court of certain documents, the
12 production of additional documents, renewed depositions of certain previously-deposed
13 individuals, delay of the scheduled July 9, 2018 trial on Plaintiff's claims against the Remaining
14 Defendants, and the preclusion of any ratification defense by the Remaining Defendants.

15 27. On June 19, 2018, the Court held a hearing on Plaintiff's Motion to Compel and
16 Motion for Relief, as well as the Remaining Defendants' Motion for Summary Judgment. The
17 Court first heard argument on Plaintiff's motions, which is granted in part.¹ For purposes of any
18 pretrial motions, as an evidentiary sanction, the Court infers and makes a rebuttable presumption
19 that the documents at issue, if timely produced, would support Plaintiff's position that the
20 ratification was a sham or fraudulent exercise.

21 28. The Court then heard argument on the Remaining Defendants' Motion for
22 Summary Judgment. For the reasons outlined at the June 19, 2018 hearing and as set forth
23 below, the Court grants the Remaining Defendants' Motion for Summary Judgment.

24 29. After consideration of the evidence presented by the parties in response the
25 Remaining Defendants' Motion for Summary Judgment, the Court concludes that such evidence

26
27 ¹ The order related to those motions was filed on July 12, 2018.
28

1 is sufficient to overcome the inferences and rebuttable presumption that the ratification process
2 was a sham or fraudulent exercise.

3 30. The Court finds all of the requirements for the application of NRS 78.140, and the
4 business judgment rule, are met with respect to the RDI Board's actions ratifying Plaintiff's
5 termination and the approval of using Class A stock for the contested option exercise (the
6 Remaining Challenged Decisions).

7 31. The RDI Board ratified each of the remaining challenged transactions, with the
8 five affirmative votes being those directors whose disinterestedness and independence the Court
9 had previously determined in its December 11, 2017 ruling and December 28, 2017 order.

10 32. The December 29, 2017 ratification vote was "in good faith," as required by NRS
11 78.140(2)(a). The directors who were not present at the time these matters were initially
12 decided—directors Wrotniak and Coddington—reasonably informed themselves of the relative
13 merits of the decisions, including by reviewing contemporaneous materials and drawing on their
14 personal knowledge gleaned in their two years of Board service; corporate counsel was present
15 and advised the entire Board of its fiduciary duties under Nevada law, as well as the history of
16 each decision; no ratifying director had a personal stake in the derivative litigation brought by
17 Plaintiff or in the particular transaction ratified; and discussion and debate occurred prior to the
18 final votes, with all directors—including Plaintiff—afforded the chance to ask questions or make
19 comments.

20 33. With respect to the Remaining Challenged Decisions and the RDI Board's
21 subsequent ratification of them, all of the preconditions necessary for a "valid interested director
22 transaction" under NRS 78.140(2)(a) are present.

23 34. The independent majority of RDI's Board who voted in favor of ratification of the
24 Remaining Challenged Decisions on December 29, 2017 had a rational business purpose for
25 doing so and exercised their good faith business judgment.

26 35. The Court also takes into consideration that RDI's Independent Directors engaged
27 the Company's counsel, Greenberg Traurig, which provided legal advice regarding ratification.
28 While it would have been better practice for the Independent Directors to have engaged

1 independent advisers to provide information to the Board and/or any special committees under
2 NRS 78.138, it is uncontested that Greenberg Traurig is qualified and experienced.

3 36. Any finding of fact stated above that is more appropriately deemed a conclusion
4 of law shall be deemed so.

5 CONCLUSIONS OF LAW

6 37. The business judgment rule is a “presumption that in making a business decision
7 the directors of a corporation acted on an informed basis, in good faith and in the honest belief
8 that the action taken was in the best interests of the company.” *Shoen v. SAC Holding Corp.*, 122
9 Nev. 621, 632, 137 P.3d 1171, 1178-79 (2006).

10 38. “The business judgment rule does not only protect individual directors from
11 personal liability, rather, it expresses a sensible policy of judicial noninterference with business
12 decisions and is designed to limit judicial involvement in business decision-making so long as a
13 minimum level of care is exercised in arriving at the decision.” *Wynn Resorts, Ltd. v. Eighth
14 Judicial Dist. Court in & for Cnty. of Clark*, 399 P.3d 334, 342 (Nev. 2017).

15 39. Nevada Revised Statute 78.140 provides that a “contract or other transaction is
16 not void or voidable solely because” it is between a Nevada “corporation and [o]ne or more of its
17 director or officers[,]” or because an interested or non-independent director “is present during a
18 meeting of the board of directors or a committee thereof which authorizes or approves the
19 contract or transaction,” or the votes of an interested director are counted for the purpose of
20 authorizing or approving the contract or transaction, if “[t]he fact of the common directorship,
21 office or financial interest is known to the board of directors or committee, and the directors or
22 members of the committee, other than any common or interested directors or members of the
23 committee, approve or ratify the contract or transaction in good faith.” NRS 78.140(2)(a).

24 40. Citing NRS 78.140, the Nevada Supreme Court has made clear that the business
25 judgment rule applies “in the context of valid interested director action, or the valid exercise of
26 business judgment by disinterested directors in light of their fiduciary duties.” *Shoen*, 122 Nev.
27 at 636, 137 P.3d at 1181.
28

41. Nevada Revised Statute 78.138(b)(2) provides that, “[i]n exercising their respective powers, directors and officers may, and are entitled to, rely on information, opinions, reports, books of account or statements, including financial statements and other financial data, that are prepared or presented by . . . [c]ounsel . . . as to matters reasonably believed to be within the preparer’s or presenter’s professional or expert competence.” Here, the Court finds that RDI’s Board, including the Independent Directors, were entitled to rely upon Greenberg Traurig’s advice in making their decisions to ratify the Challenged Remaining Decisions.

42. The substance of the advice provided by Greenberg Traurig to RDI's Board and its Independent Directors is protected by the attorney-client privilege and may not be considered by the Court. *See Wynn*, 399 P.3d at 341-42.

43. As the Remaining Challenged Decisions were ratified by a majority of independent, disinterested directors, the Court grants the Remaining Defendants' Motion for Summary Judgment.

44. Any conclusion of law stated above that is more appropriately deemed a finding of fact shall be so deemed.

ORDER

Based upon the forgoing, the Court grants the Remaining Defendants' Motion for Summary Judgment. Judgment is entered in favor of Defendants Ellen Cotter, Margaret Cotter, and Guy Adams on all claims asserted by Plaintiff.

Due to the fact that the Court's ruling moots RDI's Motion to Dismiss Pursuant to NRCP 12(b)(2), or in the Alternative, NRCP 12(b)(5) for Lack of Standing, the Court further denies without prejudice RDI's Motion to Dismiss.

As here are pending issues remaining in the probate matter, the cases are ordered deconsolidated.

Dated this 8 day of August 2018.

Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify that on or about the date filed, this document was Electronically
Served to the Counsel on Record on the Clark County E-File Electronic Service List:

James L Edwards, Esq. (Cohen Johnson, et al)

Mark E Ferrario, Esq. (Greenberg Traurig)

Steve Morris, Esq. (Morris Law Group)



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12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

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

16 Plaintiffs,

17 v.

18 MARGARET COTTER, ELLEN COTTER,
19 GUY ADAMS, EDWARD KANE, DOUGLAS
20 McEACHERN, WILLIAM GOULD, JUDY
21 CODDING, MICHAEL WROTONIAK, and
22 DOES 1 through 100, inclusive,

21 Defendants.

23 READING INTERNATIONAL, INC., a Nevada
24 corporation,

25 Nominal Defendant.

Case No.: A-15-719860-B

Dept. No.: XI

Case No.: P-14-082942-E

Dept. No.: XI

Related and Coordinated Cases

BUSINESS COURT

**VERIFIED MEMORANDUM OF COSTS
SUBMITTED BY READING
INTERNATIONAL, INC., FOR COSTS
INCURRED FOR THE DEFENSE OF
ITSELF AND THE DIRECTOR
DEFENDANTS**

26 Pursuant to NRS 18.110, Reading International, Inc. ("Reading") submits the following
27 Memorandum of the Costs incurred for its own defense, and for the defense of the individual
28

1 Director Defendants.

2 Review of the costs claimed here—which are far short of the *entirety* of the costs Reading
3 has incurred in this litigation—reveals that, even though the *Defendants* have been exonerated,
4 Reading, and its stockholders, have nonetheless been victimized. The culprit, however, is the
5 Plaintiff, James J. Cotter, Jr. Because of his “derivative” action, Reading was forced to expend
6 enormous amounts of money to defend against Plaintiff’s claims, both for itself, and on behalf of
7 the individual Director Defendant. Moreover, because of Plaintiff’s spite, Reading was *also* forced
8 to defend against the claims of the T2 Parties, who duplicated Plaintiff’s allegations but, after
9 discovery, found them to be without merit, and and so voluntarily withdrew from the case,¹ but -
10 Reading cannot even seek recovery of those costs from Plaintiff. It is a sad irony that Plaintiff, who
11 purported to be acting on behalf of Reading and its stockholders, is the one who, in pursuit of his
12 own interests, did harm.

13 Even though Plaintiff’s grievances were primarily focused on avenging what he saw as
14 mistreatment of him by his sisters, by including all the other Directors within the scope of his
15 accusations, Plaintiff was able to continue the monstrous drain on Reading’s resources for close to
16 three years. There can be little doubt that Plaintiff’s inclusion of allegations against all other
17 directors, despite the lack of *any* evidence to support his claimed suspicions of the majority of them,
18 was a calculated decision, because, had he not done so, then he would have been required to make
19 demand upon the board to even begin this litigation. It has now been conclusively demonstrated
20 that these allegations, at least as they pertained to a majority of the Directors, had *no* factual
21 support. Moreover, even if demand could have been excused, each of his claims could have easily
22 been resolved by ratification, as ultimately occurred, thereby saving Reading millions of
23 dollars. The fact that Plaintiff not only persevered, but doubled down on his contentions following
24

25 ¹ In the joint press release issued by our Company and the T2 Plaintiffs on July 13, 2016,
26 representatives of the T2 Plaintiffs stated as follows: *"We are pleased with the conclusions reached*
27 *by our investigations as Plaintiff Stockholders and now firmly believe that the Reading Board of*
28 *Directors has and will continue to protect stockholder interests and will continue to work to*
maximize shareholder value over the long term. We fully support the Reading Board and
management team and their strategy to create stockholder value."

1 the voluntary withdrawal by the T2 Parties (major stockholders whose interests must certainly be
2 recognized as aligned with investors rather than company management), shows that he was not
3 driven to act to ensure the best interests that Reading and its stockholders were served. Instead, he
4 continued the litigation for his own purposes. Because of his baseless allegations regarding
5 Directors Coddington, Kane, Gould, McEachern, and Wrotniak, Plaintiff effectively held Reading and
6 its stockholders captive to this litigation until these claims were resolved.

7 Plaintiff's quest for vengeance, regardless of the cost to Reading, is the only thing that can
8 explain his inexplicable actions. As the Court may recall, he had to amend his complaint because he
9 had failed to include any allegation of damages to the corporation. And he then attempted to back
10 up those allegations made only on pain of dismissal with speculative theories regarding peer group
11 performances and market variables. The viability of such theories may be gauged by Plaintiff's
12 subsequently revealed intent to forego them entirely from his trial presentation. As a result, the true
13 plunder of Reading's assets was accomplished *by the Plaintiff*, despite his fiduciary duty, as a
14 derivative plaintiff, to proceed with the best interests of the company in mind.

15 Plaintiff's true motivation—to obtain his own reinstatement over the objection of every
16 other board member—was stripped bare by his abandonment of his monetary damage
17 theories. Given that motivation, and the resulting calculated measures taken by Plaintiff to prolong
18 these proceedings, it is no surprise that Reading's costs soared ever higher, what with constantly
19 added claims, incessant demands for discovery, and punitive rounds of depositions. Significantly,
20 the two highest expenses costs for which Reading seeks reimbursement are the costs of E-discovery,
21 and the cost of retaining rebuttal expert witnesses to counter Plaintiff's damage claims.

22 The limitations of NRS 18.110 do not permit this Court to return to Reading all that it has
23 lost despite its success in this litigation. This Court cannot return the many hours of time that
24 Reading's Directors and its management have had to devote to fruitless task of trying to satisfy
25 Plaintiff's unquenchable thirst for discovery. This Court cannot return to Reading any goodwill
26 Reading may have lost by investors exasperated by Plaintiff's wild allegations. Nor, despite the
27 judgments in their favor, can the Court remove the indelible stain caused by three years of serial
28 accusations made against Reading's Board of Directors. The court can, however, return to Reading

1 and its stockholders a portion of the monies that have been drained from it, by requiring Plaintiff to
2 pay the reasonable and necessary expenses of this litigation. That is an action that, unlike this
3 litigation, would truly be in the best interests of Reading International, Inc., and which would be
4 particularly appropriate given Plaintiff's fiduciary obligations to Reading and its stockholders as a
5 derivative plaintiff.

6 **Verified Memorandum of Costs**

7 In addition to the costs incurred by Reading on its own behalf, Reading is statutorily
8 obligated to indemnify the Director Defendants, each of whom prevailed in this litigation. See NRS
9 78.7502. Accordingly, Reading has included in its request the costs incurred on behalf of
10 Defendants Guy Adams, Judy Coddington, Ellen Cotter, Margaret Cotter, Edward Kane, Douglas
11 McEachern, Timothy Storey, and Michael Wrotniak.

12 Pursuant to NRS 18.005 and 18.020, certain reasonable and necessary costs are allowed as a
13 matter of course to the prevailing parties. Reading seeks to recover the following types of costs:

- 14 • Clerk's filing fees and fees charged pursuant to NRS 19.0335(authorized by NRS 18.005(1)
15 and (16))
- 16 • Reporters' fees for depositions (authorized by NRS 8.005(2))
- 17 • 'Expert witness fees (authorized by NRS 18.005(5))
- 18 • Fees of any sheriff or licensed process server (authorized by NRS 18.005(7)) Compensation
19 for the official reporter (authorized by NRS 18.004(8)) Reasonable costs for photocopies
20 (authorized by NRS 18.005(12))
- 21 • Reasonable costs for long distance telephone call conferencing (authorized by NRS
22 18.005(13))
- 23 • Reasonable costs for postage (authorized by NRS 18.005(14))
- 24 • Reasonable costs for travel and lodging incurred taking depositions and conducting
25 discovery (authorized by NRS 18.005(15))
- 26 • Any other reasonable and necessary expense (authorized by NRS 18.005(17)) including
 - 27 ○ Computerized Legal research
 - 28 ○ Courier expenses

- E Discovery expenses
- Travel for Court Proceedings and Client Meetings
- Parking
- Temporary office space/housing for trial

I. STATEMENTS OF COSTS INCURRED.

The following chart shows the costs for each category incurred either directly by Reading, or on behalf of the individual Director Defendants.

	Cost Category	Reading's Direct Costs	Costs incurred by RDI on behalf of 7 Director Defendants	Costs incurred by RDI on behalf of Gould	Total
1	All filing fees	\$3,770.24	\$5,390.00	\$2,702.80	\$11,863.04
2	Depo Reporters' fees	\$53,344.70	\$63,980.55	\$47,303.00	\$164,628.25
3	Expert witnesses	\$0.00	\$1,227,096.94	\$176,655.00	\$1,403,751.94
4	Process serving	\$0.00	\$1,001.86	\$0.00	\$1,001.86
5	Official reporter Fees	\$3,794.89	\$0.00	\$877.52	\$4,672.41
6	Photocopies	\$2,930.27	\$11,550.84	\$4,782.06	\$19,263.17
7	Telephone calls	\$250.96	\$887.10	0	\$1,138.06
8	Postage	\$593.68	\$3,067.34	\$442.95	\$4,103.97
9	Depo travel costs	\$24,008.36	\$28,111.18	\$15,932.59	\$68,052.13
10	Computerized Legal research	\$47,324.41	\$6,612.00	\$11,784.79	\$65,721.20
11	Couriers	\$2,473.74	\$0.00	\$0.00	\$2,473.74

12	E discovery	\$902,016.77	\$0.00	\$7,424	\$909,440.77
13	Counsel's Travel expenses for Court proceedings and client meetings	\$16,067.67	\$71,687.19	\$11,069.38	\$98,824.24
	Reading Director and Officer Travel expenses.	\$87,657.20	\$0.00	\$0.00	\$87,657.20
14	Parking	\$1,470.15	\$0.00	\$0.00	\$1,470.15
15	Temporary Office Space for Defense Team	\$60,987.30	\$0.00	\$0.00	\$60,987.30
16	Temporary Office Space for Executive Team	\$6,099.27	\$0.00	\$0.00	\$6,099.27
17	Expenses for General Counsel Housing	\$6,108.30			\$6,108.30
TOTAL COSTS CLAIMED		\$1,218,897.91	\$1,419,385.00	\$278,974.09	\$2,917,257.00

See Exhibit A, Declaration of Mark E. Ferrario, counsel for Reading International, Inc., and exhibits attached thereto for supporting documentation; Exhibit B, Declaration of Craig Tompkins, General Counsel of Reading, and exhibits attached thereto; ¹ Exhibit C, Affidavit of Marshall M. Searcy III, counsel for Directors Adams, Coddington, E. Cotter, M. Cotter, Gould, Kane, McEachern, and Wrotniak; and Exhibit D, Declaration of Shoshana Bannet, counsel for Director Gould.

II. THE STATED COSTS WERE REASONABLE, NECESSARY, AND ACTUALLY INCURRED.

The Defendants in this action are entitled to an award of costs as they are the prevailing

1 parties. NRS 18.020. The Nevada Supreme Court has made clear that a Memorandum of Costs
2 should include sufficient documentation to show that the claimed costs were reasonable, necessary,
3 and actually incurred by the party. *Police v. Brokaw (in Re Dish Network Derivative Litig.)*, 401
4 P.3d 1081, 1093 (Nev. 2017) (“Justifying documentation means “something more than a
5 memorandum of costs.”); *see also, Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1054
6 (Nev. 2015) (“In order to retax and settle costs upon motion of the parties pursuant to NRS 18.110,
7 a district court must have before it evidence that the costs were reasonable, necessary, and actually
8 incurred.”). As shown below, and in Exhibits A, B, C, and D and their respective supporting
9 exhibits, the costs claimed here were actually incurred and were reasonable and necessary.

10 **A. Clerks’ Filing Fees and pursuant to NRS 19.0335(1)(b) and (e).**

11 Pursuant to NRS 18.005(1) and (16), the prevailing party may recover costs incurred for the
12 fees incurred for filing documents with the Court. The filing fees claimed herein include the filing
13 fees mandated by NRS Chapter 19, including the initial filing fees, business court fees, and fees
14 imposed for dispositive motions; fees for electronic filing are also included. **Exs. A, ¶ 4; C, ¶ 3;**
15 **and D, ¶ 3.** Electronic filing is mandatory in the Eighth Judicial District Court. EDCR §§ 2.02 &
16 8.02.

17 As the payment of all the claimed fees was mandatory, and the amounts were set by statute
18 or court rules, these filing fees were reasonable and necessary. *See Brochu v. Foote Enters., Inc.*,
19 381 P.3d 596, (Nev. 2012) (“As standard fees, the district court did not need additional
20 documentation to determine that the filing fees were actual and reasonable.”). Reading should be
21 awarded **\$11,863.04** for this category of costs.

22 **B. Reporters’ Fees for Depositions.**

23 The claimed costs include the costs incurred for copies of the transcripts of all depositions
24 noticed and taken by Plaintiff James J. Cotter, Jr. (“Cotter, Jr.”), including copies of the transcript
25 and of the video recording for each separately represented set of Defendants. **Exs. A, ¶ 4; C, ¶ 3;**
26 **and D, ¶ 4.** Leaving aside the depositions necessitated by the consolidated case involving the T2
27 Plaintiffs, for which no costs are claimed herein, Cotter, Jr. noticed and took depositions of 17
28 witnesses. Several of those witnesses were deposed over the course of multiple days, resulting in

multiple transcript volumes (Guy Adams, three volumes; Judy Coddington, two volumes; Ellen Cotter, three volumes individually and one volume as PMK for Reading; Margaret Cotter, three volumes; Bill Ellis, two volumes; Bill Gould, three volumes; Ed Kane; five volumes; Doug McEachern, four volumes; Tim Storey, two volumes).

The Nevada legislature has expressly recognized the necessity that parties each obtain a copy of each deposition transcript by expressly authorizing such expense. NRS 18.005(2). Acquisition of a transcript of each deposition taken by the Plaintiff was necessary for each defense team. See Ex. A, ¶ 5 ; C, ¶ 4; and D, ¶ 4. Courts have recognized the necessity for obtaining copies of depositions of witnesses deposed by the opposing party. See *Longo v. Chao*, 2008 WL 2783509, *3 (W.D. Tex. 2008)(citation omitted) ("[M]odern discovery practices and trial preparation virtually require that a party obtain copies of the depositions of its own employees and witnesses that are taken by its opponents."); *McInnis v. Town of Weston*, 458 F. Supp. 2d 7, 31 (D. Conn. 2006) (acknowledging that once a party took a deposition, it was necessary for the opposing party to obtain a copy of the transcript).

In addition, the Defendants collectively took a total of eight depositions related to Plaintiff's claims. For each such deposition, the claimed costs include the reporters' fees for transcription, as well as copies of the depositions. See Ex. C, ¶4. The deposition of Plaintiff occurred over the course of four days, requiring four volumes. Additional depositions taken by Defendants included that of expert witnesses disclosed by Plaintiff. *Id.*

Costs of depositions may be awarded provided they were reasonably necessary to take at that time, without regard to later developments that may eventually render the deposition unneeded at the time of trial or summary disposition. See *Frederick v. City of Portland*, 162 F.R.D. 139, 143 (D. Or. 1995). Here, as noted by counsel , such depositions were necessary to flesh out Cotter, Jr.'s every-changing claims, and to determine the anticipated testimony of each of the potential witnesses. See Ex. A, ¶ 5; C, ¶ 4; and D, ¶ 4. The taking of depositions was also necessary for use in impeachment during cross examination. See *Brochu v. Foote Enters., Inc.*, 381 P.3d 596, (Nev. 2012) ("It is well known that a party deposes the opposing party's expert witnesses . . .").

Reading should be awarded \$164,628.25 for payments to deposition court reporters.

1 **C. Expert Witnesses Expenses.**

2 Reading incurred \$1,403,751.94 for fees for five expert witnesses. NRS 18.005(5) allows
3 for recovery of reasonable fees of “not more than five expert witnesses in an amount of not more
4 than \$1,500 for each witness, *unless the court allows a larger fee after determining that the*
5 *circumstances surrounding the expert’s testimony were of such necessity as to require the larger*
6 *fee.*” (emphasis added). Each of the experts for whom expenses are requested provided testimony in
7 deposition, and prior to Plaintiff’s withdrawal of all monetary damages claims after the aborted
8 January 2018 trial, were prepared for and expected to testify at trial. Ex. C, ¶¶ 5-8, Ex. D, ¶¶ 6-9.

9 As set forth in more detail in Ex. C, ¶7, seven of the Defendants retained the following four
10 experts:

- 11 • Prof. Michael Klausner, who was retained to provide expert opinion and testimony on
12 matters of corporate governance related to the termination of Plaintiff, to assist against
13 Plaintiff’s claim that Defendants breached their fiduciary duty in their decision to
14 termination James Cotter, Jr.
- 15 • Professor Richard Roll, who was retained to provide testimony regarding potential damages
16 associated with declines in Reading’s stock price due to the alleged inappropriate
17 termination of James Cotter, Jr. and more generally, the performance of Reading’s stock
18 after the termination, and to assist in defending against Plaintiff’s claims that Reading’s
19 stock suffered as a result of his termination and other challenged board actions.
- 20 • Dr. Bruce Strombom, who was retained to review and evaluate the broad opinions expressed
21 by Plaintiff’s damages expert, Dr. Duarte-Silva, and to assess whether Dr. Duarte-Silva’s
22 measure of damages was accurate.
- 23 • Mr. Jonathan Foster, was asked to provide an opinion on the process by which Reading’s
24 Board considered the unsolicited offer from Patton Vision, LLC dated May 31, 2016 and
25 whether that process was consistent with industry practice, and also to rebut certain claims
26 made by Plaintiff’s damages expert Dr. Duarte-Silva related to the unsolicited indication of
27 interest. Such opinions were sought to assist in the defense against plaintiff’s claims related
28 to the unsolicited offer.

1 See Ex. C, ¶¶ 5. The qualifications of each of these experts are set forth Mr. Searcy's Declaration.

2 *Id.* Additionally, Mr. Gould retained an additional expert:

- 3 • Prof. Alfred E. Osborne, who was asked to provide testimony and opinion on matters of
4 corporate governance to address the broad array of allegedly improper actions that Plaintiff
5 alleged the Reading Board of Directors took, including Plaintiff's claim that Mr. Gould
6 breached his fiduciary duty as chair of the CEO search committee by recommending Ellen
7 Cotter for the position of CEO, among other issues.

8 See Ex. D, ¶¶ 5-7.

9 The statutory amount of \$1,500 per expert was added in 1989 (up from \$750) and has not
10 been adjusted since. However, the express authority to award a greater amount of fees where
11 necessary shows that the legislature was well aware that for complex litigation, \$1500 would be
12 inadequate. In *Frazier v. Drake*, the Nevada Court of Appeals held that "any award of expert
13 witness fees in excess of \$1,500 per expert under NRS 18.005(5) must be supported by an express,
14 careful, and preferably written explanation of the court's analysis of factors pertinent to determining
15 the reasonableness of the requested fees and whether the circumstances surrounding the expert's
16 testimony were of such necessity as to require the larger fee." 357 P.3d 365, 377 (Nev. Ct. App.
17 2015) (internal quotation omitted). Specifically, the Court stated:

18 [T]he importance of the expert's testimony to the party's case; the degree to which
19 the expert's opinion aided the trier of fact in deciding the case; whether the expert's
20 reports or testimony were repetitive of other expert witnesses; the extent and nature
21 of the work performed by the expert; whether the expert had to conduct
22 independent investigations or testing; the amount of time the expert spent in court,
23 preparing a report, and preparing for trial; the expert's area of expertise; the
24 expert's education and training; the fee actually charged to the party who retained
the expert; the fees traditionally charged by the expert on related matters;
comparable experts' fees charged in similar cases; and, if an expert is retained from
outside the area where the trial is held, the fees and costs that would have been
incurred to hire a comparable expert where the trial was held.

25 *Id.* at 377-78. Thus, in evaluating requests for such awards, district courts should consider facts that
26 address the work the expert performed and its importance to the party's case, the expert's
27 credentials, and the reasonableness of the fees in comparison to other similarly qualified experts.
28 However, in listing the foregoing factors, the court in *Frazier* noted that this list was not exhaustive,

1 and that not all of these factors may be pertinent to all requests for additional fees. The Court
2 directed that “the resolution of such requests will necessarily require a case-by-case examination of
3 appropriate factors.” *Id.*

4
5 **1. The work the Experts performed and its importance to the Defendants’
case.**

6 An expert’s importance to any defendant’s case cannot be measured solely by consideration
7 of the direct impact of such opinion on the outcome. When a case is resolved before trial, the
8 importance of the expert opinion to the proper preparation of a defense must be considered. While
9 Defendants always maintained that Plaintiff did not have evidence to supported his claims that the a
10 majority of the board was unduly influenced by considerations other than Reading’s best interests,
11 subject to influence, in order to defense themselves and the Company, Defendants had to retain
12 experts to address Plaintiff’s multiple theories of recovery, and also, to address his theories for
13 purported monetary damages suffered by Reading. **See Ex. C, ¶ 6; Ex. D, ¶ 7.** Damages were an
14 essential element of each of Plaintiff’s claims, and Defendants could not know in advance that the
15 court would ultimately rule in favor of Defendants on other elements of Plaintiff’s claims. Nor
16 could Defendants have imagined that Plaintiff intended to abandon his monetary damages claims,
17 which damages his expert had claimed exceeded \$110,000 million, based solely on his opinion that
18 Reading had underperformed under Ellen Cotter’s tenure as CEO. **Ex. E, Excerpts of Report of
19 Duarte-Silva, p. 14.** Defendants’ experts were required to perform in depth market analyses
20 relating to Reading’s industries, requiring hundreds of hours of work. **Ex. C, ¶ 7.** This work
21 involved extensive review of Reading’s operations and performance, complex investigations of
22 market events and trends, and rigorous comparisons of multiple complex data sets. Given that the
23 case was to be tried to a jury, rather than to the bench, it was also important to have an expert
24 capable of explaining the complex conclusions to layman.

25 Significantly, Dr. Duarte-Silva *also* had opined that the Defendants’ decision not to follow
26 up on the unsolicited offer from Patton Vision meant that “at least \$100 million were foregone
27 relative to Reading’s market capitalization as of the offer date.” *Id.* **p. 15.** Plaintiff’s expert even
28 speculated that the amount “foregone” would exceed \$155 million. *Id.* **at 16.** It was not until

December 2017, less than one month before the scheduled trial, this Court properly determined that no damages could be shown where the Patton Vision offer was non-binding. Until that ruling, to insure a proper defense, Defendants had to be prepared to present expert testimony to show the errors of Dr. Duarte-Silva's opinions. **Ex. C, ¶¶ 6 and 7.**

Additionally, Mr. Gould's engagement of a separate corporate governance expert was necessary due to the difference in the claims made against Mr. Gould, as compared with those made against other Director Defendants. Mr. Gould did not vote to terminate Plaintiff, and accordingly, needed an expert on corporate governance who would not offer an opinion on the propriety of Plaintiff's termination. **Ex. D, ¶ 5.** Moreover, Mr. Gould's engagement of his expert was critical in securing his dismissal. Dr. Osborne responded to Plaintiff's numerous alleged breaches of fiduciary duty. This expert's opinion that Mr. Gould was independent and disinterested and did not breach any fiduciary duties by his actions on Reading's Board formed the basis of Mr. Gould's successful motion for summary judgment. **Id. at ¶¶ 7, 9.**

Furthermore, Defendants' engagement of its corporate governance experts was critical in the defense against Plaintiff's allegations of breaches of fiduciary duty, particularly in light of Plaintiff's retention of a respected retired member of Delaware's Chancery Court judiciary. As the Court is aware, this matter lasted several years and involved numerous (and constantly changing) claims asserted by Plaintiff. Accordingly, Defendants' experts collectively expended hundreds of hours dissecting and rebutting Plaintiff's claims and Plaintiff's experts' reports. Defendants' expert reports set forth the proper standards under Nevada law that guided Defendants' motions for summary judgment, which this Court's ultimately granted. The experts greatly contributed to the briefings filed by Defendants, which ultimately led to judgment in favor of all the dismissed defendants. **Ex. C, at ¶ 9; Ex. D, at 9.**

2. The expert's credentials.

Each of Defendants experts are well known in their fields, with many academic and/or professional accomplishments. *See Ex. C, at ¶ 7* (describing the credentials of Experts Klausner, Roll, Strombom, and Foster); **Ex. D, at ¶ 6** (describing credentials of Expert Osborne).

3. The reasonableness of the fees.

1 The reasonableness of Defendants' experts' hourly rates is supported by the hourly rates
2 charged by Plaintiff's own experts, which are the same or higher: Chief Justice Steele charged
3 \$1,075 per hour; Mr. Finnerty charged \$1,070 per hour; Dr. Duarte-Silva and his team charged as
4 high as \$715 per hour; Richard Spitz charged \$850 per hour; and Albert Nagy charged \$650 per
5 hour. Defendants needed qualified experts to refute the opinions and testimony of Plaintiff's
6 experienced experts, such as the former Chief Justice of the Delaware Chancery Court. **Ex. C, at**
7 **¶¶ 6 and 8; Ex. D, at 8.**

8 **4. Other relevant factors.**

9 As noted above, the factors set forth in *Frazier* are not exclusive, and other factors may be
10 considered. Here, the Court should also consider the extent to which Plaintiff caused an increase in
11 expert expenses, by making a claim for damages that he did not intend to present at trial.
12 Significantly, it was only after the January 8, 2018 trial was vacated that it became apparent that,
13 despite the indications set forth in his Trial Witness List, Plaintiff did *not* intend to call his damages
14 expert witnesses. Here, the largest portion of Defendants' expert witness costs was for the damages
15 experts, who were retained based upon the claims for monetary damages made by Plaintiff. Indeed,
16 as noted above, it was necessary to retain Dr. Strombom specifically to rebut some of Dr. Duarte-
17 Silva's broader opinions and to challenge the means he used to measure such claimed damages. See
18 *Logan v. Abe*, 131 Nev. Adv. Op. 31, 350 P.3d 1139, 1144 (2015) (affirming the district court's
19 award of costs for expert witness fees incurred by defense, where Plaintiff chose not to present his
20 own expert testimony). Particularly in the circumstances here, where Plaintiff was suing in a
21 purported representative capacity, he should be held responsible for all expenses incurred by
22 Reading that proved to be unnecessary due to his own withdrawal of claims.

23 Nevada courts frequently award expert fees beyond the "\$1,500 per expert" where such an
24 award is justified and appropriate. *City of N. Las Vegas v. 5th & Centennial, LLC*, No. 58530, 2014
25 WL 1226443, at *7 (Nev. Mar. 21, 2014) (affirming district court's award of over \$200,000 for
26 costs, a large portion of which was for expert witness fees); *Scott-Hopp v. Bassek*, No. 60501, 2014
27 WL 859181, at *7 (Nev. Feb. 28, 2014) (authorizing award of \$11,934.35 for defense's expert
28 doctor to review medical remedies and provide opinion on cause of injury). While the total

1 \$1,403,751.94 requested for fees paid to Professor Klausner, Professor Roll, Ph.D., Dr. Strombom,
2 Mr. Foster, and Prof. Osborne, appears a significant sum, it is less than 1.5% of the damages that
3 Plaintiff claimed to seek. Reading should be awarded **\$1,403,751.94** for its expert witness
4 expenses.

5 **D. Fee of any sheriff or licensed process service**

6 The Directors Defendants pursued discovery from several non-parties, requiring that such
7 persons and entities be formally served. **Ex. C, ¶ 10**, Service of subpoenas on these non-party
8 persons and entities was necessary to obtain their testimony and documentary evidence, which was
9 relevant to oppose Plaintiff's claims.

10 Reading should be awarded **\$1,001.86** for expenses related to service of process.

11 **E. Compensation for the official reporter**

12 Pursuant to NRS 18.005 (8), costs for payments to the court's official reporter may be
13 awarded. Here, Reading incurred costs in the amount of \$4,672.41 for copies of transcripts of
14 hearings. **See Ex. A, ¶ 7** Such transcripts were necessary to permit Defendants to prepare draft
15 orders in accordance with court rulings, and to otherwise assure an accurate record of the Court's
16 directives made in hearings. *Id.*

17 Reading should be awarded \$4,672.41 for its fees paid to the official reporter.

18 **F. Reasonable costs for photocopies and telecopies.**

19 Provided that the actual expense incurred is shown, recovery for photocopies and telecopies
20 is recoverable. NRS 18.005(11) and (12). *See Bobby Berosini, Ltd. v. PETA*, 114 Nev. 1348, 1353,
21 971 P.2d 383 (1998) (requiring sufficient justifying documentation for photocopying charges);
22 *Gibellini v. Klindt*, 110 Nev 1201, 1205, 885 P.2d 540 (1994)(rejecting flat rate for copies based on
23 total billable hours). Here, Exhibits A, ¶ 8; C, ¶ 11; and, and D, ¶ show the details related to such
24 copying and printing. These copies were necessary as, over the course of the three years of
25 litigation, the defense teams received documents that needed to be distributed to Defendants,
26 Plaintiff, expert witnesses, and others, and copied for use as exhibits in depositions. *Id.*
27 Additionally, copies of documents were used by the respective firms' attorneys and support staff for
28 preparing queries and responses for written discovery, and for briefing during the extensive motion

1 practice involved in this matter. *Id.*

2 Reading should be awarded **\$19,263.17** for its costs for scanning, copying and printing in
3 this litigation.

4 **G. Reasonable costs for telephone calls.**

5 Pursuant to NRS 18.005 (13), costs for long distance telephone charges may be awarded.
6 Reading incurred a total of \$887.10 in long distance telephone charges. **Ex. C, ¶ 12.** Reading also
7 incurred charges for telephone conference calls in the amount of \$250.96. **Ex. A, ¶9.** Because the
8 legislature has recognized that the telephone expenses incurred specifically for the case should be
9 compensable, it is reasonable to include conference call charges within this category of expense, as
10 well.²

11 The nine individual defendants resided in various locations, including varying cities in in
12 New York, varying cities in California, and even in New Zealand. **See Ex. C, ¶ 12.** Additionally,
13 the Director Defendants' two defense teams were located California, while Reading's defense team
14 was located in Las Vegas. Telephone calls to discuss strategy between counsel and client, and
15 among defense counsel, thus necessitated incurring long distance call charges and conference call
16 charges. *Id.*, Ex.A ¶ 9.

17 Reading should be awarded \$887.10 in long distance telephone charges and \$250.96 for its
18 costs for conferences calls, for a total of \$1,138.06.

19 **H. Reasonable costs for Postage.**

20 Pursuant to NRS 18.005 (14), costs for postage may be awarded. Reading incurred a total of
21 \$4,103.97 for postage and shipping costs. As noted above, it was necessary to distribute documents
22 to the Defendants, to assure they maintained knowledge of the proceedings. It was also necessary
23 to distribute documents to Plaintiff. Accordingly, expenses were incurred for postage. **Ex. A., ¶9,**
24 **Ex. C., ¶13, Ex. D, ¶14.**

25 Reading should be awarded \$4,103.97 for its costs for postage and shipping.

26 **I. Reasonable costs for travel and lodging incurred taking depositions and conducting**

27 ² Should the Court disagree that conference call expenses are properly included under NRS
28 18.005(13), then Reading requests the Court considered them under the catchall provision of NRS
18.005(17).

1 **discovery.**

2 Pursuant to NRS 18.005 (15), costs for travel and lodging incurred while taking depositions
3 and conducting discovery may be may be awarded. Reading incurred a total of \$68,022 for such
4 travel expenses, including travel agency expenses, airfare, taxi /Uber, meals, and lodging.³ **See Ex.**
5 **A., ¶10, Ex. C., ¶14, Ex. D, ¶15, and exhibits cited therein.** Meals are considered a part of
6 necessary travel expenses. *Madison Capital Co. v. Star Acquisition Viii*, 214 P.3d 557, 561 (Colo.
7 App. 2009) (“However, the cost of meals incurred as part of necessary travel expenses may be
8 awarded, so long as the cost is demonstrated to be reasonable and necessary.”). ⁴ If the travel itself
9 was necessary, then it is obviously necessary that the traveler eat while away from home. The
10 necessity of the depositions (and therefore, for the travel to such depositions) has been set forth in
11 Part B above.

12 The expenses claimed here are reasonable and not excessive. The majority of the
13 depositions taken in this matter occurred in Southern California, but others were taken in Northern
14 California, New York, Pennsylvania, Massachusetts, and Missouri. **Ex. A., ¶11, Ex. C., ¶14, Ex.**
15 **D, ¶ 15.** Readings’ own counsel was required to travel by air and obtain meals and lodging for all
16 depositions, but the Individual Defendants incurred such expenses only for those depositions held at
17 a distance from Los Angeles. *Id.* None of the travel expenses reflect anything other than standard
18 accommodations, i.e., the attorneys did not fly first class.

19 Reading should be awarded **\$68,052.13** for its costs for deposition related travel.

20 **J. Any other reasonable and necessary expense.**

21 Pursuant to NRS 17.005(17), the prevailing party may be awarded costs in addition to those
22 expressly named in subparagraphs (1)-(16), provided the expense was necessary and reasonable.
23 *Las Vegas Land Partners, LLC v. Nype*, No. 68819, n. 3, (Nev. Nov. 14, 2017) (noting that 18.005
24 (17) is a “catchall” for other reasonable and necessary expenses incurred. Reading seeks recovery

25 _____
26 ³ Should the Court determine that meals are not included within travel expenses under NRS
27 18.005(15), then Reading requests that such expenses be considered pursuant to NRS 18.005(17).
28 which statutory provisions in discussed in Part J, below.

⁴ Should the Court determine that meals are not included within travel expenses under NRS
18.005(15), then Reading requests that such expenses be considered pursuant to NRS 18.005(17).
which statutory provisions in discussed in Part J, below.

1 for expenses for E Discovery and scanning of documents; computerized legal research, courier
2 costs, and travel and lodging expenses related to court proceedings, including expenses incurred in
3 reparation for the January trial, which was expected to last 15-19 days.

4 **1) E Discovery Costs.**

5 Costs incurred to comply with discovery requests, including costs incurred by methods of
6 acquiring and process information to be produced, are properly awarded as a reasonable and
7 necessary expense. Here, Reading incurred \$909,440.77 in e-discovery costs, for work performed
8 by Navigant, and for webhosting and related costs for Relativity. These costs were incurred in
9 order to comply with the discovery demanded by Plaintiff, and at times, ordered by the Court. **Ex.**
10 **A., ¶13, Ex. B., ¶5, Ex. D, ¶17.** *Police v. Brokaw* (In re Dish Network Derivative Litig.), 401 P.3d
11 1081, 1093. (Nev. 2017) (e-discovery costs recoverable under NRS 18.005(17))

12 **2) Computerized Legal Research.**

13 Costs incurred for computerized legal research is expressly included as a permissible cost
14 under NRS 18005(17). Here, use of computerized legal research was necessary to permit the
15 defense teams to prepare appropriate briefing of legal issues. **Ex. A., ¶11, Ex. C., ¶15, Ex. D, ¶*.**
16 Indeed, as one court stated, “the failure to use computerized legal research may be a basis for a
17 claim of malpractice in some instances.” *Am. Honda Motor Co. v. Motorcycle Info. Network, Inc.*,
18 No. 5:04-cv-12-Oc-10GRJ, 2007 U.S. Dist. LEXIS 97948, at *19 (M.D. Fla. Sep. 17, 2007). In this
19 matter, where the Court acknowledged that the case of a derivative plaintiff seeking his own
20 reinstatement to his former position was unique, the need to use the most up-to-the-minute legal
21 research resources must be deemed necessary. Additionally, as the docket indicates, there was
22 extensive briefing of many issues in this matter, including multiple theories for dismissal and
23 summary judgment, discovery and privilege issues that required resort to appellate review by writ,
24 and other evidentiary issues.

25 Reading should be awarded **\$65,721.20** for its costs for computerized legal research.

26 **3) Courier Costs.**

27 Reading incurred \$2,473.74 for courier services. Costs incurred for courier services may be
28 awarded pursuant to NRS 18.005(17). *Bergmann v. Boyce*, 109 Nev. 670, 682, 856 P.2d 560, 568

(1993) (permitting award of “reasonable and necessary courier expenses under catch-all provision of NRS 18.005). Here, courier service was necessary to bring courtesy copies to the Court, and for when in-person filing was necessary. Moreover, as the Court no doubt recalls, many of the motions heard before the Court were brought on shortened time, making trips to the RJC necessary for obtaining the Court’s approval of the orders shortening time, and making service by mail impractical. **Ex. A., ¶13.**

Reading should be awarded **\$2,473.74** for its costs for couriers.

4) Additional travel and meal expenses.

Reading also seeks recovery of the expenses incurred by out of town counsel and the Individual Defendants for travel to court proceedings. Counsel for the Director Defendants incurred \$82, 756.57 in travel expenses in order to appear at court proceedings. **Ex. C, ¶ 17; Ex. D, ¶ 18.** Reading incurred \$87,657.20 in travel and lodging expenses for Reading’s General Counsel, and the Director Defendants to travel and lodging to court proceedings and for witness preparation for trial. **Ex. B, ¶ 6.** Additionally, Reading incurred \$16,067.67 for its counsel to travel to its corporate headquarters or other locations in order to meet with Company management to discuss the litigation and to prepare witnesses. **Ex. A, ¶ 14.**

Because it was anticipated that the January 8, 2018 trial would last at least 15 days, during which time Reading’s General Counsel would be present as Reading’s representative, Reading leased residential space for the anticipated trial period. **Ex. B, ¶8.** Leasing such space was projected to result in a cost savings over the cost of a daily hotel rate.. *Id.* It was reasonable to lease such space for such time period, as Reading had no reason to anticipate that Plaintiff would claim a sudden medical emergency to prevent the commencement of the trial.

Reading also incurred \$6,099.27 in costs associated with a temporary satellite office space for its executive officers. *Id.* As Plaintiff had asserted that he intended to call upon virtually all of the Reading’s executive officers for testimony, it was essential that a satellite office be established to allow Reading’s executive officers to continue to operate and run the company effectively and efficiently. Such space was also expected to be used as a meeting place for Director Defendants and executive officers to discuss strategy and otherwise address the numerous issues that must be

attended to during the trial. **Ex. B, ¶ 10.**

In *Las Vegas Land Partners, LLC v. Nype*, No. 68819, n. 3, (Nev. Nov. 14, 2017), the Supreme Court upheld, under the catch-all provision of NRS 18.005(17), the district court's award to the successful party for expenses for his own travel, lodging, and meal expenses. While it is not clear whether all of the travel expenses were for attendance at trial or at a mediation, the approved expense was obviously not incurred for deposition purposes, because the Court relied on the catch all provision. In making its ruling, the Supreme Court cited with approval *Madison Capital Co. v. Star Acquisition VIII*, 214 P.3d 557, 561 (Colo. App. 2009) (approving expenses for out of town counsel to attend court proceeding). Reading should be reimbursed *** for the expenses incurred for its Directors and representatives to travel for trial preparation and court proceedings.

5. Parking Expenses

Reading seeks \$1,470.15 for parking expenses. **Ex. A, ¶ 15.** Parking has been acknowledged as an expense that may be necessary under the catchall provision. See *Brochu v. Foote Enters., Inc.*, 381 P.3d 596, (Nev. 2012) (noting that expenses of parking could be deemed reasonable with appropriate documentation). As the Judge Israel stated when granting **\$5,354.55** in parking expenses:

First, the reality is the various attorneys, legal assistants, parties and witnesses do not work or reside near the Regional Justice Center located in downtown Las Vegas, Nevada. *Second*, vehicular transportation was necessary to carry not only persons, but also the extensive exhibits to and from the courthouse, as well as to/from the various offices where depositions were taken. Obviously, these vehicles need to be staged somewhere near the courthouse and lawyers' offices throughout the litigation and ultimately, trial.

Aventine-Tramonti Homeowners Ass'n v. Vanguard Piping Sys., 2013 Nev. Dist. LEXIS 203, *20-21 (Eighth Jud. Dist Court, Dept. 22, Dec. 30, 2013). Here, Reading incurred charges for parking for court proceedings, and also at many of the depositions. See **Ex. A., ¶15.**

6. Cost of a trial suite and housing for staff for January 2018 Trial.

In preparation for the trial scheduled for January 8, 2018, Reading leased a suite of office space near the Regional Justice Center courtroom for use as a trial suite. This suite allowed the defense team of lawyers and paralegals, the majority of whom were from out of town, to have a

1 close location to set up necessary computer and other support operations, as well as space to permit
2 the entire trial team to meet for purposes of strategy. Ex. B, ¶¶ Neither Greenberg Traurig's Las
3 Vegas offices, not those of the local counsel, could have accommodated the number of attorneys
4 and staff who were needed for the trial proceedings, particularly given that the trial was anticipated
5 to last several weeks. *Id.* at ¶¶ A close location is needed during trial, as documents may needed to
6 be created quickly, or exhibits unexpectedly redacted due to in-court evidentiary rulings, and staff
7 who are in distant offices may not be able to respond quickly enough to provide the needed
8 materials in a timely manner. *Id.* At least one court has indicated that that temporary office space for
9 out of town counsel is a trial necessity. *See Sanofi-Aventis Deutschland GmbH v. Genentech, Inc.*,
10 607 F. Supp. 2d 769, 779-80 (E.D. Tex. 2009) (denying motion to change venue in part because
11 necessary cost of temporary office space for out of town counsel would be less expensive in
12 existing forum than in proposed new venue).

13 **CONCLUSION**

14 For the reasons stated above, this Court should grant Reading its costs in the amount of
15 \$2,917,257.00.

16 DATED this 24th day of August 2018

GREENBERG TRAURIG, LLP

/s/ Mark E. Ferrario

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

KARA B. HENDRICKS, ESQ. (NV Bar No. 7743)

TAMI D. COWDEN, ESQ. (NV Bar No. 8994)

3773 Howard Hughes Parkway

Suite 400 North

Las Vegas, Nevada 89169

Counsel for Reading International, Inc.

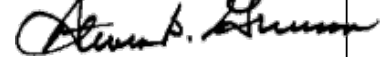
CERTIFICATE OF SERVICE

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 *Verified Memorandum of Costs Submitted by Reading International, Inc., on Behalf of Itself and All Director Defendants* 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 24th day of August 2018

/s/ Andrea Lee Rosehill

AN EMPLOYEE OF GREENBERG TRAURIG, LLP



1 **APEN**
2 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)
3 KARA B. HENDRICKS, ESQ. (NV Bar No. 7743)
4 TAMI D. COWDEN, Esq. (NV Bar No. 8994)
5 GREENBERG TRAUIG, LLP
6 3773 Howard Hughes Parkway, Suite 400 North
7 Las Vegas, Nevada 89169
8 Telephone: (702) 792-3773
9 Facsimile: (702) 792-9002
10 Email: ferrariom@gtlaw.com
11 hendricksk@gtlaw.com
12 cowdent@gtlaw.com
13 *Counsel for Reading International, Inc.*

9 **EIGHTH JUDICIAL DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

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

14 Plaintiff,

15 v.

16 MARGARET COTTER, et al,

17 Defendants.

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

APPENDIX OF EXHIBITS TO
MEMORANDUM OF COSTS
SUBMITTED BY READING
INTERNATIONAL, INC.

EXHIBIT	DESCRIPTION	PAGE NOS.
A	Declaration of Mark E. Ferrario, and Exhibits thereto	
B	Declaration of Craig Tompkins, and Exhibits thereto	
C	Declaration of Marshall Searcy, and Exhibits thereto	
D	Declaration of Shoshana Bannett, and Exhibits thereto	

25 DATED this 24th day of August 2018

GREENBERG TRAUIG, LLP

/s/ Mark E. Ferrario

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

Las Vegas, Nevada 89169

Counsel for Reading International, Inc.

Page 1 of 3

LV 421195048v1

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 1st day of September 2017, I caused a true and correct copy of the forgoing *Appendix of Exhibit Memorandum of Costs Submitted by Reading International, Inc.* to be filed and served via the Court's e-filing system upon the parties listed below. 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 24th day of August, 2018.

/s/ Andrea Lee Rosehill
An Employee of Greenberg Traurig, LLP

EXHIBIT A

1 **DEC**
2 MARK E. FERRARIO, ESQ.
3 (NV Bar No. 1625)
4 KARA B. HENDRICKS, ESQ.
5 (NV Bar No. 7743)
6 TAMI D. COWDEN, Esq.
7 (NV Bar No. 8994)
8 GREENBERG TRAURIG, LLP
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12 Telephone: (702) 792-3773
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14 Email: ferrariom@gtlaw.com
15 hendricksk@gtlaw.com
16 cowdent@gtlaw.com
17 *Counsel for Reading International, Inc.*

18 **EIGHTH JUDICIAL DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 JAMES J. COTTER, JR., individually and
21 derivatively on behalf of Reading
22 International, Inc.,

23 Plaintiff,

24 v.

25 MARGARET COTTER, et al,

26 Defendants.

27 **Case No. A-15-719860-B**

28 Dept. No. XI

DECLARATION OF COUNSEL MARK
E. FERRARIO IN SUPPORT OF
MEMORANDUM OF COSTS
SUBMITTED BY READING
INTERNATIONAL, INC.

29 **AFFIDAVIT OF COUNSEL MARK E. FERRARIO,**

30 I, Mark E. Ferrario, state and declare as follows:

31 1. I am a member of the bar of the Nevada, and am an attorney with Greenberg Traurig,
32 LLP, attorneys for Defendant Reading International, Inc. ("Reading"). I make this declaration
33 based upon personal, firsthand knowledge, except where stated to be on information and belief, and
34 as to that information, I believe it to be true. If called upon to testify as to the contents of this
35 Declaration, I am legally competent to testify to its contents in a court of law.

36 2. Attached to this declaration are Exhibits 1-12. Exhibits 1-7, and 9-12 contain true
37 and correct printouts of disbursement records maintained in the ordinary course of business by my

1 law firm, organized by category and denoting expenses incurred by Reading or by this firm on
2 behalf of Reading, and related to this litigation. Each entry records the pertinent details, including
3 purpose and expense, of the service provided to Reading by the firm, of invoices sent to the firm by
4 the vendors, and/or the details of receipts (accompanied by written narrative explanations where
5 appropriate) provided by the attorneys or the paralegal who claimed reimbursement for the listed
6 item. Copies of the source documents for this compilation are available for review by the Court if
7 desired. Exhibit 2 contains is a true and correct copy a printout of the record of financial
8 assessments maintained by this Court. Exhibit 8 contains a true and correct copy of the pertinent
9 portions of Greenberg Traurig's Travel Reimbursement Policy.

10 3. Except where otherwise stated, the expenses included within this declaration and its
11 attached exhibits include only the expenses incurred by Reading for its own defense in this
12 litigation, and not through its indemnification obligations for the Individual Director Defendants.
13 Additional expenses incurred by Reading, that were billed directly to Reading, are set forth in
14 Exhibit B, and exhibits thereto, which contains the Declaration of Craig Tompkins, Reading's
15 General Counsel. The Director Defendants' expenses, for which Reading is statutorily obligated to
16 indemnify the Directors, are set forth in the Declarations of Marshall Searcy and Shoshana Bannet,
17 which are also attached as exhibits C and D to Reading's Memorandum of Costs.

18 4. Reading incurred \$3770.24 in clerk's filing fees, including fees for its initial
19 appearance as a defendant, the business court filing fee, the dispositive motion filing fees, and e-
20 filing fees. The payment of such fees is mandated by statute or court rule **See Ex. 1, Filing Fee**
21 **Disbursement Details;**

22 5. Reading incurred \$53,344.70 in fees paid to court reporters related to depositions,
23 including for costs of a copy of the written transcript and a copy of the video recording. **See Exhibit**
24 **2, Record of Deposition Disbursements.** This includes expenses for such copies for the 17
25 witnesses deposed by at the behest of Plaintiff, and for the 8 witnesses deposed by the Individual
26 Defendants. Reading did not itself notice any depositions. However, I concur with the reasons
27 stated by Marshall Searcy in his Declaration, ¶ 4, with respect to the need to obtain the copies of the
28

1 deposition transcripts and to conduct the depositions of Plaintiff's witnesses. See also the reasons
2 stated in Paragraph 9 as to the necessity of participation in depositions by Reading.

3 6. Reading did not individually retain any expert witnesses. However, as defendant in
4 an action wherein the relief sought included the reinstatement of a terminated officer, Reading
5 benefitted from the retention of the expert witnesses by the Individual Defendants, for the reasons
6 stated by Marshall Searcy, Ex. C, ¶¶ 4-9, and by Shoshana Bannet, Ex. D, ¶¶ 4.

7 7. Reading incurred \$3,794.89 in expenses for fees paid to the official reporter (or
8 Clark County, for transcripts of proceedings. **See Exhibit 3, Official Reported Expenses.** Such
9 transcripts were necessary to permit Defendants to prepare draft orders in accordance with court
10 rulings, and to otherwise assure an accurate record of the Court's directives made in hearings. *Id*

11 8. Reading incurred \$2,930.27 in expenses for scanning and printing copies. **See Ex. 4**
12 **Scanning/Printing Disbursement.** Greenberg Traurig did not charge Reading for scanning or
13 printing of documents internally, but did pass on the cost of such scanning or copying when outside
14 vendors were used to copy or scan documents. Reading incurred expenses for copies where it
15 needed to send hard copies of documents to the Readings representatives, to other parties, and
16 where copies of exhibits were needed for depositions. Physical or electronic copies of pleadings,
17 briefs and exhibits were also made when needed to take to Court for use during hearings, for use
18 during strategy meetings among counsel, and for the exhibit binders prepared in anticipated of the
19 aborted January 2018 trial.

20 9. Reading incurred \$250.96 in expenses for reasonable costs telephone conference.
21 Such conferences were necessary to allow the multiple members of the defense teams to participate
22 in discussions of strategy and updates as to events in the litigation. Additionally, at times, Reading
23 hosted Court telephone conference hearings. **See Ex. 5, Telephone Conferences.**

24 10. Reading incurred \$593.68 in expenses for reasonable costs for postage, i.e., shipping
25 charges. **See Ex. 6, Postage/Shipping Disbursement.** My office is in Nevada, while Reading's
26 corporate offices are located in California. Postage expenses were incurred when documents were
27 sent to the client, and also, when it was necessary, pursuant to discovery obligations, to send either
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1 hard copies, or at times, disks or drives containing scanned copies of voluminous documents, to
2 other parties.

3 11. Reading incurred \$24,008.36 in expenses for reasonable costs for travel and lodging
4 incurred taking depositions and conducting discovery. **Ex. 7, Deposition Travel Disbursement.** A
5 total of 49 depositions, involving 25 witnesses, were taken in this matter. Seventeen of those
6 witnesses were deposed at the behest of the Plaintiff. In setting depositions, the Parties agreed to
7 accommodate the convenience of the witnesses in terms of location where possible. Accordingly,
8 as none of the witnesses lived in Nevada, not a single deposition in this matter occurred in this state.
9 Instead, most depositions were held in various cities in Southern California, while others took place
10 in New York, Massachusetts, Missouri, Pennsylvania, and in Northern California. Accordingly, an
11 attorney for Reading was required to travel out of state for each deposition. Significantly, holding
12 the depositions within Nevada would not have offered any costs savings, as counsel for the Director
13 Defendants do not have offices in Nevada. Additionally, Plaintiff's lead counsel, who took most if
14 not all of the depositions noticed by Plaintiff, moved out of Nevada during the pendency of this
15 matter.

16 The presence of a Reading attorney at such depositions was necessary to protect the interests
17 of Reading, including the opportunity to make appropriate objections. Additionally, the presence of
18 counsel for Reading was necessary to protect its attorney-client privilege, especially in light of the
19 fact that eight of its Reading's Directors and two of its general counsel were deposed – often over
20 multiple days. Moreover, as a party that this Court repeatedly recognized had a right to substantive
21 participation, Reading was also entitled to protect its interests by examining the witnesses deposed
22 by the other parties, to determine the precise nature of their likely trial testimony. Furthermore, it is
23 increasingly customary for deposition testimony to be used in lieu of trial testimony, and
24 accordingly, any voluntary failure to attend a deposition would risk the client being foreclosed from
25 any opportunity to ask pertinent questions of a witness whose testimony is used at trial, and thus, a
26 failure to adequately present the client. For these reasons, the attendance of an attorney
27 representing Reading was necessary for each deposition.

1 Ex. 8 sets forth the policy of Greenberg Traurig with respect to reimbursement for travel
2 expenses. **Ex. 8, GT Travel Reimbursement Policy.** As can be seen, the firm does not permit
3 reimbursement for first class travel, luxury car rentals, mini-bar expenditures, entertainment, or
4 various personal expenses that might be incurred while away from home. Additionally, the firm has
5 obtained preferred rates for hotels in many areas, and requires that the rates for rooms booked at
6 other hotels in those areas be similar to or lower than such preferred facilities. Moreover, the firm
7 requires more than just credit card receipts, but instead, requires submission of the receipt or invoice
8 provided by the goods or service provider (except for reasonable tips). As compliance with these
9 policies is required for reimbursement, these policies provide evidence that the expenses set forth in
10 Ex. 7 are reasonable.

11 12. Reading incurred \$47,324.41 in expense for computerized legal research. **Ex. 9,**
12 **Computerized Legal Research Disbursement.** The disbursements here show only the cost to
13 access the computerized legal databases actually billed to the client, and does not include the
14 attorney time for performing the research. Computerized legal research was necessary in this
15 matter due to the complex legal issues involved in many years of motion's practice before the
16 Court, as well as several writ proceedings to the Supreme Court. Familiarity with the most current
17 legal doctrine and theory was necessary to develop strategy to support the defense against Plaintiff's
18 claims.

19 13. Reading incurred \$2,473.74 for courier expenses. **Exhibit 10, Courier**
20 **Disbursement.** Courier services were used to deliver documents primarily to the court for filing,
21 where electronic filing was not permitted due to required sealing of confidential information, for
22 delivery of courtesy copies to the Court, or for delivery of stipulations to other counsel original
23 signatures were required.

24 14. Reading was required to incur \$ 902,016.77 for E-Discovery services provided
25 through Navigant. **See Declaration of Craig Tompkins, Motion Ex. B.** Use of E-Discovery
26 services were necessary due to the document requests presented by Plaintiff, many of which
27 required searches of Reading's computer servers, email exchanges, and the like. Similarly,
28 scanning of documents was required to convert documents to searchable formats and to permit

1 timely document production other parties. The E-discovery services and scanning of documents
2 was necessary in order to permit Reading to comply with its discovery obligations.

3 15. Reading incurred \$16,067.67 for the expenses of its counsel travelling to meetings
4 to discuss litigation with Reading's Management and/or board members or committees. **Ex. 11,**
5 **Non-Deposition Travel Disbursement.** As noted above, my offices are located in Nevada, while
6 Reading's corporate headquarters are located in California. In order to engage in face to face
7 meetings to inform Readings management of events, and to discuss strategy, and prepare witnesses
8 for deposition and trial testimony, travel was necessary.

9 16. Reading incurred \$1,470.15 for parking. **Ex. 12, Parking Disbursement.** As the
10 Court is likely aware, parking in reasonable walking distance to the Regional Justice Center requires
11 payment at the rates set by the owner of the parking facility.

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

14 Dated this 24th day of August 2018.

15 /s/ Mark E. Ferrario
16 Mark E. Ferrario
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Exhibit 1

Date	Bill Num	Cost Code	Billed Amt	Narrative
8/21/2015	4069186	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0936483309011244 DATE: 9/1/2015 Filing Fees; 08/21/15 - Reading International, Inc.s Joinder to Margaret Cotter, Ellen Cotter, Douglas McEachern, Guy Adams and Edward Kanes Motion to Dismiss Complaint; Merchant: NVCOURT 7307279
9/4/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/04/15 - Initial Appearance Fee Disclosure; Merchant: NVCOURT 7355165
9/1/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/01/15 - Courtesy Filing of Motion to Compel Arbitration; Merchant: NVCOURT 7342932
9/4/2015	4087071	FILING	\$1,530.99	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/04/15 - Reading International, Inc.s Reply in Support of its Motion to Compel Arbitration; Merchant: NVCOURT 7340061
9/15/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0962502810061521 DATE: 10/6/2015 Filing Fees; 09/15/15 - Reading International, Inc.s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEacherns Motion to Dismiss Complaint; Merchant: NVCOURT 7385301
10/28/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1009166611171629 DATE: 11/17/2015
10/24/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1009166611171629 DATE: 11/17/2015
11/4/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1026399411251448 DATE: 11/25/2015
11/25/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1041384012012033 DATE: 12/1/2015
1/13/2016	4133513	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1089894501271544 DATE: 1/27/2016
3/10/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1164016703301424 DATE: 3/30/2016
3/10/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1164016703301424 DATE: 3/30/2016
3/18/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1173048604061457 DATE: 4/6/2016
3/19/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1173048604061457 DATE: 4/6/2016
3/30/2016	4201004	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1188335304201403 DATE: 4/20/2016
3/30/2016	4201004	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1188335304201403 DATE: 4/20/2016
4/12/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1215920105061341 DATE: 5/6/2016
5/25/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1267172706071321 DATE: 6/7/2016 Filing Fees; 05/25/16 - Reading International, Inc.s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEacherns Motion to Disqualify Intervening Plaintiffs; Merchant: NVCOURT 8212218
5/25/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1267172706071321 DATE: 6/7/2016 Filing Fees; 05/25/16 - Errata to Opposition to Intervenor Plaintiffs Motion for Preliminary Injunction; Merchant: NVCOURT 8212206
6/23/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1308394507121412 DATE: 7/12/2016
6/23/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1308394507121412 DATE: 7/12/2016
6/15/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1293978307121412 DATE: 7/12/2016
6/15/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1293907007121412 DATE: 7/12/2016
5/24/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1275727007121412 DATE: 7/12/2016
7/13/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1336588409011527 DATE: 9/1/2016
8/9/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1371560709011527 DATE: 9/1/2016
8/18/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1383189009011527 DATE: 9/1/2016

8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016
8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016
8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016
7/27/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1352939009011527 DATE: 9/1/2016
7/28/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1352939009011527 DATE: 9/1/2016
8/12/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1378238809011527 DATE: 9/1/2016
8/29/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016
8/29/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016
8/30/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016
9/15/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1418446909281343 DATE: 9/28/2016
9/7/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1408403609281343 DATE: 9/28/2016
9/8/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1408403609281343 DATE: 9/28/2016
10/3/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/03/16 - Reading International, Inc.s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP; Merchant: NVCOURT 8646362
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 5 Re Plaintiffs Claims Related to the Appointment of Ellen Cotter as CEO; Merchant: NVCOURT 8650687
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 2 on the Issue of Director Independence; Merchant: NVCOURT 8650670
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 1 Re Plaintiffs Termination and Reinstatement Claims; Merchant: NVCOURT 8650634
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Partial Summary Judgment No. 6 Re Plaintiffs Claims related to the Estates Option Exercise, the appointment of Margaret Cotter, the Compensation Packages of Ellen Cotter and Margaret Cotter, and the Additional Compensation to Margaret Cotter and Guy Adams; Merchant: NVCOURT 8650709
10/4/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to Defendants Motion in Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty; Merchant: NVCOURT 8650735
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion in for Partial Judgment No. 3 Re the Purported Unsolicited Offer; Merchant: NVCOURT 8651292

10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion in for Partial Judgment No. 4 Re Plaintiffs Claims Related to The Executive Committee; Merchant: NVCOURT 8651333
10/4/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Order Denying James J. Cotter Jr,s Motion for Partial Judgment and Granting RDIs Countermotion for Summary Judgment; Merchant: NVCOURT 8651371
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to Defendant William Goulds Motion for Summary Judgment; Merchant: NVCOURT 8651629
10/8/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1453401710211424 DATE: 10/21/2016
10/14/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016
10/14/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016
10/19/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016
10/21/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/21/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016
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11/29/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 152605012131412 DATE: 12/13/2016
11/30/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016
12/2/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016
12/2/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016
12/19/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1568618501041401 DATE: 12/31/2016
12/20/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1568618501041401 DATE: 12/31/2016
2/14/2017	4526013	FILING	\$250.00	VENDOR: Kinsey, Teri INVOICE#: 1647521603061512 DATE: 3/6/2017
2/11/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1637020203061512 DATE: 3/6/2017
2/10/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1637020203061512 DATE: 3/6/2017
3/3/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1674600303151320 DATE: 3/15/2017
3/20/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1697158403291302 DATE: 3/29/2017
3/27/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1709239904031508 DATE: 4/3/2017
4/15/2017	4526014	FILING	\$95.25	VENDOR: First Legal Network, LLC INVOICE#: 10085360 DATE: 4/15/2017 customer 21539, order 3300437 - filing
6/8/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1838878406261416 DATE: 6/26/2017
6/23/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1864972107051557 DATE: 7/5/2017
6/26/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1871213307051557 DATE: 7/5/2017
8/10/2017	4582156	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1949637108161905 DATE: 8/16/2017
9/6/2017	4614189	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1991814009121457 DATE: 9/12/2017

Exhibit 2

Date	Bill Num	Cost Code	Billed Amt	Narrative
5/27/2016	4242420	DEPO	\$520.00	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2639474 DATE: 5/27/2016 Certified deposition transcript of Brett Harriss
5/24/2016	4242420	DEPO	\$406.15	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2643276 DATE: 5/24/2016 Re Job No. 2299335 - Reading International v. Cotter - Witness: John Virant / Certified Transcript, Exhibits Scanned-Searchable OCR, and Electronic Delivery and Handling 05/09/16
5/12/2016	4242420	DEPO	\$2,122.85	VENDOR: Litigation Services - ACH INVOICE#: 1066227 DATE: 5/12/2016 certified copy - video deposition of Douglas McEachern
6/23/2016	4270581	DEPO	\$1,516.70	VENDOR: Litigation Services - ACH INVOICE#: 1072890 DATE: 6/23/2016 Certified Copy of Video Deposition of Edward Kane, Vol. III
6/30/2016	4270581	DEPO	\$1,524.45	VENDOR: Litigation Services - ACH INVOICE#: 1077185 DATE: 6/30/2016 315485 - Video Deposition of William Gould taken on 6/8/2016 re: Cotter Jr. vs. Cotter et al
5/6/2016	4270581	DEPO	\$1,456.70	VENDOR: Litigation Services - ACH INVOICE#: 1065079 DATE: 5/6/2016 One Certified Copy - Video Deposition of Guy Adams, Volume II in Los Angeles, CA
5/6/2016	4270581	DEPO	\$1,188.60	VENDOR: Litigation Services - ACH INVOICE#: 1065074 DATE: 5/6/2016 One Certified Copy - Video Deposition of Guy Adams, Volume 1 in Los Angeles, CA
7/6/2016	4270581	DEPO	\$901.75	VENDOR: Litigation Services and Technologies INVOICE#: 1077423 DATE: 7/6/2016 One Certified Copy of the Video Deposition of Margaret Cotter
7/14/2016	4270581	DEPO	\$1,717.80	VENDOR: Litigation Services and Technologies INVOICE#: 1077889 DATE: 7/14/2016 One Certified Copy of the Video Deposition of William Gould, Volume II
7/8/2016	4270581	DEPO	\$1,315.00	VENDOR: Litigation Services and Technologies INVOICE#: 1077610 DATE: 7/8/2016 One Certified Copy of the Video Deposition of William Ellis
7/7/2016	4270581	DEPO	\$1,129.35	VENDOR: Litigation Services and Technologies INVOICE#: 1078430 DATE: 7/7/2016 One Certified Copy of the Video Deposition of Ellen Cotter
7/21/2016	4270581	DEPO	\$1,719.75	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2695928 DATE: 7/21/2016 2343561 - Deposition of James J. Carter taken on 7/6/2016 re: Cotter v. Reading International
7/21/2016	4270581	DEPO	\$1,104.75	VENDOR: Litigation Services - ACH INVOICE#: 1079813 DATE: 7/21/2016 Certified copy of the Video deposition of Douglas McEachern Vol II re: Cotter Jr. vs Cotter et al
5/6/2016	4294950	DEPO	\$1,304.70	VENDOR: Litigation Services - ACH INVOICE#: 1065395 DATE: 5/6/2016 One Certified Copy - Video Deposition of Edward Kane, Volume 1, in San Diego, CA
8/11/2016	4294950	DEPO	\$618.50	VENDOR: Litigation Services - ACH INVOICE#: 1086177 DATE: 8/11/2016 Video Deposition of Timothy Storey on 8/3/16 re: Cotter Jr. vs. Cotter et al
11/10/2016	4380859	DEPO	\$1,882.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2798013 DATE: 11/10/2016 Deposition transcript and exhibits, Tiago Duarte-Silva
10/31/2016	4380859	DEPO	\$1,125.75	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2788776 DATE: 10/31/2016 Job No 2463317 - Transcript of John Finnerty
11/7/2016	4380859	DEPO	\$907.40	VENDOR: Litigation Services - ACH INVOICE#: 1105399 DATE: 11/7/2016 One certified copy of video deposition of Jonathan F. Foster

11/7/2016	4380859	DEPO	\$550.90	VENDOR: Litigation Services - ACH INVOICE#: 1105411 DATE: 11/7/2016 Certified copy of video deposition of Richard W. Roll
11/29/2016	4395265	DEPO	\$1,817.50	VENDOR: Litigation Services - ACH INVOICE#: 1111552 DATE: 11/29/2016 Certified copy of video deposition of Alfred E. Osborne, Jr., Ph.D.
11/29/2016	4395265	DEPO	\$703.50	VENDOR: Litigation Services - ACH INVOICE#: 1110515 DATE: 11/29/2016 Certified copy of video deposition of Bruce Strombom
12/12/2016	4395265	DEPO	\$727.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2827013 DATE: 12/12/2016 Deposition of Albert Nagy
12/19/2016	4395265	DEPO	\$732.20	VENDOR: Litigation Services - ACH INVOICE#: 1116607 DATE: 12/19/2016 Certified copy of deposition of Michael Klausner
3/15/2017	4526013	DEPO	\$881.05	VENDOR: Litigation Services - ACH INVOICE#: 1136660 DATE: 3/15/2017 Certified copy of Judy Coddling deposition
4/30/2017	4526014	DEPO	\$1,043.60	VENDOR: Litigation Services - ACH INVOICE#: 1148732 DATE: 4/30/2017 Certified copies of the video depositions of Ellen Cotter (632.35); and Doug McEachern (\$411.25)
7/20/2017	4565410	DEPO	\$2,008.35	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA3037703 DATE: 7/20/2017 2656312, Deposition of James Cotter, Vol. 4, Transcript Fee, Case: Cotter v. Reading International
10/3/2017	4632495	DEPO	\$671.00	VENDOR: Litigation Services - ACH INVOICE#: 1182282 DATE: 10/3/2017 Certified copy of video deposition of Alfred E. Osborne, Vol. II
11/20/2017	4684361	DEPO	\$125.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193109 DATE: 11/20/2017 RE: Copy of the Videography Services for the Deposition of Margaret Cotter, Volume I (Video)
11/20/2017	4684361	DEPO	\$100.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193122 DATE: 11/20/2017 RE: Copy of the Videography for the Deposition of Margaret Cotter, Vol III (Video)
11/20/2017	4684361	DEPO	\$100.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193119 DATE: 11/20/2017 RE: Copy of the Videography Services for the Deposition of Margaret Cotter, Volume II (Video)
4/26/2018	4773895	DEPO	\$348.55	VENDOR: Litigation Services - ACH INVOICE#: 1226850 DATE: 4/26/2018 Certified copy of deposition of Ed Kane (Vol. 5)
5/2/2018	4802500	DEPO	\$80.00	VENDOR: Clark County, Nevada INVOICE#: 76050218800 DATE: 5/2/2018 Recorder fees re hearing transcripts, 4/30/18 and 5/2/18
4/19/2018	4802500	DEPO	\$623.05	VENDOR: Litigation Services - ACH INVOICE#: 1225124 DATE: 4/19/2018 One certified copy of the video deposition of William Gould, Volume III taken on 4/5/18
3/29/2016	4201004	TRANCR	\$1,252.25	VENDOR: Litigation Services - ACH INVOICE#: 1059187 DATE: 3/29/2016 1 Certified Copy of Transcript of: Timothy Storey
5/26/2016	4226061	TRANCR	\$1,681.75	VENDOR: Litigation Services - ACH INVOICE#: 1068390 DATE: 5/26/2016 1 Certified Copy of Transcript of: Ellen Cotter, Volume I
5/28/2016	4226061	TRANCR	\$1,307.35	VENDOR: Litigation Services - ACH INVOICE#: 1068412 DATE: 5/28/2016 1 Certified copy of Transcript of: Ellen Cotter, Volume II

5/23/2016	4242420	TRANCR	\$1,767.25	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2641945 DATE: 5/23/2016 Re Job No. 2312188 - Reading International v. Cotter - Witness: James Cotter, Vol. 1 / Certified Transcripts, Exhibits, Rough Draft, Premium Depo Litigation Package, Production & Processing, and Shipping & Handling 05/16/16
5/19/2016	4242420	TRANCR	\$1,187.60	VENDOR: Litigation Services and Technologies INVOICE#: 1067549 DATE: 5/19/2016 1 Certified Copy of Transcript of Margaret Cotter, Volume II
5/19/2016	4242420	TRANCR	\$1,849.15	VENDOR: Litigation Services and Technologies INVOICE#: 1067421 DATE: 5/19/2016 1 Certified Copy of Transcript of Margaret Cotter, Volume I
5/16/2016	4242420	TRANCR	\$1,145.55	VENDOR: Litigation Services - ACH INVOICE#: 1065417 DATE: 5/16/2016 One Certified Copy of the Video Deposition of Edward Kane, Volume II
5/23/2016	4242420	TRANCR	\$1,687.25	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2641926 DATE: 5/23/2016 Re Job No. 2312191 - Reading International v. Cotter - Witness: James Cotter, Vol. 2 / Certified Transcript, Exhibits, Rough Draft, Premium Depo Litigation Package, Production & Processing, and Shipping & Handling 05/17/16
6/2/2016	4242420	TRANCR	\$749.35	VENDOR: Esquire Deposition/Doc Retrieval - ACH INVOICE#: INV0771124 DATE: 6/2/2016 Transcript, Condense, Application Fee and Handling
6/15/2016	4242420	TRANCR	\$1,892.75	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2663378 DATE: 6/15/2016 Certified Transcript and Exhibits
6/17/2016	4242420	TRANCR	\$1,468.85	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2666797 DATE: 6/17/2016 2324228 Deposition of Andrew Shapiro taken on 6/6/16 re: Cotter v. Reading International
7/7/2016	4270581	TRANCR	\$401.25	VENDOR: Litigation Services and Technologies INVOICE#: 1072895 DATE: 7/7/2016 One Certified Copy of the Video Deposition of Edward Kane, Volume IV
8/24/2016	4294950	TRANCR	\$601.85	VENDOR: Litigation Services and Technologies INVOICE#: 1088365 DATE: 8/24/2016 One Certified Copy of the Video Deposition of Robert Mayes
11/11/2016	4380859	TRANCR	\$1,242.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2794465 DATE: 11/11/2016 job 2463323, case Cotter v. Reading International
12/23/2016	4395265	TRANCR	\$1,170.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2838296 DATE: 12/23/2016 Job No 2489983, transcript of Richard A Spitz
11/7/2017	4684361	TRANCR	\$516.05	VENDOR: Litigation Services and Technologies INVOICE#: 1189692 DATE: 11/7/2017 RE: 1 Certified Copy of Transcript of Adams, Guy-Volume III; Rendered by Litigation Services and Technologies
4/19/2018	4823655	TRANCR	\$448.55	VENDOR: Litigation Services - ACH INVOICE#: 1226027 DATE: 4/19/2018 Transcript of deposition of Ellen Cotter, Volume III
			\$53,344.70	

Exhibit 3

Date	Bill Num	Cost Code	Billed Amt	Narrative
10/15/2015	4088315	DEPO	\$39.82	VENDOR: Hoyt, Florence M. INVOICE#: 76101515398 DATE: 10/15/2015 Hearing transcript - Motion to Compel Arbitration
10/21/2015	4088315	DEPO	\$68.78	VENDOR: Hoyt, Florence M. INVOICE#: 76102115687 DATE: 10/21/2015 Hearing transcript - 9/10/15 Motion to Dismiss, expedited
11/6/2015	4093869	DEPO	\$104.98	VENDOR: Hoyt, Florence M. INVOICE#: 1510109 DATE: 11/6/2015 Hearing transcript from 10/29/2015 Mandatory Rule 16 Conference and Motions
5/11/2016	4226061	DEPO	\$165.33	VENDOR: Hoyt, Florence M. INVOICE#: 1605063 DATE: 5/11/2016 Hearing transcript on Petitions and Motion to Coordinate Cases (telephone conference)
5/20/2016	4226061	DEPO	\$72.40	VENDOR: Hoyt, Florence M. INVOICE#: 1605062 DATE: 5/20/2016 Hearing transcript on Defendants Motion to Compel and Plaintiff s Motion to Coordinate Cases
5/26/2016	4242420	DEPO	\$63.28	VENDOR: Hoyt, Florence M. INVOICE#: 76052616632 DATE: 5/26/2016 Cost of official hearing transcript for re: T2 Motion for Preliminary Injunction
8/11/2016	4294950	DEPO	\$200.75	VENDOR: Hoyt, Florence M. INVOICE#: 1608102 DATE: 8/11/2016 Reporter fee for 8/9/2016 hearing transcript
8/30/2016	4294950	DEPO	\$192.72	VENDOR: Hoyt, Florence M. INVOICE#: 1608113 DATE: 8/30/2016 Transcript of hearings held on 8/30/2016
5/2/2018	4802500	DEPO	\$80.00	VENDOR: Clark County, Nevada INVOICE#: 76050218800 DATE: 5/2/2018 Recorder fees re hearing transcripts, 4/30/18 and 5/2/18
4/19/2016	4201004	TRANCR	\$54.24	VENDOR: Hoyt, Florence M. INVOICE#: 1604047 DATE: 4/19/2016 Charge for 4/14/16 hearing transcript
12/27/2016	4395265	TRANCR	\$42.94	VENDOR: Hoyt, Florence M. INVOICE#: 1612162 DATE: 12/27/2016 12/22/17 Status Check hearing transcript
6/19/2018	4823655	TRANCR	\$401.92	VENDOR: Hoyt, Florence M. INVOICE#: 1805021 DATE: 6/19/2018 James Cotter, Jr., v. Margaret Cotter, et al. - transcript services
6/19/2018	4823655	TRANCR	\$120.00	VENDOR: Clark County, Nevada INVOICE#: LV061918120 DATE: 6/19/2018 Cotter v. Cotter; hearing dates May 8, June 19th; 3 hours @ \$40 an hour recording fee.
9/23/2016	4321151	DEPO	\$108.60	VENDOR: Hoyt, Florence M. INVOICE#: 1608095 DATE: 9/23/2016 Transcript for hearing on motion for preliminary approval of settlement and plaintiffs motion to compel
10/31/2016	4344839	DEPO	\$902.88	VENDOR: Hoyt, Florence M. INVOICE#: 1610143 DATE: 10/30/2016 Transcript for hearing on various MSJs and MILs
11/14/2016	4380859	DEPO	\$126.70	VENDOR: Hoyt, Florence M. INVOICE#: 1610137 DATE: 11/14/2016 October 6, 2016 hearing transcript
12/13/2016	4395265	DEPO	\$27.12	VENDOR: Hoyt, Florence M. INVOICE#: 1612156 DATE: 12/13/2016 Plaintiffs Motion for Reconsideration - hearing transcript
12/31/2017	4684361	DEPO	\$358.38	VENDOR: Hoyt, Florence M. INVOICE#: 1712090 DATE: 12/31/2017 Hearing transcripts - 12/11/17 - MILs and Pretrial Conf; and 12/28 Mtn Recon/Stay
5/3/2018	4802500	DEPO	\$664.05	VENDOR: Hoyt, Florence M. INVOICE#: 1805017 DATE: 5/3/2018 Hearing transcripts court hearings held on 4/30/18 (Motion to Compel and Seal); and 5/2/18 (Evidentiary Hearing)
8/11/2016	4294950	RECORD	\$40.00	VENDOR: Clark County, Nevada INVOICE#: 76081116400 DATE: 8/11/2016 Recorder fee for 8/9/2016 hearing
8/30/2016	4294950	RECORD	\$40.00	VENDOR: Clark County, Nevada INVOICE#: 76083016400 DATE: 8/30/2016 Recording fees regarding August 30, 2016 hearings
		Total	\$3,794.89	

Exhibit 4

Date	Bill Num	Cost Code	Billed Amt	Narrative
12/31/2015	4133513	PRINT	\$112.42	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 91368 DATE: 12/31/2015 Job 93444 - Print Documents slip sheet per file and insert into binders, Black and White Blowbacks and Ring Binders
3/18/2016	4201004	PRINT	\$676.44	VENDOR: Keystone Document Discovery-ACH INVOICE#: 29013 DATE: 3/18/2016 Job: 35866, On-site scanning, PDF creation, OCR, Indexing, On-Site equipment Set-UP, Mileage
2/29/2016	4157562	PROF	\$544.82	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 91853 DATE: 2/29/2016 Print documents x2, 1 set stapled and slip sheeted per document and place in to a redweld, 1 set tabbed and inserted into a binder - Black & White Blowbacks, Color Digital, Regular Tabs, Redweld Folders and 4 Round ring binder
4/30/2016	4242420	PROF	\$444.52	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 92439 DATE: 4/30/2016 Print Documents x2 3 Hole Punch and Insert into Binders, Tab per Index
12/9/2016	4395265	PROF	\$330.07	VENDOR: Holo Discovery INVOICE#: 1694 DATE: 12/9/2016 E-Discovery Data Imaging: Process and Image Native files to PDF or Tiff while maintaining metadata
8/30/2015	4069186	SERVIC	\$349.35	VENDOR: F1 Discovery INVOICE#: 1642 DATE: 8/30/2015 Project Name: Cotter v. Reading International Project Period: 8/20/2015 - Electronic File Processing;OCR Processing; Native File Production
8/31/2015	4069186	SERVIC	\$156.19	VENDOR: F1 Discovery INVOICE#: 1638 DATE: 8/31/2015 Project Name: Cotter v. Reading International Project Period: 8/12/2015 - Electronic File Processing;OCR Processing; Native File Production
10/16/2017	4701329	SERVIC	\$278.96	VENDOR: Holo Discovery INVOICE#: 3648 DATE: 10/16/2017 Color Digital Printing, tabs, binders
9/18/2015	4087071	SERVIC	\$37.50	VENDOR: F1 Discovery INVOICE#: 1678 DATE: 9/18/2015 Project Name: Cotter v. Reading International Period: September 2015 - Project Management
		Total	\$2,930.27	

Exhibit 5

Date	TKPR Name	Cost Code	Base Amt	Narrative
8/16/2015	Bonner, Michael J.	CCALL	\$4.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-081615 DATE: 8/16/2015
8/16/2015	Ferrario, Mark E.	CCALL	\$10.51	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-081615 DATE: 8/16/2015
8/23/2015	Bonner, Michael J.	CCALL	\$5.97	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-082315 DATE: 8/23/2015
8/23/2015	Heller, Lawrence	CCALL	\$1.43	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-082315 DATE: 8/23/2015
8/30/2015	Coburn, Lance	CCALL	\$2.91	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-083015 DATE: 8/30/2015
9/6/2015	Ferrario, Mark E.	CCALL	\$4.45	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015
9/6/2015	Coburn, Lance	CCALL	\$3.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015
9/6/2015	Coburn, Lance	CCALL	\$5.38	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015
9/13/2015	Agee, Kimberly M.	CCALL	\$11.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015
9/13/2015	Ferrario, Mark E.	CCALL	\$1.94	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015
9/13/2015	Coburn, Lance	CCALL	\$2.76	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015
9/13/2015	Coburn, Lance	CCALL	\$1.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015
9/13/2015	Coburn, Lance	CCALL	\$1.69	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015
9/20/2015	Agee, Kimberly M.	CCALL	\$1.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015
9/20/2015	Coburn, Lance	CCALL	\$2.88	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015
9/20/2015	Coburn, Lance	CCALL	\$0.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015
9/27/2015	Rowen, Eric	CCALL	\$1.38	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015
9/27/2015	Ferrario, Mark E.	CCALL	\$4.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015
9/27/2015	Hendricks, Kara B.	CCALL	\$1.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015
10/4/2015	Rowen, Eric	CCALL	\$5.50	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015
10/4/2015	Ferrario, Mark E.	CCALL	\$1.66	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015
10/4/2015	Coburn, Lance	CCALL	\$6.24	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015
10/11/2015	Hendricks, Kara B.	CCALL	\$0.90	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-101115 DATE: 10/11/2015
10/18/2015	Ferrario, Mark E.	CCALL	\$2.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-101815 DATE: 10/18/2015
10/25/2015	Coburn, Lance	CCALL	\$4.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-102515 DATE: 10/25/2015
11/1/2015	Ferrario, Mark E.	CCALL	\$2.52	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110115 DATE: 11/1/2015
11/1/2015	Coburn, Lance	CCALL	\$7.56	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110115 DATE: 11/1/2015
11/15/2015	Coburn, Lance	CCALL	\$1.13	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-111515 DATE: 11/15/2015
1/10/2016	Ferrario, Mark E.	CCALL	\$1.24	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-011016 DATE: 1/10/2016
2/1/2016	Ferrario, Mark E.	CCALL	\$3.69	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-020116 DATE: 2/1/2016
2/14/2016	Hendricks, Kara B.	CCALL	\$0.42	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-021416 DATE: 2/14/2016
2/14/2016	Hendricks, Kara B.	CCALL	\$0.68	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-021416 DATE: 2/14/2016
4/17/2016	Hendricks, Kara B.	CCALL	\$1.44	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-041716 DATE: 4/17/2016
5/29/2016	Ferrario, Mark E.	CCALL	\$4.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052916 DATE: 5/29/2016
5/29/2016	Ferrario, Mark E.	CCALL	\$5.25	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052916 DATE: 5/29/2016
6/26/2016	Ferrario, Mark E.	CCALL	\$5.05	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016
6/26/2016	Ferrario, Mark E.	CCALL	\$4.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016
7/10/2016	Ferrario, Mark E.	CCALL	\$3.59	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-071016 DATE: 7/10/2016
9/4/2016	Hendricks, Kara B.	CCALL	\$0.88	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090416 DATE: 9/4/2016

9/18/2016	Hendricks, Kara B.	CCALL	\$1.19	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091816 DATE: 9/18/2016
10/9/2016	Bonner, Michael J.	CCALL	\$2.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100916 DATE: 10/9/2016
10/30/2016	Hendricks, Kara B.	CCALL	\$10.33	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-103016 DATE: 10/30/2016
11/20/2016	Hendricks, Kara B.	CCALL	\$13.13	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-112016 DATE: 11/20/2016
11/27/2016	Hendricks, Kara B.	CCALL	\$3.03	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-112716 DATE: 11/27/2016
12/4/2016	Hendricks, Kara B.	CCALL	\$11.12	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-120416 DATE: 12/4/2016
12/4/2016	Hendricks, Kara B.	CCALL	\$6.97	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-120416 DATE: 12/4/2016
1/8/2017	Ferrario, Mark E.	CCALL	\$1.94	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-010817 DATE: 1/8/2017
1/8/2017	Ferrario, Mark E.	CCALL	\$1.67	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-010817 DATE: 1/8/2017
1/29/2017	Hendricks, Kara B.	CCALL	\$0.95	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-012917 DATE: 1/29/2017
4/2/2017	Hendricks, Kara B.	CCALL	\$2.30	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-040217 DATE: 4/2/2017
4/2/2017	Hendricks, Kara B.	CCALL	\$8.71	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-040217 DATE: 4/2/2017
4/16/2017	Bonner, Michael J.	CCALL	\$2.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-041617 DATE: 4/16/2017
7/9/2017	Bonner, Michael J.	CCALL	\$2.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-070917 DATE: 7/9/2017
7/9/2017	Bonner, Michael J.	CCALL	\$1.48	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-070917 DATE: 7/9/2017
7/30/2017	Ferrario, Mark E.	CCALL	\$0.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-073017 DATE: 7/30/2017
9/24/2017	Ferrario, Mark E.	CCALL	\$1.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092417 DATE: 9/24/2017
11/5/2017	Ferrario, Mark E.	CCALL	\$1.32	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110517 DATE: 11/5/2017
11/13/2017	Hendricks, Kara B.	CCALL	\$2.52	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-111317 DATE: 11/13/2017
12/24/2017	Cowden, Tami D.	CCALL	\$5.25	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-122417 DATE: 12/24/2017
3/4/2018	Ferrario, Mark E.	CCALL	\$1.21	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-030418 DATE: 3/4/2018
5/6/2018	Ferrario, Mark E.	CCALL	\$7.15	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018
5/6/2018	Ferrario, Mark E.	CCALL	\$1.05	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018
5/6/2018	Hendricks, Kara B.	CCALL	\$1.80	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018
5/13/2018	Hendricks, Kara B.	CCALL	\$1.58	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018
5/13/2018	Hendricks, Kara B.	CCALL	\$3.45	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018
5/13/2018	Hendricks, Kara B.	CCALL	\$1.96	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018
5/20/2018	Ferrario, Mark E.	CCALL	\$0.95	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052018 DATE: 5/20/2018
6/3/2018	Ferrario, Mark E.	CCALL	\$2.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-060318 DATE: 6/3/2018
6/10/2018	Ferrario, Mark E.	CCALL	\$2.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018
6/10/2018	Ferrario, Mark E.	CCALL	\$3.30	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018
6/10/2018	Ferrario, Mark E.	CCALL	\$3.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018
6/10/2018	Ferrario, Mark E.	CCALL	\$3.49	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018
		TOTAL	\$250.96	

Exhibit 6

Date	Bill Num	Cost Code	Billed Amt	Narrative
8/12/2015	4069186	UPS	\$17.97	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00081515328 DATE: 8/15/2015
10/29/2015	4093869	UPS	\$7.91	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00103115287 DATE: 10/31/2015
10/29/2015	4093869	UPS	\$7.91	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00103115287 DATE: 10/31/2015
12/11/2015	4114288	UPS	\$8.03	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121915333 DATE: 12/19/2015
12/23/2015	4114288	UPS	\$8.03	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00122615297 DATE: 12/26/2015
12/11/2015	4114288	UPS	(\$3.84)	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00010216179 DATE: 1/2/2016
4/27/2016	4226061	UPS	\$99.40	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00043016281 DATE: 4/30/2016
4/29/2016	4226061	UPS	\$10.24	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016
5/4/2016	4226061	UPS	\$8.68	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016
4/29/2016	4226061	UPS	\$17.67	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016
4/29/2016	4226061	UPS	\$0.94	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016
4/29/2016	4226061	UPS	\$2.63	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016
6/6/2016	4270581	UPS	\$13.17	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00061116308 DATE: 6/11/2016
6/9/2016	4270581	UPS	\$17.15	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00061116308 DATE: 6/11/2016
9/16/2016	4321151	UPS	\$51.29	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00092416320 DATE: 9/24/2016
10/19/2016	4344839	UPS	\$49.07	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00102216351 DATE: 10/22/2016
10/28/2016	4380859	UPS	\$10.96	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00110516268 DATE: 11/5/2016
10/28/2016	4380859	UPS	\$7.89	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00110516268 DATE: 11/5/2016
10/28/2016	4380859	UPS	\$1.77	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00111216250 DATE: 11/12/2016
10/28/2016	4380859	UPS	(\$2.81)	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00111216250 DATE: 11/12/2016
10/28/2016	4380859	UPS	(\$4.13)	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00111216250 DATE: 11/12/2016
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017
10/17/2017	4654116	UPS	\$21.07	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00102117331 DATE: 10/21/2017
10/16/2017	4654116	UPS	\$117.14	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00102117331 DATE: 10/21/2017
12/12/2017	4701329	UPS	\$10.42	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121617292 DATE: 12/16/2017
12/13/2017	4701329	UPS	\$26.00	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121617292 DATE: 12/16/2017
12/13/2017	4701329	UPS	(\$13.63)	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00123017217 DATE: 12/30/2017
12/13/2017	4701329	UPS	\$0.20	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00123017217 DATE: 12/30/2017
12/29/2017	4701329	UPS	\$51.30	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00010618176 DATE: 1/6/2018
		Total	\$593.68	

Exhibit 7

Date	Bill Num	Cost Code	Billed Amt	Narrative					
4/27/2016	4226061	MEALS	\$70.69	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
4/28/2016	4226061	MEALS	\$14.77	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
4/29/2016	4226061	MEALS	\$18.90	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
5/5/2016	4226061	MEALS	\$21.09	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016					
5/12/2016	4242420	MEALS	\$110.65	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/17/2016	4242420	MEALS	\$128.95	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/19/2016	4242420	MEALS	\$110.25	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/3/2016	4242420	MEALS	\$63.82	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/31/2016	4242420	MEALS	\$13.69	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/10/2016	4242420	MEALS	\$33.42	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/10/2016	4242420	MEALS	\$8.29	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/9/2016	4242420	MEALS	\$10.47	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/10/2016	4242420	MEALS	\$16.04	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
7/7/2016	4270581	MEALS	\$7.50	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
6/29/2016	4270581	MEALS	\$45.24	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016					
6/13/2016	4270581	MEALS	\$72.97	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/14/2016	4270581	MEALS	\$92.50	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/15/2016	4270581	MEALS	\$249.45	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/16/2016	4270581	MEALS	\$19.02	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/28/2016	4270581	MEALS	\$34.25	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/29/2016	4270581	MEALS	\$16.28	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/30/2016	4270581	MEALS	\$48.33	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/30/2016	4270581	MEALS	\$11.27	VENDOR: Swanis, Eric W. INVOICE#: 1328451807271121 DATE: 7/27/2016					
5/18/2016	4294950	MEALS	\$8.10	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508121103 DATE: 8/12/2016					
6/16/2016	4294950	MEALS	\$4.95	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016					
8/3/2016	4294950	MEALS	\$25.80	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/2/2016	4294950	MEALS	\$64.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/18/2016	4294950	MEALS	\$19.26	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016					
8/18/2016	4294950	MEALS	\$13.68	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016					
8/18/2016	4294950	MEALS	\$22.53	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016					
9/30/2016	4380859	MEALS	\$4.95	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016					
11/6/2016	4395265	MEALS	\$49.61	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016					
11/7/2016	4526012	MEALS	\$7.70	VENDOR: Ferrario, Mark E. INVOICE#: 1628875402101127 DATE: 2/10/2017					
10/17/2017	4654116	MEALS	\$104.89	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017					
10/17/2017	4654116	MEALS	\$71.31	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017					
10/18/2017	4654116	MEALS	\$48.52	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017					
10/18/2017	4654116	MEALS	\$24.81	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017					
2/28/2018	4797233	MEALS	\$8.80	VENDOR: Ferrario, Mark E. INVOICE#: 2374723803291135 DATE: 3/29/2018 Breakfast; 02/28/18 - Deposition of Doug McEachern; Merchant: The Garden Cafe					
		Total	\$1,696.75						
2/11/2016	4157562	TRAV	\$267.27	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 00 67751770015 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: LAX LAS					
2/11/2016	4157562	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 00 67751770015 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: Travel agency service fee					
2/11/2016	4157562	TRAV	\$222.04	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 52 62182355519 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: LAS LAX					
2/11/2016	4157562	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 52 62182355519 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: Travel agency service fee					
2/12/2016	4157562	TRAV	\$43.86	VENDOR: Ferrario, Mark E. INVOICE#: 1147067503071305 DATE: 3/7/2016					

4/26/2016	4226061	TRAV	\$450.98	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087884 DATE: 5/2/2016 Tkt. No. 52 62404827077 Swanis/Eric William Air/Rail Travel on 04/27/2016: LAS LAX LAS					
4/26/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087884 DATE: 5/2/2016 Tkt. No. 89 00675377168 Swanis/Eric William Air/Rail Travel on 04/26/2016: Travel agency service fee					
4/29/2016	4226061	TRAV	\$254.06	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
4/29/2016	4226061	TRAV	\$577.84	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
4/29/2016	4226061	TRAV	\$80.00	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016					
5/6/2016	4226061	TRAV	\$24.98	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016					
5/5/2016	4226061	TRAV	\$24.98	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016					
5/6/2016	4226061	TRAV	\$415.90	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016					
4/28/2016	4226099	TRAV	\$225.78	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 00 17770663479 Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAS LAX					
4/28/2016	4226099	TRAV	\$0.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 00 17770663479 Hendricks/Kara B Air/Rail Travel on 05/12/2016: Travel agency service fee					
4/28/2016	4226099	TRAV	\$0.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 00 17770663479 Hendricks/Kara B Air/Rail Travel on 05/12/2016: Travel agency service fee					
4/28/2016	4226099	TRAV	\$447.38	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405380470 Hendricks/Kara B Air/Rail Travel on 05/02/2016: LAS SAN LAS					
4/28/2016	4226099	TRAV	\$0.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405380470 Hendricks/Kara B Air/Rail Travel on 05/02/2016: Travel agency service fee					
4/30/2016	4226099	TRAV	(\$447.38)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405380470 Hendricks/Kara B Air/Rail Travel on 05/02/2016: LAS SAN LAS					
4/30/2016	4226061	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 89 00675559231 Hendricks/Kara B Air/Rail Travel on 04/30/2016: Travel agency service fee					
4/28/2016	4226099	TRAV	\$228.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 98 47770663480 Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAX LAS					
4/28/2016	4226061	TRAV	\$450.98	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405443521 Swanis/Eric William Air/Rail Travel on 05/05/2016: LAS LAX LAS					
4/28/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405443521 Swanis/Eric William Air/Rail Travel on 05/05/2016: Travel agency service fee					
5/10/2016	4226061	TRAV	\$422.20	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409028182 - Ferrario/Mark E Air/Rail Travel on 05/11/2016: LAS LAX LAS					
5/10/2016	4226061	TRAV	\$211.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409086388 - Ferrario/Mark E Air/Rail Travel on 05/15/2016: LAS BUR					
5/10/2016	4226061	TRAV	\$211.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409089574 - Ferrario/Mark E Air/Rail Travel on 05/19/2016: LAX LAS					
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958840 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee					
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958846 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee					
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958847 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee					
5/10/2016	4226061	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958845 - Hendricks/Kara B Air/Rail Travel on 05/11/2016: Travel agency service fee					
5/12/2016	4226061	TRAV	\$21.88	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 52 62409561061 - Ferrario/Mark E Air/Rail Travel on 05/13/2016: LAX LAS					
5/12/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 52 62409561061 - Ferrario/Mark E Air/Rail Travel on 05/13/2016: Travel agency service fee					
5/10/2016	4226099	TRAV	(\$225.78)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 00 17770663479 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAS LAX					

5/10/2016	4226099	TRAV	(\$228.10)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 98 47770663480 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAX LAS					
5/1/2016	4242420	TRAV	\$493.96	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/16/2016	4242420	TRAV	\$61.26	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/16/2016	4242420	TRAV	\$10.05	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/17/2016	4242420	TRAV	\$12.45	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/16/2016	4242420	TRAV	\$280.54	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/19/2016	4242420	TRAV	\$622.08	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/3/2016	4242420	TRAV	\$50.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/17/2016	4242420	TRAV	\$48.89	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
5/18/2016	4242420	TRAV	\$19.48	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016					
6/2/2016	4242420	TRAV	\$32.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/8/2016	4242420	TRAV	\$55.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/2/2016	4242420	TRAV	\$570.20	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/7/2016	4242420	TRAV	\$30.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/8/2016	4242420	TRAV	\$316.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
5/31/2016	4242420	TRAV	\$30.10	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/8/2016	4242420	TRAV	\$18.37	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/8/2016	4242420	TRAV	\$21.77	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/7/2016	4242420	TRAV	\$37.69	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016					
6/10/2016	4242420	TRAV	\$190.64	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/9/2016	4242420	TRAV	\$19.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/9/2016	4242420	TRAV	\$11.08	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/10/2016	4242420	TRAV	\$14.34	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
6/10/2016	4242420	TRAV	\$17.92	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016					
5/25/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676569841 Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee					
5/30/2016	4242420	TRAV	\$497.96	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 52 62414479526 Swanis/Eric William Air/Rail Travel on 05/31/2016: LAS LAX LAS					
5/30/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 52 62414479526 Swanis/Eric William Air/Rail Travel on 05/31/2016: Travel agency service fee					
5/31/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676670071 Swanis/Eric William Air/Rail Travel on 05/31/2016: Travel agency service fee					
6/3/2016	4242420	TRAV	\$232.10	VENDOR: Swanis, Eric W. INVOICE#: 1297905906291100 DATE: 6/29/2016					
6/6/2016	4242420	TRAV	\$424.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416545061 - Hendricks/Kara B Air/Rail Travel on 06/09/2016: LAS SAN LAS					
6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00676992506 - Hendricks/Kara B Air/Rail Travel on 06/06/2016: Travel agency service fee					
6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 00 67832862200 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee					
5/23/2016	4242420	TRAV	\$404.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62412661153 - Swanis/Eric William Air/Rail Travel on 05/24/2016: LAS LAX LAS					
6/3/2016	4242420	TRAV	\$182.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62415956487 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX					
6/3/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62415956487 - Swanis/Eric William Air/Rail Travel on 06/07/2016: Travel agency service fee					
6/6/2016	4242420	TRAV	\$31.49	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416562217 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX					
6/6/2016	4242420	TRAV	\$26.61	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416569525 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX					

6/8/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62417408042 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee					
6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00676992508 - Swanis/Eric William Air/Rail Travel on 06/06/2016: Travel agency service fee					
6/7/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00677050266 - Swanis/Eric William Air/Rail Travel on 06/07/2016: Travel agency service fee					
6/3/2016	4242420	TRAV	\$334.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 98 47832862184 - Swanis/Eric William Air/Rail Travel on 06/05/2016: LAS SFO					
6/3/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 98 47832862184 - Swanis/Eric William Air/Rail Travel on 06/05/2016: Travel agency service fee					
6/9/2016	4242420	TRAV	\$231.36	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 00 17837132785 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: JFK LAX					
6/9/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 00 17837132785 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: Travel agency service fee					
6/9/2016	4242420	TRAV	\$498.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 27 97837132784 - Ferrario/Mark E Air/Rail Travel on 06/13/2016: LAS JFK					
6/9/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 27 97837132784 - Ferrario/Mark E Air/Rail Travel on 06/13/2016: Travel agency service fee					
6/10/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 52 62418621850 - Hendricks/Kara B Air/Rail Travel on 06/10/2016: Travel agency service fee					
6/8/2016	4242420	TRAV	\$202.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 52 62417408042 - Swanis/Eric William Air/Rail Travel on 06/08/2016: LAX LAS					
6/8/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 89 00677089648 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee					
6/8/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 89 00677089649 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee					
6/9/2016	4242420	TRAV	\$66.65	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 00 10631772395 - Ferrario/Mark E Air/Rail Travel on 06/09/2016: RVU FEE lateral assoc - NY office					
6/16/2016	4242420	TRAV	\$638.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 27 97837132887 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: JFK LAS					
5/3/2016	4242420	TRAV	\$8.95	VENDOR: Ferrario, Mark E. INVOICE#: 1310543807051003 DATE: 7/5/2016					
5/11/2016	4242420	TRAV	\$56.82	VENDOR: Ferrario, Mark E. INVOICE#: 1310543807051003 DATE: 7/5/2016					
7/7/2016	4270581	TRAV	\$317.85	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
7/7/2016	4270581	TRAV	\$10.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
7/7/2016	4270581	TRAV	\$11.45	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
7/6/2016	4270581	TRAV	\$14.27	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
7/6/2016	4270581	TRAV	\$16.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016					
6/29/2016	4270581	TRAV	\$20.90	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016					
6/30/2016	4270581	TRAV	\$3.09	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016					
6/30/2016	4270581	TRAV	\$12.63	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016					
6/13/2016	4270581	TRAV	\$75.39	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/16/2016	4270581	TRAV	\$1,900.41	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/16/2016	4270581	TRAV	\$78.54	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/30/2016	4270581	TRAV	\$219.67	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/30/2016	4270581	TRAV	\$748.42	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/30/2016	4270581	TRAV	\$83.60	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016					
6/16/2016	4270581	TRAV	\$70.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 27 90614763541 Ferrario/Mark E Air/Rail Travel on 06/16/2016: Miscellaneous Charge Order					
6/22/2016	4270581	TRAV	\$243.88	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62422153697 Ferrario/Mark E Air/Rail Travel on 06/27/2016: LAS BUR					

6/24/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62422857423 Ferrario/Mark E Air/Rail Travel on 06/24/2016: Travel agency service fee					
6/28/2016	4270581	TRAV	\$241.03	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62423621391 Ferrario/Mark E Air/Rail Travel on 06/29/2016: LAX LAS					
6/28/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62423621391 Ferrario/Mark E Air/Rail Travel on 06/29/2016: Travel agency service fee					
6/30/2016	4270581	TRAV	\$276.53	VENDOR: Swanis, Eric W. INVOICE#: 1328451807221052 DATE: 7/22/2016					
6/29/2016	4270581	TRAV	(\$122.05)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424175501 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: LAX LAS					
6/30/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424453228 - Ferrario/Mark E Air/Rail Travel on 06/30/2016: Travel agency service fee					
6/29/2016	4270581	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 89 00677894260 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: Travel agency service fee					
6/30/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424358222 - Swanis/Eric William Air/Rail Travel on 06/30/2016: Travel agency service fee					
7/6/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62425782383 - Swanis/Eric William Air/Rail Travel on 07/06/2016: Travel agency service fee					
6/30/2016	4270581	TRAV	\$6.95	VENDOR: Swanis, Eric W. INVOICE#: 1328451807271121 DATE: 7/27/2016					
7/7/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090062 DATE: 7/18/2016 Tkt. No. 52 62426291003 - Swanis/Eric William Air/Rail Travel on 07/07/2016: Travel agency service fee					
5/15/2016	4294950	TRAV	\$46.89	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508121103 DATE: 8/12/2016					
6/29/2016	4294950	TRAV	\$30.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016					
5/13/2016	4294950	TRAV	\$702.22	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508171039 DATE: 8/17/2016					
8/1/2016	4294950	TRAV	\$616.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 00 67848461118 Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: LAS LAX					
8/1/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 00 67848461118 Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: Travel agency service fee					
7/27/2016	4294950	TRAV	\$222.04	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 52 62432446286 Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS					
8/1/2016	4294950	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 89 00679043016 Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: Travel agency service fee					
8/3/2016	4294950	TRAV	\$51.67	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/2/2016	4294950	TRAV	\$52.04	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/3/2016	4294950	TRAV	\$288.92	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/3/2016	4294950	TRAV	\$10.65	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016					
8/1/2016	4294950	TRAV	(\$613.55)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 00 67848461051 - Hendricks/Kara Bowen Air/Rail Travel on 08/01/2016: LAS LAX					
8/5/2016	4294950	TRAV	(\$222.04)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 52 62432446286 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS					
8/3/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 89 00679187152 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: Travel agency service fee					
8/5/2016	4294950	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 89 00679307425 - Hendricks/Kara Bowen Air/Rail Travel on 08/08/2016: Travel agency service fee					
8/3/2016	4294950	TRAV	\$208.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 98 47848461181 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS					
8/15/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090997 DATE: 8/22/2016 Tkt. No. 89 00679653825 - Hendricks/Kara Bowen Air/Rail Travel on 08/15/2016: Travel agency service fee					
8/15/2016	4294950	TRAV	\$499.20	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090997 DATE: 8/22/2016 Tkt. No. 98 47852073688 - Hendricks/Kara Bowen Air/Rail Travel on 08/17/2016: LAS LAX					
8/17/2016	4294950	TRAV	\$28.13	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016					
8/18/2016	4294950	TRAV	\$11.22	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016					

[illegible]**JA8480**

Exhibit 8

Greenberg Traurig Policies

Cowden, Tami D

- [Home](#)
- [Policies](#)

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Policies/Travel Policies and Procedures



Modified on 5/25/2018

[Related Documents](#)

INTRODUCTION

The Firm's travel and expense reimbursement policy is based on the priority of the traveler's safety and comfort.

With that in mind, it is expected that travelers are mindful that travel costs must be reasonable and not extravagant. Further, since the IRS enforces strict time restrictions on the submission and payment of allowable expenses, all expense reimbursements are to be submitted within 30 days of incurring the expense.

Airlines / Trains

All airline reservations must be booked in coach or economy class with the airline that has the lowest appropriate fare. Upgrades in class or seat assignments for Firm travel will be considered a personal expense and not reimbursable unless it involves a 6-hour flight leg on an international trip.

First-class travel on trains is permitted when necessary for attorneys/directors.

Travel should be planned as far in advance as possible to take advantage of advance purchase discounts. The more in advance the reservation is made, the higher the discount. Most carriers offer discounts for 14-day and 7-day advance purchases, while a few also offer 3-day advance purchase discounts. Generally non-refundable tickets offer substantial discounts and are the Firm's preferred ticket type. If the trip has to be cancelled when using a non-refundable ticket, the credit can be used for future air travel.

Reimbursements for travel charged to a personal credit card are reimbursable only after the trip is concluded and NOT in advance of the scheduled travel dates. We strongly encourage booking travel through an approved travel agency that charges GT directly. Use of approved travel agencies eliminates use of personal credit lines prior to the travel dates.

Travel Charged to Firm Credit Card:

The Firm has established a credit card program with the approved travel agencies so that air/train travel is charged directly to the Firm and, therefore, requires no reimbursement. If you choose this option, the traveler is responsible for contacting the (GT approved) travel agency directly to make reservations. A valid client matter number must be provided to the travel agent at the time of booking.

When the traveler expenses the trip, the ticket receipt, with the client matter number noted, should be included with the expense report. Although there will be no personal reimbursement for the fare in this instance, the inclusion of this information provides a comprehensive view of the travel costs during the approval process

Miscellaneous Charges that ARE Reimbursable:

- Baggage fees for overnight travel

-
- Priority boarding fees, internet access fees and other such charges for attorney/director travel when necessary
 - Travel ticket change fees
 - Travel agency ticketing fees

Miscellaneous Charges that Are Personal and NOT Reimbursable:

- Airline club/lounge
- Fly Clear for TSA pre-travel clearance
- In-flight alcohol or snacks

Unused Tickets / Cancellations

Return unused or partially-used trip tickets to the travel agency as soon as practical, but certainly within 5 days of the cancelled trip. Credits for non-refundable tickets will be kept in the traveler's name to offset the cost of future travel. The travel agency will process refunds for refundable tickets to return to the Firm.

Passport Fees

If an employee is required to travel to a foreign country for business and currently does not possess a passport, the Firm will reimburse reasonable fees to secure a passport for such travel.

Automobile - Personal

The reimbursable mileage rate is based on the IRS optional standard mileage rate for U.S.-based offices. Note that Chrome River will automatically determine this rate. The purpose of mileage reimbursement is to cover the deductible costs of operating an automobile for business, including gas. As such, the Firm does not reimburse for gas in connection to the use of your personal automobile.

Parking at airports should be in long-term lots if the trip is in excess of 12 hours. Please plan enough time when leaving for the airport.

Car Rental

Car rentals for luxury, specialty sports cars, etc. should be avoided. Fuel incurred while using a rental car will be reimbursed based on the actual cost of the fuel. Receipts are required when in excess of \$25.

Any employee renting a car for Firm business must have personal automobile insurance, including liability, since the traveler's individual policy is primary with respect to any accidents incurred that result in damage or injury to others. When on Firm business and renting a vehicle, the general policy is to decline the collision damage waiver provisions of the car rental agreement. This applies strictly to the relationship between the Firm employee and the car rental company and should not be construed to impact any other relationship. An employee found at fault is liable. The Firm has additional liability insurance to stand secondarily behind the employee's own policy. To the extent the employee's policy, including any deductible, is insufficient to cover any damage and loss of use charges to a rented vehicle, GT will cover the shortfall

Hotels

General Information

Hotel reservations can be made through the travel agent booking the airline reservation. Sensitivity to the fact that many clients closely scrutinize such expenses is expected. Accommodation at luxury hotels is not appropriate, unless dictated by a client.

The Firm will reimburse the standard room rate and related taxes. Scans of the complete original hotel folio which breaks down expenses between room, taxes, meals, parking, etc., and shows a zero balance must be submitted as supporting documentation. Credit card slips are not acceptable for hotel expenses. When submitting hotel bills, meals (room service, hotel lounges & cafes, etc.) must be totaled separately since lodging

expenses are 100% deductible and meals are considered partially deductible.

Dry cleaning and laundry for stays of three nights or less, in-room movies, health club charges, beauty salon charges (or other personal grooming charges) or other sundries are considered personal expenses and therefore not reimbursable. In-room service bar expenses should be kept to a minimum and exclude alcoholic beverages.

The Firm has corporate rates at a number of hotels (see preferred listings below for attorneys and business staff). Using the respective preferred hotels when available is strongly encouraged. When these hotels are not available, travelers are expected to obtain lodging at rates equal to or less than the preferred hotel listing rates.

See also:

- [Full Hotel information](#), with separate listings of approved hotels for attorneys and business staff.

Receipts

Provide scanned original receipts for reimbursement (A detailed credit card slip showing payment, cancelled check and statement from vendor marked as paid) whenever possible for expenditures greater than \$25.

Tips

Reasonable tips for driver, bellman and maid services are reimbursable and do not require a receipt.

Exhibit 9

Date	Bill Num	Cost Code	Billed Amt	Narrative
9/1/2015	4087071	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
9/7/2015	4087071	WNEXT	\$128.30	WestlawNext Research by PAUL,RACHEL.
9/8/2015	4087071	WNEXT	\$98.30	WestlawNext Research by PAUL,RACHEL.
9/11/2015	4087071	WNEXT	\$226.00	WestlawNext Research by PAUL,RACHEL.
9/8/2015	4087071	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
9/9/2015	4087071	WNEXT	\$659.90	WestlawNext Research by COWDEN,TAMI.
9/16/2015	4087071	WNEXT	\$26.70	WestlawNext Research by HANNON,TOM.
9/17/2015	4087071	WNEXT	\$26.70	WestlawNext Research by HANNON,TOM.
9/14/2015	4087071	WNEXT	\$29.70	WestlawNext Research by KEYES,KRISTIN.
9/21/2015	4087071	WNEXT	\$423.20	WestlawNext Research by PAUL,RACHEL.
9/22/2015	4087071	WNEXT	\$255.40	WestlawNext Research by PAUL,RACHEL.
9/24/2015	4087071	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
9/28/2015	4087071	WNEXT	\$167.50	WestlawNext Research by 0.
9/30/2015	4087071	WNEXT	\$49.30	WestlawNext Research by 0.
10/23/2015	4088315	WNEXT	\$297.00	WestlawNext Research by GODFREY,LESLIE.
10/26/2015	4088315	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
10/28/2015	4088315	WNEXT	\$940.30	WestlawNext Research by COWDEN,TAMI.
10/29/2015	4088315	WNEXT	\$362.90	WestlawNext Research by COWDEN,TAMI.
10/30/2015	4088315	WNEXT	\$395.60	WestlawNext Research by COWDEN,TAMI.
11/3/2015	4093869	WNEXT	\$43.01	WestlawNext Research by DYCKMAN,MICHAEL.
11/2/2015	4093869	WNEXT	\$831.80	WestlawNext Research by COWDEN,TAMI.
11/3/2015	4093869	WNEXT	\$689.90	WestlawNext Research by COWDEN,TAMI.
11/4/2015	4093869	WNEXT	\$914.40	WestlawNext Research by COWDEN,TAMI.
11/5/2015	4093869	WNEXT	\$267.30	WestlawNext Research by COWDEN,TAMI.
11/6/2015	4093869	WNEXT	\$224.50	WestlawNext Research by COWDEN,TAMI.
11/2/2015	4093869	WNEXT	\$89.10	WestlawNext Research by GODFREY,LESLIE.
11/3/2015	4093869	WNEXT	\$178.20	WestlawNext Research by GODFREY,LESLIE.
11/6/2015	4093869	WNEXT	\$267.30	WestlawNext Research by GODFREY,LESLIE.
11/9/2015	4093869	WNEXT	\$444.90	WestlawNext Research by COWDEN,TAMI.
11/12/2015	4093869	WNEXT	\$752.00	WestlawNext Research by COWDEN,TAMI.
11/13/2015	4093869	WNEXT	\$383.10	WestlawNext Research by COWDEN,TAMI.
12/22/2015	4114288	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
12/23/2015	4114288	WNEXT	\$59.40	WestlawNext Research by HENDERSON,TONYA.

1/5/2016	4133513	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
1/8/2016	4133513	WNEXT	\$375.70	WestlawNext Research by COWDEN,TAMI.
1/7/2016	4133513	WNEXT	\$118.80	WestlawNext Research by GODFREY,LESLIE.
1/8/2016	4133513	WNEXT	\$29.70	WestlawNext Research by GODFREY,LESLIE.
1/11/2016	4133513	WNEXT	\$29.70	WestlawNext Research by 0.
1/12/2016	4133513	WNEXT	\$207.90	WestlawNext Research by 0.
1/11/2016	4133513	WNEXT	\$300.80	WestlawNext Research by 0.
1/12/2016	4133513	WNEXT	\$313.60	WestlawNext Research by 0.
1/13/2016	4133513	WNEXT	\$29.70	WestlawNext Research by 0.
3/15/2016	4177990	WNEXT	\$564.30	WestlawNext Research by WELCH,WHITNEY.
3/17/2016	4177990	WNEXT	\$128.60	WestlawNext Research by WELCH,WHITNEY.
3/18/2016	4177990	WNEXT	\$118.80	WestlawNext Research by WELCH,WHITNEY.
4/8/2016	4201004	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
4/7/2016	4201004	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
4/8/2016	4201004	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
4/11/2016	4201004	WNEXT	\$207.90	WestlawNext Research by 0.
4/11/2016	4201004	WNEXT	\$158.30	WestlawNext Research by 0.
4/25/2016	4201004	WNEXT	\$26.70	WestlawNext Research by HENDERSON,TONYA.
4/28/2016	4201004	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
5/9/2016	4226061	WNEXT	\$158.30	WestlawNext Research by COWDEN,TAMI.
5/12/2016	4226061	WNEXT	\$219.20	WestlawNext Research by COWDEN,TAMI.
5/16/2016	4226061	WNEXT	\$456.20	WestlawNext Research by COWDEN,TAMI.
5/17/2016	4226061	WNEXT	\$333.20	WestlawNext Research by COWDEN,TAMI.
5/18/2016	4226061	WNEXT	\$276.80	WestlawNext Research by COWDEN,TAMI.
5/19/2016	4226061	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
5/20/2016	4226061	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
5/25/2016	4226061	WNEXT	\$128.60	WestlawNext Research by COWDEN,TAMI.
5/26/2016	4226061	WNEXT	\$653.40	WestlawNext Research by COWDEN,TAMI.
5/31/2016	4242420	WNEXT	\$108.70	WestlawNext Research by COWDEN,TAMI.
6/23/2016	4242420	WNEXT	\$177.90	WestlawNext Research by COWDEN,TAMI.
6/27/2016	4270581	WNEXT	\$188.00	WestlawNext Research by COWDEN,TAMI.
6/28/2016	4270581	WNEXT	\$271.10	WestlawNext Research by COWDEN,TAMI.
7/15/2016	4270581	WNEXT	\$36.50	WestlawNext Research by COOPER,GREGORY.
7/17/2016	4270581	WNEXT	\$29.70	WestlawNext Research by COOPER,GREGORY.

7/18/2016	4270581	WNEXT	\$59.40	WestlawNext Research by COOPER,GREGORY.
7/18/2016	4270581	WNEXT	\$624.20	WestlawNext Research by COWDEN,TAMI.
7/19/2016	4270581	WNEXT	\$296.40	WestlawNext Research by COWDEN,TAMI.
7/21/2016	4270581	WNEXT	\$504.90	WestlawNext Research by COWDEN,TAMI.
7/22/2016	4270581	WNEXT	\$610.30	WestlawNext Research by COWDEN,TAMI.
7/25/2016	4294950	WNEXT	\$501.60	WestlawNext Research by COWDEN,TAMI.
7/27/2016	4294950	WNEXT	\$422.60	WestlawNext Research by COWDEN,TAMI.
8/15/2016	4294950	WNEXT	\$29.70	WestlawNext Research by LOTT,CYNTHIA.
8/16/2016	4294950	WNEXT	\$95.90	WestlawNext Research by OPIE,ALAYNE.
8/25/2016	4294950	WNEXT	\$247.10	WestlawNext Research by COWDEN,TAMI.
8/26/2016	4294950	WNEXT	\$356.40	WestlawNext Research by COWDEN,TAMI.
8/28/2016	4321151	WNEXT	\$316.60	WestlawNext Research by COWDEN,TAMI.
8/31/2016	4321151	WNEXT	\$636.40	WestlawNext Research by COWDEN,TAMI.
8/30/2016	4321151	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
9/6/2016	4321151	WNEXT	\$458.50	WestlawNext Research by COWDEN,TAMI.
9/7/2016	4321151	WNEXT	\$600.20	WestlawNext Research by COWDEN,TAMI.
9/8/2016	4321151	WNEXT	\$828.30	WestlawNext Research by COWDEN,TAMI.
9/9/2016	4321151	WNEXT	\$138.40	WestlawNext Research by COWDEN,TAMI.
9/12/2016	4321151	WNEXT	\$9.80	WestlawNext Research by COWDEN,TAMI.
9/13/2016	4321151	WNEXT	\$544.50	WestlawNext Research by COWDEN,TAMI.
9/14/2016	4321151	WNEXT	\$475.20	WestlawNext Research by COWDEN,TAMI.
9/15/2016	4321151	WNEXT	\$543.80	WestlawNext Research by COWDEN,TAMI.
9/20/2016	4321151	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
9/21/2016	4321151	WNEXT	\$286.90	WestlawNext Research by COWDEN,TAMI.
9/22/2016	4321151	WNEXT	\$86.10	WestlawNext Research by COWDEN,TAMI.
9/26/2016	4321151	WNEXT	\$283.60	WestlawNext Research by COWDEN,TAMI.
9/27/2016	4321151	WNEXT	\$897.50	WestlawNext Research by COWDEN,TAMI.
9/28/2016	4321151	WNEXT	\$694.80	WestlawNext Research by COWDEN,TAMI.
9/29/2016	4321151	WNEXT	\$224.50	WestlawNext Research by COWDEN,TAMI.
9/30/2016	4321151	WNEXT	\$291.00	WestlawNext Research by COWDEN,TAMI.
10/3/2016	4344839	WNEXT	\$286.90	WestlawNext Research by COWDEN,TAMI.
10/5/2016	4344839	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
10/6/2016	4344839	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
10/10/2016	4344839	WNEXT	\$102.70	WestlawNext Research by COWDEN,TAMI.

10/11/2016	4344839	WNEXT	\$356.40	WestlawNext Research by COWDEN,TAMI.
10/12/2016	4344839	WNEXT	\$613.60	WestlawNext Research by COWDEN,TAMI.
10/17/2016	4344839	WNEXT	\$445.50	WestlawNext Research by COWDEN,TAMI.
10/18/2016	4344839	WNEXT	\$1,002.40	WestlawNext Research by COWDEN,TAMI.
10/28/2016	4344839	WNEXT	\$29.70	WestlawNext Research by HENDRICKS,KARA.
11/3/2016	4380859	WNEXT	\$222.60	WestlawNext Research by COWDEN,TAMI.
11/4/2016	4380859	WNEXT	\$256.30	WestlawNext Research by COWDEN,TAMI.
11/10/2016	4380859	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
11/11/2016	4380859	WNEXT	\$227.50	WestlawNext Research by COWDEN,TAMI.
11/11/2016	4380859	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
11/15/2016	4380859	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
11/16/2016	4380859	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
11/21/2016	4380859	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
11/22/2016	4380859	WNEXT	\$148.50	WestlawNext Research by COWDEN,TAMI.
11/29/2016	4395265	WNEXT	\$907.30	WestlawNext Research by COWDEN,TAMI.
11/30/2016	4395265	WNEXT	\$267.00	WestlawNext Research by COWDEN,TAMI.
12/1/2016	4395265	WNEXT	\$138.40	WestlawNext Research by COWDEN,TAMI.
12/2/2016	4395265	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/6/2016	4395265	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/28/2016	4395265	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/29/2016	4395265	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/30/2016	4395265	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
1/3/2017	4526012	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
1/4/2017	4526012	WNEXT	\$335.40	WestlawNext Research by COWDEN,TAMI.
1/9/2017	4526012	WNEXT	\$142.50	WestlawNext Research by COOPER,GREGORY.
1/9/2017	4526012	WNEXT	\$880.60	WestlawNext Research by COWDEN,TAMI.
1/10/2017	4526012	WNEXT	\$145.50	WestlawNext Research by COWDEN,TAMI.
1/11/2017	4526012	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
1/16/2017	4526012	WNEXT	\$59.40	WestlawNext Research by COOPER,GREGORY.
1/18/2017	4526012	WNEXT	\$380.10	WestlawNext Research by COWDEN,TAMI.
1/24/2017	4526012	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
1/25/2017	4526012	WNEXT	\$741.90	WestlawNext Research by COWDEN,TAMI.
1/26/2017	4526012	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
2/10/2017	4525776	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.

3/30/2017	4526013	WNEXT	\$0.00	WestlawNext Research by SHANKS,HANNAH.
3/31/2017	4526013	WNEXT	\$0.00	WestlawNext Research by SHANKS,HANNAH.
4/22/2017	4526014	WNEXT	\$29.40	WestlawNext Research by BREWER,BREEANNA N.
4/26/2017	4526014	WNEXT	\$9.80	WestlawNext Research by BREWER,BREEANNA N.
4/23/2017	4526014	WNEXT	\$29.70	WestlawNext Research by COOPER,GREGORY.
6/8/2017	4541546	WNEXT	\$29.70	WestlawNext Research by HENDRICKS,KARA.
8/8/2017	4582156	WNEXT	\$419.00	WestlawNext Research by COWDEN,TAMI.
12/1/2017	4684361	WNEXT	\$9.80	WestlawNext Research by COWDEN,TAMI.
12/2/2017	4684361	WNEXT	\$79.00	WestlawNext Research by COWDEN,TAMI.
12/4/2017	4684361	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/7/2017	4684361	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/8/2017	4684361	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/15/2017	4684361	WNEXT	\$326.40	WestlawNext Research by COWDEN,TAMI.
12/19/2017	4684361	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
12/20/2017	4684361	WNEXT	\$359.90	WestlawNext Research by COWDEN,TAMI.
12/22/2017	4684361	WNEXT	\$296.40	WestlawNext Research by COWDEN,TAMI.
12/26/2017	4684361	WNEXT	\$217.40	WestlawNext Research by COWDEN,TAMI.
12/27/2017	4684361	WNEXT	\$325.80	WestlawNext Research by COWDEN,TAMI.
12/28/2017	4684361	WNEXT	\$287.40	WestlawNext Research by COWDEN,TAMI.
12/29/2017	4684361	WNEXT	\$306.20	WestlawNext Research by COWDEN,TAMI.
1/1/2018	4701329	WNEXT	\$353.40	WestlawNext Research by COWDEN,TAMI.
1/2/2018	4701329	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
1/3/2018	4701329	WNEXT	\$138.40	WestlawNext Research by COWDEN,TAMI.
1/4/2018	4701329	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
1/5/2018	4701329	WNEXT	\$433.50	WestlawNext Research by COWDEN,TAMI.
1/6/2018	4701329	WNEXT	\$177.90	WestlawNext Research by COWDEN,TAMI.
1/8/2018	4701329	WNEXT	\$415.80	WestlawNext Research by COWDEN,TAMI.
1/10/2018	4701329	WNEXT	\$145.50	WestlawNext Research by COWDEN,TAMI.
1/11/2018	4701329	WNEXT	\$207.60	WestlawNext Research by COWDEN,TAMI.
1/15/2018	4701329	WNEXT	\$264.30	WestlawNext Research by COWDEN,TAMI.
1/16/2018	4701329	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
1/17/2018	4701329	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
1/22/2018	4701329	WNEXT	\$167.80	WestlawNext Research by COWDEN,TAMI.
2/13/2018	4723279	WNEXT	\$326.70	WestlawNext Research by COWDEN,TAMI.

Exhibit 10

Date	Bill Num	Cost Code	Billed Amt	Narrative
8/12/2015	4069186	MESS	\$14.75	VENDOR: Breakaway Courier Boston, Inc.-ACH INVOICE#: 150111 DATE: 8/14/2015 Messenger Service Order No. 1088410 to Greenberg Traurig, 1 International Place on 08/12/15 for Case, Tamara S. - Ref.# 120760-010800,
8/15/2015	4069186	MESS	\$149.50	VENDOR: First Legal Network, LLC INVOICE#: 10008207 DATE: 8/15/2015 Cust. No. 21539, Messenger Serv. from LASC-Los Angeles to GT L.A. 08/12/15. Order No. 2763398
8/31/2015	4069186	MESS	\$72.50	VENDOR: First Legal Network, LLC INVOICE#: 10009692 DATE: 8/31/2015 Cust. No. 21539. Delivery Serv from GT L.A to LASC - Los Angeles CA 08/27/15. Order No. 2778510
10/15/2015	4088315	MESS	\$77.60	VENDOR: First Legal Network, LLC INVOICE#: 10014869 DATE: 10/15/2015 Cust No 21539 Courier Services from LASC-Los Angeles, 111 North Hill St.
10/13/2015	4088315	MESS	\$15.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218017 DATE: 10/15/2015 Messenger Service Trk'ing No. 21083122 from Cohen Johnson to Greenberg Traurig, Llp on 10/13/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI
10/14/2015	4093869	MESS	\$50.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218221 DATE: 10/31/2015 Messenger Service Trk'ing No. 21083210 from Greenberg Traurig, Llp to Clark County District Court on 10/14/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI
10/29/2015	4093869	MESS	\$10.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218221 DATE: 10/31/2015 Messenger Service Trk'ing No. 21084770 from Greenberg Traurig, Llp to Lewis Roca Rothgerber on 10/29/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI
3/16/2016	4226061	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000059521 DATE: 3/31/2016
5/25/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016
5/26/2016	4270581	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016
5/31/2016	4270581	MESS	\$37.50	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016
5/31/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016
6/21/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000082723 DATE: 6/30/2016
7/27/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000090303 DATE: 7/31/2016
8/4/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016
8/8/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016
8/11/2016	4294950	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016
8/29/2016	4321151	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000096143 DATE: 8/31/2016
8/31/2016	4321151	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000096143 DATE: 8/31/2016
10/5/2016	4344839	MESS	\$48.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016
10/6/2016	4344839	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016
10/7/2016	4344839	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016
10/17/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016
10/18/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016
10/24/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016
10/16/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016
10/14/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000119740 DATE: 11/15/2016
12/1/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000127459 DATE: 12/15/2016
2/3/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017
2/6/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017
2/6/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017

2/6/2017	4526013	MESS	\$40.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017
2/9/2017	4526013	MESS	\$20.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017
6/15/2017	4565410	MESS	\$46.80	VENDOR: First Legal Network, LLC INVOICE#: 10094460 DATE: 6/15/2017 customer 21539, order 3350258; Filing - Regular Vehicle
7/15/2017	4565410	MESS	\$23.75	VENDOR: First Legal Network, LLC INVOICE#: 10098876 DATE: 7/15/2017 customer 21539, order 3381156 - delivery - regular vehicle
6/7/2017	4565410	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001561 DATE: 6/15/2017
6/8/2017	4565410	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001561 DATE: 6/15/2017
6/22/2017	4565410	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001951 DATE: 6/30/2017
6/15/2017	4565410	MESS	\$70.34	VENDOR: First Legal Network, LLC INVOICE#: 10094453 DATE: 6/15/2017 customer 21539, order 3349328 - Filing - Special Vehicle
6/15/2017	4565410	MESS	\$58.50	VENDOR: First Legal Network, LLC INVOICE#: 10094454 DATE: 6/15/2017 customer 21539, order 3349339 - filing - special vehicle
7/17/2017	4565410	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017
7/10/2017	4565410	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017
7/13/2017	4565410	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017
7/25/2017	4582156	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002132 DATE: 7/31/2017
8/14/2017	4614189	MESS	\$34.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002277 DATE: 8/15/2017
9/7/2017	4632495	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002692 DATE: 9/15/2017
10/25/2017	4654116	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003232 DATE: 10/31/2017
11/1/2017	4654116	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003365 DATE: 11/15/2017
11/22/2017	4701329	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003461 DATE: 11/30/2017
12/7/2017	4701329	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017
12/6/2017	4701329	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017
12/7/2017	4701329	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017
12/7/2017	4701329	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017
1/3/2018	4723279	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018
1/4/2018	4723279	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018
1/5/2018	4723279	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018
1/5/2018	4723279	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018
1/11/2018	4723279	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018
4/26/2018	4802500	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018
4/27/2018	4802500	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018
4/27/2018	4802500	MESS	\$40.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018
4/30/2018	4802500	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018
4/30/2018	4802500	MESS	\$60.50	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018
5/14/2018	4802500	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005110 DATE: 4/30/2018
5/24/2018	4823655	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005293 DATE: 5/31/2018
5/25/2018	4823655	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005293 DATE: 5/31/2018
		Total	\$2,473.74	

Exhibit 11

Date	Bill Num	Cost Code	Billed Amt	Narrative
8/14/2015	4069186	TRAV	\$486.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 52 62135070171 - Coburn/Gregory Lance Air/Rail Travel on 08/18/2015: LAS LAX LAS
8/15/2015	4069186	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 89 00650911837 - Coburn/Gregory Lance Air/Rail Travel on 08/15/2015: Travel agency service fee
8/14/2015	4069186	TRAV	\$486.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 52 62135068275 - Ferrario/Mark E Air/Rail Travel on 08/18/2015: LAS LAX LAS
8/15/2015	4069186	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 89 00650911836 - Ferrario/Mark E Air/Rail Travel on 08/15/2015: Travel agency service fee
8/28/2015	4069186	TRAV	\$84.97	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 01 67672295793 - Bonner/Michael Josep Air/Rail Travel on 08/18/2015: JFK LAX
11/10/2015	4093869	TRAV	\$28.75	VENDOR: Ferrario, Mark E. INVOICE#: 1029997411301106 DATE: 11/30/2015
10/27/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082672 DATE: 11/2/2015 Tkt. No. 52 62154626574 - Ferrario/Mark E Air/Rail Travel on 10/27/2015: Travel agency service fee
11/3/2015	4093869	TRAV	\$222.79	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 52 62156557599 - Ferrario/Mark E Air/Rail Travel on 11/04/2015: LAX LAS
11/3/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 89 00668707958 - Ferrario/Mark E Air/Rail Travel on 11/03/2015: Travel agency service fee
11/3/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 89 00668707959 - Ferrario/Mark E Air/Rail Travel on 11/03/2015: Travel agency service fee
11/3/2015	4093869	TRAV	\$68.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 98 47692730543 - Ferrario/Mark E Air/Rail Travel on 11/04/2015: LAS LAX
11/17/2015	4093869	TRAV	\$395.96	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00083112 DATE: 11/23/2015 Tkt. No. 52 62159911294 - Ferrario/Mark E E Air/Rail Travel on 11/20/2015: LAS LAX LAS
11/17/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00083112 DATE: 11/23/2015 Tkt. No. 52 62159911294 - Ferrario/Mark E E Air/Rail Travel on 11/20/2015: Travel agency service fee
11/5/2015	4093869	TRAV	\$46.95	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082973 DATE: 11/16/2015 Tkt. No. 52 62157153807 - Ferrario/Mark E E Air/Rail Travel on 11/10/2015: LAS LAX LAS
11/5/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082973 DATE: 11/16/2015 Tkt. No. 52 62157153807 - Ferrario/Mark E E Air/Rail Travel on 11/10/2015: Travel agency service fee
11/4/2015	4114288	TRAV	\$20.95	VENDOR: Ferrario, Mark E. INVOICE#: 1077413801042146 DATE: 12/31/2015 Car Service/Taxi; 11/04/15 - Meeting with clients; cab from airport to clients meeting location
1/11/2016	4157562	TRAV	\$56.46	VENDOR: Ferrario, Mark E. INVOICE#: 1132574103011333 DATE: 3/1/2016
1/11/2016	4157562	TRAV	\$53.21	VENDOR: Ferrario, Mark E. INVOICE#: 1132574103071305 DATE: 3/7/2016
3/31/2016	4201004	TRAV	\$288.50	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 00 17763563402 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: JFK LAS
3/31/2016	4201004	TRAV	\$477.76	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 00 67763563399 - Ferrario/Mark E Air/Rail Travel on 04/05/2016: LAS JFK
4/7/2016	4201004	TRAV	\$419.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 27 97767208779 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: JFK LAS

4/7/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 27 97767208779 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: Travel agency service fee
3/31/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 89 00674281744 - Ferrario/Mark E Air/Rail Travel on 03/31/2016: Travel agency service fee
3/31/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 89 00674281747 - Ferrario/Mark E Air/Rail Travel on 03/31/2016: Travel agency service fee
4/5/2016	4226061	TRAV	\$39.27	VENDOR: Ferrario, Mark E. INVOICE#: 1215931605111112 DATE: 5/11/2016
4/7/2016	4226061	TRAV	\$36.46	VENDOR: Ferrario, Mark E. INVOICE#: 1215931605111112 DATE: 5/11/2016
4/7/2016	4226061	TRAV	\$488.33	VENDOR: Ferrario, Mark E. INVOICE#: 1215931605111112 DATE: 5/11/2016
5/24/2016	4242420	TRAV	\$427.58	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088524 DATE: 5/30/2016 Tkt. No. 52 62413083842 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: LAS BUR LAS
5/24/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088524 DATE: 5/30/2016 Tkt. No. 52 62413083842 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee
5/25/2016	4242420	TRAV	\$80.18	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
5/25/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676569841 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee
6/9/2016	4242420	TRAV	\$66.65	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 00 10631772395 - Ferrario/Mark E Air/Rail Travel on 06/09/2016: RVU FEE lateral assoc - NY office
7/7/2016	4321151	TRAV	\$213.77	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016
7/6/2016	4321151	TRAV	\$330.25	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016
9/30/2016	4380859	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
11/4/2016	4380859	TRAV	\$304.70	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461815435 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: LAS LAX LAS
11/4/2016	4380859	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461815435 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: Travel agency service fee
11/4/2016	4380859	TRAV	\$21.54	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461846560 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: LAS LAX LAS
11/4/2016	4380859	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461846560 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: Travel agency service fee
9/29/2016	4380859	TRAV	\$350.96	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211281155 DATE: 11/28/2016
11/6/2016	4395265	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016
11/6/2016	4395265	TRAV	\$192.99	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016
11/7/2016	4395265	TRAV	\$25.38	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016
11/7/2016	4395265	TRAV	\$20.00	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016
4/13/2017	4526014	TRAV	\$470.68	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: LAS LAX LAS
4/13/2017	4526014	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: Travel agency service fee
5/31/2017	4541546	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200099953 DATE: 6/19/2017 Tkt. No. 8900705383199 - Ferrario/Mark E Air/Rail Travel on 05/31/2017: Travel agency service fee

7/11/2017	4565410	TRAV	\$63.96	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017
7/11/2017	4565410	TRAV	\$2.14	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017
7/11/2017	4565410	TRAV	\$23.00	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017
7/11/2017	4565410	TRAV	\$149.83	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017
8/24/2017	4614189	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017
8/24/2017	4614189	TRAV	\$26.21	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017
8/8/2017	4632495	TRAV	\$113.98	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010261017 DATE: 10/26/2017
8/8/2017	4632495	TRAV	\$284.48	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010261017 DATE: 10/26/2017
11/7/2017	4654116	TRAV	\$26.83	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017
12/15/2017	4701329	TRAV	\$506.39	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
12/31/2017	4701329	TRAV	\$35.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
12/31/2017	4701329	TRAV	\$25.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$35.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/9/2018	4701329	TRAV	\$25.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$11.99	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$344.43	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$16.19	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$55.11	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/10/2018	4701329	TRAV	\$27.47	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/1/2018	4701329	TRAV	\$3,074.88	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
11/17/2017	4723279	TRAV	\$132.99	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Airfare; 11/17/17 - Hearing on motions
12/7/2017	4723279	TRAV	\$66.25	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/07/17 - Attend meeting in Los Angeles
11/20/2017	4723279	TRAV	\$16.08	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 11/20/17 - Attend meeting in Los Angeles
12/7/2017	4723279	TRAV	\$67.38	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/07/17 - Meeting in Los Angeles
12/15/2017	4723279	TRAV	\$76.11	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/15/17 - Trial preparation with client
12/20/2017	4723279	TRAV	\$66.44	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/20/17 - Trial prep with co-counsel and client
12/21/2017	4723279	TRAV	\$67.69	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/21/17 - Trial prep with co-counsel and client
1/19/2018	4723279	TRAV	\$7.72	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Rental Fuel; 01/19/18 - Special Committee meeting
12/20/2017	4723279	TRAV	\$323.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Lodging; 12/20/17 - Trial preparation with Ellen Cotter; Start Date 12/20/2017; End Date 12/21/2017
12/17/2017	4802500	TRAV	\$535.96	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/17/17 - RDI Mock Trial in Los Angeles

12/13/2017	4802500	TRAV	\$648.98	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/13/17 - Meeting with Margaret Cotter re trial
12/15/2017	4802500	TRAV	\$1,010.04	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Lodging; 12/15/17 - Meeting with Margaret Cotter re trial; Start Date 12/13/2017; End Date 12/15/2017
12/27/2017	4802500	TRAV	\$309.88	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/27/17 - Supreme Court Oral Argument
12/27/2017	4802500	TRAV	\$263.88	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/27/17 - Supreme Court Oral Argument
11/22/2017	4802500	TRAV	\$539.98	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 11/22/17 - Trial preparation with Margaret Cotter
1/11/2018	4802500	TRAV	\$308.96	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 01/11/18 - Meeting with Special Committee
1/16/2018	4802500	TRAV	\$26.00	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 01/16/18 - Meeting with Special Committee (flight change)
		Total	\$16,067.67	

Exhibit 12

Date	Bill Num	Cost Code	Billed Amt	Narrative
4/19/2016	4201004	PARK	\$10.00	VENDOR: City of Las Vegas-Nevada INVOICE#: 160502575 DATE: 4/19/2016 Parking Fees for court hearings on 4/19/16
1/4/2018	4701329	PARK	\$210.00	VENDOR: City of Las Vegas-Nevada INVOICE#: 76010418210 DATE: 1/4/2018 2 parking permits for parking at courthouse during trial
12/22/2015	4114288	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1077413801042146 DATE: 12/31/2015 Parking; 12/22/15 - Parking to attend court hearing
1/19/2016	4157562	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1132574103011333 DATE: 3/1/2016
3/17/2016	4177990	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1173904803281132 DATE: 3/28/2016
4/11/2016	4201004	PARK	\$10.00	VENDOR: Ferrario, Mark E. INVOICE#: 1215949804291018 DATE: 4/29/2016
2/18/2016	4201004	PARK	\$4.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 02/18/16 - Parking expense for court hearing
3/3/2016	4201004	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 03/03/16 - Parking expense for court hearing
4/14/2016	4201004	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 04/14/16 - Parking expense for court hearing
4/29/2016	4226061	PARK	\$32.00	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016
4/29/2016	4226061	PARK	\$62.00	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016
5/6/2016	4226061	PARK	\$41.00	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016
5/13/2016	4242420	PARK	\$49.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
5/19/2016	4242420	PARK	\$85.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
5/25/2016	4242420	PARK	\$20.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
5/26/2016	4242420	PARK	\$9.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
5/2/2016	4242420	PARK	\$2.50	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016
6/8/2016	4242420	PARK	\$55.55	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016
6/10/2016	4242420	PARK	\$25.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016
5/5/2016	4242420	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283752606201204 DATE: 6/20/2016
5/3/2016	4242420	PARK	\$48.00	VENDOR: Ferrario, Mark E. INVOICE#: 1310543807051003 DATE: 7/5/2016
7/7/2016	4270581	PARK	\$62.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016
6/21/2016	4270581	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016
6/16/2016	4270581	PARK	\$63.00	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016
7/6/2016	4294950	PARK	\$15.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016
7/12/2016	4294950	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016
7/28/2016	4294950	PARK	\$14.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016
8/3/2016	4294950	PARK	\$17.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016
8/12/2016	4294950	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384582408261332 DATE: 8/26/2016
8/18/2016	4294950	PARK	\$16.00	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016

8/9/2016	4321151	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016
8/12/2016	4321151	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016
9/8/2016	4380859	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
9/30/2016	4380859	PARK	\$19.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
10/6/2016	4380859	PARK	\$12.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
10/6/2016	4380859	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
9/15/2016	4380859	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016
10/21/2016	4380859	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016
8/30/2016	4380859	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016
10/6/2016	4380859	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016
10/6/2016	4380859	PARK	\$8.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016
11/7/2016	4395265	PARK	\$26.00	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016
12/16/2016	4526012	PARK	\$4.00	VENDOR: Ferrario, Mark E. INVOICE#: 1628875402101127 DATE: 2/10/2017
12/1/2016	4525776	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017
12/8/2016	4525776	PARK	\$5.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017
12/22/2016	4525776	PARK	\$9.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017
7/11/2017	4565410	PARK	\$19.00	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017
8/24/2017	4614189	PARK	\$20.00	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017
9/7/2017	4614189	PARK	\$24.00	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017
9/18/2017	4632495	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2083789311011005 DATE: 11/1/2017
6/12/2017	4632495	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2083789311011005 DATE: 11/1/2017
10/18/2017	4654116	PARK	\$35.60	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017
10/18/2017	4654116	PARK	\$40.00	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017
9/25/2017	4654116	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017
11/20/2017	4684361	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2202073112291140 DATE: 12/29/2017
1/2/2018	4701329	PARK	\$4.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
1/4/2018	4701329	PARK	\$7.50	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018
11/20/2017	4723279	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 11/20/17 - Attend court hearings
12/4/2017	4723279	PARK	\$3.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/04/17 - Attend court hearing
12/11/2017	4723279	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/11/17 - Attend court hearing
12/18/2017	4723279	PARK	\$7.50	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/18/17 - Attend court hearings
12/18/2017	4797233	PARK	\$8.00	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018
1/5/2018	4797233	PARK	\$12.50	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018

EXHIBIT B

1 **DEC**
2 MARK E. FERRARIO, ESQ.
(NV Bar No. 1625)
3 KARA B. HENDRICKS, ESQ.
(NV Bar No. 7743)
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12 *Counsel for Reading International, Inc.*

13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

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

16 Plaintiff,

17 v.

18 MARGARET COTTER, et al,
19 Defendants.
20

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

DECLARATION OF CRAIG
TOMPKINS IN SUPPORT OF
MEMORANDUM OF COSTS
SUBMITTED BY READING
INTERNATIONAL, INC.

21 **DECLARATION OF CRAIG TOMPKINS**
22

23 I, Craig Tompkins, declare as follows:

24 1. I am an active member of the Bar of the State of California and Executive
25 Vice President and General Counsel of Reading International, Inc. I make this
26 declaration in support of Defendant Reading International, Inc's ("Reading")
27 Memorandum of Costs, as to the costs billed to and paid directly by Reading, for
28 expenses incurred on Reading's own behalf, or on behalf of the Director Defendants,

1 in the course of this litigation. Except for those matters stated on information and
2 belief, I make this declaration based upon personal knowledge and, if called upon to
3 do so, I could and would so testify.

4 2. Reading was obligated by its By-Laws, Article VII – Indemnification,
5 and its Articles of Incorporation, Article XIII – Directors’ and Officers’ Liability, and
6 contractually, as permitted by NRS Chapter 78, to indemnify the Director Defendants
7 for their defense expenses in this litigation. Based on this Court’s ruling dismissing
8 all of the Director Defendants from the matter, Reading’s obligation also became
9 statutorily imposed.

10 3. Reading has paid for costs incurred on its own behalf, as well as on
11 behalf of the Director Defendants, throughout this litigation. As shown by the
12 affidavit and declarations submitted by the defense teams, many of those costs were
13 incurred and paid through the various law firms. However, Reading also paid for
14 some costs directly.

15 4. Exhibit 1 contains a spreadsheet detailing the costs incurred by Reading,
16 as described in greater detail below. The information contained in the spreadsheet
17 was taken from records that were kept by Reading in the ordinary course of business.
18 Backup documentation is voluminous, but will be provided for review should the
19 Court so desire.

20 5. Reading incurred \$902,016.77 in E-discovery costs for services
21 performed by Navigant. **See Exhibit 1; Exhibit 2 (Navigant Invoices).** Such
22 expenses were incurred to allow Reading and the Director Defendants to comply with
23 discovery requests made by Plaintiff in this matter. As the Court no doubt recalls,
24 Plaintiff made extensive discovery requests to Reading, which required that data be
25 harvested from the computers of Reading and the Director Defendants, and such data
26 placed in searchable formats for review for responsiveness and privilege, and
27 production. The costs stated here include the fees for the professional IT services
28

1 provided by Navigant; no attorney review time, which would have been billed
2 separately by the various defense team law firms, was included in this cost statement.

3 6. Reading incurred \$87,657.20 in costs for Director and Officer Travel to
4 Depositions and Court Proceedings. **See Exhibit 1.** Reading's headquarters are
5 located in California, and its Directors and Officers live in various states; none live in
6 Nevada, where Plaintiff filed this action. Reading was required to have corporate
7 representatives travel to Nevada for many court proceedings, including those where
8 it was reasonable to anticipate that significant strategic decisions might be necessary.

9 7. Additionally, each of the Director Defendants were deposed, often
10 multiple times, and Reading was required to pay for the travel to and from depositions,
11 and at times, for lodging, for Ellen Cotter, Margaret Cotter, and Douglas McEachern.
12 *Id.*

13 8. Reading incurred \$60,987.30 in costs associated with temporary office
14 space for its defense trial teams. *Id.* In anticipation of the January 8, 2018 trial, which
15 was scheduled to last 15-19 days, Reading leased temporary office space close to the
16 Court's building. This office space was provided to permit the out-of-town defense
17 counsel to have adequate work facilities for members of the trial teams, including
18 computer work stations and printing and copying capabilities. Such near-by facilities
19 were necessary to the anticipated short-term turn around that would have been
20 required to produce pleadings, any necessary motions, and the like that typically
21 become necessary amidst a trial. Such space was also expected to be used as a
22 meeting place for the defense teams to discuss strategy, engage in final witness
23 preparation, and otherwise address the numerous issues that must be attended to
24 during a trial. Neither Reading's own counsel, nor any of the local counsel retained,
25 had sufficient available space to accommodate that needed here.

26 9. Reading agreed to the Director Defendants defense teams being led by
27 counsel outside the forum state for several reasons, including respect for the
28 preferences of the Director Defendants; familiarity with and confidence in the chosen

1 firms and attorneys; convenience for the majority of the Director Defendants,
2 particularly those most actively involved in day to day strategic decisions, who would
3 otherwise have to travel to Nevada for counsel meetings; and Reading's own
4 representation led by Nevada counsel

5 10. Reading also incurred \$6,099.27 in costs associated with a temporary
6 satellite office space for its executive officers. *Id.* As Plaintiff had asserted that he
7 intended to call upon virtually all of the Reading's executive officers for testimony, it
8 was essential that a satellite office be established to allow Reading's executive
9 officers to continue to operate and run the company effectively and efficiently. Such
10 space was also expected to be used as a meeting place for Director Defendants and
11 executive officers to discuss strategy and otherwise address the numerous issues that
12 must be attended to during the trial.

13 11. Reading also incurred \$6,108.30, *Id.*, in expenses for leasing, for the
14 anticipated length of the January 8, 2018 trial, residential space for my use. I had
15 anticipated staying in Nevada for several days of preparation time prior to trial, and
16 for the entirety of the trial. Leasing residential space for the month of January was
17 less expensive than the cost of a hotel room and services over the length of the
18 anticipated stay.

19 12. This Affidavit is made in good faith and not for the purpose of delay.
20 I declare under penalty of perjury under the laws of the State of Nevada that
21 the foregoing is true and correct.

22 Executed on August 24, 2018, in Los Angeles, California.

23
24 /s/ Craig Tompkins
25 Craig Tompkins
26
27
28

EXHIBIT 1

**Breakdown of Costs Incurred in Derivative Lawsuit
June 2015 - August 2018**

Expense Reports

Name	2015	2016	2017	2018	Notes
Andrzej Matyczynski	\$ 21,026.09	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
Craig Tompkins	\$ 10,116.79	\$ 17,005.24	\$ 820.59	\$ 1,857.86	Expense Reports pulled by Maria F., verified by Susan V.
Doug McEachern	\$ 137.50	\$ 1,475.01	\$ 136.00	\$ 144.26	Expense Reports pulled by Maria F., verified by Susan V.
Ellen Cotter	\$ 2,543.51	\$ 4,114.63	\$ 10,294.55	\$ 3,659.05	Expense Reports pulled by Laura B., verified by Susan V.
Guy Adams	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
Laura Batista	\$ -	\$ -	\$ -	\$ 880.78	Expense Reports pulled by Laura B., verified by Susan V.
Margaret Cotter	\$ -	\$ 2,418.36	\$ 6,376.24	\$ -	Expense Reports pulled by Laura B., verified by Susan V.
Michael Wrotniak	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
Tim Storey	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
Victor Albizures	\$ -	\$ -	\$ -	\$ 1,075.24	Expense Reports pulled by Laura B., verified by Susan V.
William Ellis	\$ 3,575.50	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
William Gould	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.
	\$ 37,399.39	\$ 25,013.24	\$ 17,627.38	\$ 7,617.19	
Total Expense Reports				\$ 87,657.20	

Vendor Invoices

Vendor Name	Invoice Date	Invoice No.	Services Rendered Timeframe	Invoice Amount	Type of Service/Notes
RDI - temp LV office					
Regus Management Group	12/14/2017	3038-4559	12/01/17 - 12/31/17	\$ 4,066.65	Temp LV office space. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
	1/10/2018	N/A	Dec-17	\$ 59.00	
	2/8/2018	3038-4876		\$ 1,102.19	
Office Depot	12/21/2017	N/A	Dec-17	\$ 871.43	office supplies for LV temp office. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via invoice.
				\$ 6,099.27	
Quinn Emanuel - temp LV offices (521 South Third and Golden Nugget conf. rooms)					
Aquipt	1/15/2018	108282R	12/28/17 - 1/27/18	\$ 4,506.15	Equipment for LV hotel - Jan 2018 trial. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
	1/15/2018	108283	1/2/18 - 2/1/18	\$ 11,489.10	Equipment for LV lawfirm - Jan 2018 trial. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
Shred Co	1/10/2018	20542	1/22/2018	\$ 40.00	Shredding services. Paid via RDI check.
521 South Third, LLC	12/20/2017	N/A	12/20/2017	\$ 3,500.00	Rent for temp LV office for Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
	2/13/2018	N/A	2/5/2018	\$ 554.89	Carpet cleaning, housekeeper bill and repairs to dings on walls at temp LV office for Quinn Emanuel (vendor name - Zerorez). Hired by 521 South Third, LLC. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
Cox Business	1/11/2018	N/A	12/2017 - 1/2018	\$ 507.82	Phone services for LV temp office. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
Brook Furniture	Nov-17	N/A	Dec-17	\$ 2,505.00	furniture for temp office. Hired by RDI. Invoice pulled by Laura B., verified by Susan V. Paid via Ellen's expense report.
Short Term Copiers	12/21/2017	N/A	Dec-17	\$ 3,825.00	office equipment for temp LV office. Hired by RDI. Invoice pulled by Laura B., verified by Susan V. Paid via Ellen's expense report.
Hartford Tech Rentals	Nov-17	Quote No. 2 Mifis	Dec-17	\$ 380.82	Verizon data plan hi-speed and jetpacks for 8 devices. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
Golden Nugget	17-Dec	N/A	12/27/18 - 1/28/18	\$ 33,678.52	Hotel rooms for Jan 2018 trial. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via wire.
				\$ 60,987.30	
Total Vendor Costs				\$ 73,194.87	
Combined Costs				\$ 160,852.07	
Navigant				\$ 902,016.77	
				\$ 1,062,868.84	

EXHIBIT 2

Invoice	Date	Total	Client
469932	9/10/2015	11,936.25	Reading International
473519	10/16/2015	166,921.99	Greenberg Traurig LLP
473521	10/16/2015	31,427.02	Quinn Emanuel Urquhart & Sullivan, LLP
476113	11/13/2015	42,839.60	Greenberg Traurig LLP
476114	11/13/2015	18,167.27	Quinn Emanuel Urquhart & Sullivan, LLP
476115	11/13/2015	2,834.13	Reading International - Productions
479811	12/28/2015	19,890.52	Greenberg Traurig LLP
479812	12/28/2015	7,297.22	Quinn Emanuel Urquhart & Sullivan, LLP
479813	12/28/2015	3,449.27	Reading International - Productions
481466	1/12/2016	38,367.21	Greenberg Traurig LLP
481469	1/12/2016	8,448.40	Quinn Emanuel Urquhart & Sullivan, LLP
481471	1/12/2016	3,710.39	Reading International - Productions
485709	2/19/2016	54,795.51	Greenberg Traurig LLP
485713	2/24/2016	5,198.67	Quinn Emanuel Urquhart & Sullivan, LLP
485714	2/24/2016	5,112.19	Reading International - Productions
487724	3/14/2016	33,157.30	Greenberg Traurig LLP
487725	3/14/2016	20,305.75	Quinn Emanuel Urquhart & Sullivan, LLP
487726	3/14/2016	3,986.42	Reading International - Productions
487816	3/15/2016	840.18	Sheppard Mullin Richter & Hampton LLP
491147	4/26/2016	33,748.94	Greenberg Traurig LLP
491148	4/26/2016	13,115.07	Quinn Emanuel Urquhart & Sullivan, LLP
491149	4/21/2016	3,075.19	Reading International - Productions
493691	5/18/2016	28,657.75	Greenberg Traurig LLP
493692	5/18/2016	14,152.81	Quinn Emanuel Urquhart & Sullivan, LLP
493693	5/18/2016	4,195.00	Reading International - Productions
496310	6/29/2016	17,690.91	Greenberg Traurig LLP
496312	6/29/2016	7,711.87	Quinn Emanuel Urquhart & Sullivan, LLP
496315	6/29/2016	4,102.48	Reading International - Productions
496317	6/29/2016	2,532.52	Sheppard Mullin Richter & Hampton LLP
499219	7/21/2016	17,972.72	Greenberg Traurig LLP
499220	7/21/2016	6,252.90	Quinn Emanuel Urquhart & Sullivan, LLP
499222	7/21/2016	8,092.50	Sheppard Mullin Richter & Hampton LLP
500478	7/31/2016	1,683.95	Akin, Gump, Strauss, Hauer & Feld LLP
500480	7/31/2016	1,683.95	Reading International - Productions
500481	7/31/2016	1,683.95	Quinn Emanuel Urquhart & Sullivan, LLP
502032	8/23/2016	4,533.95	Greenberg Traurig LLP
502033	8/23/2016	1,610.41	Quinn Emanuel Urquhart & Sullivan, LLP
502034	8/24/2016	214.03	Reading International - Productions
502037	8/23/2016	2,497.50	Sheppard Mullin Richter & Hampton LLP
502152	8/24/2016	214.03	Akin, Gump, Strauss, Hauer & Feld LLP
502153	8/24/2016	214.03	Reading International - Productions
504416	9/22/2016	3,099.23	Reading International
504417	9/22/2016	2,997.95	Quinn Emanuel Urquhart & Sullivan, LLP
504418	9/29/2016	1,130.21	Greenberg Traurig LLP
504885	9/29/2016	1,130.21	Quinn Emanuel Urquhart & Sullivan, LLP
504886	9/29/2016	1,130.21	Akin, Gump, Strauss, Hauer & Feld LLP

507954	10/25/2016	6,064.92	Reading International
507955	10/25/2016	2,285.28	Quinn Emanuel Urquhart & Sullivan, LLP
507957	10/25/2016	149.5	Greenberg Traurig LLP
508019	10/25/2016	149.5	Quinn Emanuel Urquhart & Sullivan, LLP
508020	10/25/2016	149.5	Akin, Gump, Strauss, Hauer & Feld LLP
510452	11/22/2016	6,600.72	Reading International
510454	11/22/2016	6,280.57	Quinn Emanuel Urquhart & Sullivan, LLP
514042	1/6/2017	13,180.35	Greenberg Traurig LLP
514044	1/6/2017	10,550.87	Quinn Emanuel Urquhart & Sullivan, LLP
514047	1/6/2017	2,002.63	Quinn Emanuel Urquhart & Sullivan, LLP
514056	1/6/2017	2,002.63	Reading International - Productions
514057	1/6/2017	2,002.63	Reading International - Productions
516932	2/27/2017	2,922.33	Greenberg Traurig LLP
516933	2/27/2017	7,558.83	Quinn Emanuel Urquhart & Sullivan, LLP
516942	2/27/2017	336.36	Reading International - Productions
516943	2/23/2017	336.36	Reading International - Productions
516944	2/27/2017	336.36	Reading International - Productions
519523	3/27/2017	2,819.88	Greenberg Traurig LLP
519525	3/27/2017	1,617.75	Quinn Emanuel Urquhart & Sullivan, LLP
519527	3/27/2017	631.34	Reading International - Productions
520945	4/17/2017	2,577.40	Greenberg Traurig LLP
520947	4/17/2017	1,640.31	Quinn Emanuel Urquhart & Sullivan, LLP
520949	4/17/2017	503.45	Reading International - Productions
523210	5/22/2017	2,819.95	Greenberg Traurig LLP
523211	5/22/2017	1,657.90	Quinn Emanuel Urquhart & Sullivan, LLP
523212	5/22/2017	2,315.64	Reading International - Productions
524770	6/30/2018	2,679.97	Greenberg Traurig LLP
524772	6/30/2017	1,520.46	Quinn Emanuel Urquhart & Sullivan, LLP
524774	6/30/2017	834.55	Reading International - Productions
525016	6/30/2017	2,679.97	Greenberg Traurig LLP
100011388	10/27/2017	2,477.81	Greenberg Traurig LLP
100011389	10/27/2017	498.38	Reading International - Productions
100011391	10/27/2017	1,258.06	Quinn Emanuel Urquhart & Sullivan, LLP
100011392	10/27/2017	2,567.74	Greenberg Traurig LLP
100011394	10/27/2017	1,475.52	Quinn Emanuel Urquhart & Sullivan, LLP
100011395	10/27/2017	498.19	Reading International - Productions
100014603	12/20/2017	6,725.10	Quinn Emanuel Urquhart & Sullivan, LLP
100014604	12/20/2017	1,509.10	Reading International - Productions
100014605	12/20/2017	2,404.91	Greenberg Traurig LLP
100014941	12/27/2017	4,379.25	Quinn Emanuel Urquhart & Sullivan, LLP
100014943	12/27/2017	631.55	Reading International - Productions
100014944	12/27/2017	3,777.42	Greenberg Traurig LLP
100015955	1/18/2018	496.56	Reading International - Productions
100015956	1/18/2018	6,659.22	Quinn Emanuel Urquhart & Sullivan, LLP
100015957	1/18/2018	2,314.92	Greenberg Traurig LLP
100018580	3/6/2018	5,736.92	Greenberg Traurig LLP
100018581	3/6/2018	2,294.22	Quinn Emanuel Urquhart & Sullivan, LLP

100018582	3/6/2018	1,766.56	Reading International - Productions
100019172	3/14/2018	3,032.31	Greenberg Traurig LLP
100019173	3/14/2018	4,567.66	Quinn Emanuel Urquhart & Sullivan, LLP
100019174	3/14/2018	548.65	Reading International - Productions
100021617	4/26/2018	2,417.41	Greenberg Traurig LLP
100021618	4/26/2018	549.64	Reading International - Productions
100021643	4/26/2018	8,052.72	Quinn Emanuel Urquhart & Sullivan, LLP
100023516	5/30/2018	4,163.54	Greenberg Traurig LLP
100023518	5/30/2018	1,776.52	Quinn Emanuel Urquhart & Sullivan, LLP
100023519	5/30/2018	1,188.97	Reading International - Productions
100024820	6/25/2018	24,539.04	Greenberg Traurig LLP
100024821	6/25/2018	31,277.43	Quinn Emanuel Urquhart & Sullivan, LLP
100024822	6/25/2018	548.22	Reading International - Productions
100026265	7/20/2018	10,339.97	Greenberg Traurig LLP
100026266	7/20/2018	1,512.96	Quinn Emanuel Urquhart & Sullivan, LLP
100026267	7/20/2018	561.45	Reading International - Productions
100007360	8/4/2017	2,320.09	Greenberg Traurig LLP
100007361	8/4/2017	1,407.25	Quinn Emanuel Urquhart & Sullivan, LLP
100007366	8/4/2017	497.76	Reading International - Productions
100010606	10/12/2017	2,320.23	Greenberg Traurig LLP
100010609	10/12/2017	1,407.96	Quinn Emanuel Urquhart & Sullivan, LLP
100010611	10/12/2017	498.09	Reading International - Productions
		902016.77	

EXHIBIT C

1 **DEC**
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20 *Attorneys for Defendants Margaret Cotter,*
21 *Ellen Cotter, Douglas McEachern, Guy Adams,*
22 *Edward Kane, Judy Coddington, and Michael Wrotniak*

23 **EIGHTH JUDICIAL DISTRICT COURT**

24 **CLARK COUNTY, NEVADA**

25 JAMES J. COTTER, JR., individually and
26 derivatively on behalf of Reading
27 International, Inc.,

28 Plaintiff,

v.

MARGARET COTTER, et al,

Defendants.

Case No. A-15-719860-B

Dept. No. XI

DECLARATION OF COUNSEL
MARSHALL M. SEARCY, III IN
SUPPORT OF MEMORANDUM OF
COSTS SUBMITTED BY READING
INTERNATIONAL, INC.

1 **DECLARATION OF COUNSEL MARSHALL M. SEARCY, III**

2 I, Marshall M. Searcy III, state and declare as follows:

3 1. I am a member of the bar of the State of California, and am an attorney with Quinn
4 Emanuel Urquhart & Sullivan, LLP (“Quinn Emanuel”), attorneys for Defendants Margaret
5 Cotter, Ellen Cotter, Guy Adams, Edward Kane, Douglas McEachern, Judy Coddington, and Michael
6 Wrotniak. I make this Affidavit based upon personal, firsthand knowledge, except where stated to
7 be on information and belief, and as to that information, I believe it to be true. If called upon to
8 testify as to the contents of this Affidavit, I am legally competent to testify to its contents in a
9 court of law.

10 2. As permitted by the attorney ethical codes of both California and Nevada, while the
11 above-named Defendants are my clients, as indicated under Nevada’s corporate code, Reading
12 International, Inc. is the party responsible for paying all costs incurred on behalf of these
13 Defendants, each of whom prevailed in this litigation.

14 3. On behalf of the Defendants I represented, Reading incurred \$5,390.00 in clerk’s
15 filing fees, including fees incurred pursuant to NRS Chapter 19 and electronic filing fees.
16 Payment of all such filing fees was mandatory. **Exhibit 1, Filing Fees.**

17 4. On behalf of the Defendants I represented, Reading incurred \$63,980.55 in fees
18 paid to court reporters related to depositions, including for costs of 1 copy of deposition
19 transcripts. **See Exhibit 2, Deposition Court Reporters.** This includes expenses for such copies
20 for the 17 witnesses called by Plaintiff, as well expenses related to the transcription/recording of
21 depositions noticed and taken by Defendants.

22 It was necessary for the Defendants I represented to participate in and obtain such copies
23 or the transcripts and video recordings, as accurate records of the testimony were needed for use in
24 motions for summary judgment, and also, for preparation of trial testimony. Additionally,
25 transcripts of the testimony of my clients was necessary, as it was likely that Plaintiff hoped to use
26 such testimony for purposes of impeachment at trial. The depositions were also necessary to flesh
27 out the specific claims made by Plaintiff, which changed over time, and to determine the details of
28

1 Plaintiff's experts' anticipated trial testimony, to determine flaws in the analysis, or underlying
2 information upon which the experts relied, and for use for impeachment during trial.

3 5. On behalf of the Defendants I represented, Reading incurred \$1,227,096.94 in
4 expert witness fees and expenses. **See Exhibit 3, Expert Fees.** In this action, Defendants engaged
5 four qualified experts, who were necessary to defend against Plaintiff's claims and rebut Plaintiff's
6 designated experts. Defendants' experts included Professor Michael Klausner, Professor Richard
7 Roll, Ph.D., Dr. Bruce Strombom and Jonathan Foster.

8 6. In the present case, Plaintiff claimed damages of more than \$110 million dollars in
9 lost value to RDI. **See Motion Exhibit E, Duarte-Silva Report at p. 14 ("Reading's**
10 **underperformance since the Replacement Date equates to a loss of approximately \$110**
11 **million in value.").** Plaintiff engaged at least five experts to submit expert reports and provide
12 expert deposition testimony. Even after Defendants brought a motion to compel, Plaintiff has
13 never revealed how much he actually paid to most of these experts. However, to prepare a
14 defense, Defendants had to respond to the following Plaintiff experts:

15 a. Dr. Tiago Duarte-Silva is a Principal in the Finance Practice at Charles River
16 Associates ("CRA"). CRA is a nationally recognized consulting firm. Dr. Duarte-
17 Silva testified that he has extensive experience in damages calculations, financial
18 statement analysis, loss causation, class certification, alleged earnings misstatements,
19 event studies/price impact analysis, valuation, and more. Dr. Duarte-Silva is an
20 adjunct professor at Boston College and publishes in top peer-reviewed academic and
21 practitioner journals. In addition to Dr. Duarte-Silva's billing rate of \$630 per hour,
22 Dr. Duarte-Silva had a team of five that charged an additional \$715 to \$305 per hour.
23 Dr. Duarte-Silva submitted both an initial expert report and rebuttal expert report and
24 sat for deposition in this matter. While Dr. Duarte-Silva did not know the total amount
25 he and his team had billed, he could not definitively say if it was more or less than
26 \$500,000. Plaintiff has never revealed how much he was charged by CRA or how
27 much he paid to CRA.

- 1 b. John Finnerty is the Managing Director at AlixPartners, LLP, a financial and
2 operational consulting firm. Mr. Finnerty testified that he had extensive experience in
3 securities valuation, derivatives valuation, solvency analysis, business valuation, the
4 calculation of damages, and litigation support for matters including securities fraud,
5 breach of contract, commercial disputes, valuation disputes, solvency, fairness, breach
6 of fiduciary duty, and employment disputes. Mr. Finnerty is a Professor of Finance at
7 Fordham University's Gabelli School of Business and was the founding Director of
8 Fordham's Master of Science in Quantitative Finance Program. Mr. Finnerty has
9 published 15 books and more than 100 articles and professional papers. Mr. Finnerty
10 billed at a rate of \$1,070 per hour. In addition to submitting a rebuttal expert report,
11 Mr. Finnerty sat for deposition in this matter. Plaintiff has never revealed how much
12 he was charged by AlixPartners or how much he paid to AlixPartners.
- 13 c. Albert Nagy is a real estate consultant with Realty Capital Solutions, LLC. Mr. Nagy's
14 cumulative professional experience in the real estate industry is in excess of 40 years.
15 His practice includes consulting in real estate property, development and commercial
16 real estate. Mr. Nagy's billed at a rate of \$650 per hour. In addition to submitting a
17 rebuttal expert report, Mr. Nagy sat for deposition in this matter.
- 18 d. Chief Justice Myron Steele was the former Chief Justice of the Delaware Supreme
19 Court. Chief Justice Steele is now a partner at Potter Anderson & Corroon LLP, a
20 reputable Delaware law firm with expertise in litigation and transaction matters
21 involving Delaware corporations. In addition, Chief Justice Steele has served as an
22 adjunct professor of law at University of Pennsylvania Law School, Pepperdine
23 University Law School and University of Virginia Law School. Chief Justice Steele
24 billed at a rate of \$1,075 per hour. In addition to submitting both an initial expert
25 report and rebuttal expert report, Chief Justice Steele sat for deposition in this matter.
- 26 e. Richard Spitz, Esq. is an experienced executive recruiter who spent over ten years at
27 Korn Ferry International, Inc., a global leading executive search firm listed on the
28 NYSE. Mr. Spitz engages in multiple professional activities including serving on

boards of several organizations. Mr. Spitz billed at a rate of \$850 per hour. In addition to submitting both an initial expert report and rebuttal expert report, Mr. Spitz sat for deposition in this matter.

7. To respond to the claims made by Plaintiff and to protect RDI and its directors from the threat of a nine-figure verdict, Defendants were obligated to engage their own expert witnesses as follows:

a. Professor Michael Klausner is the Nancy and Charles Munger Professor of Business and Professor of Law at Stanford Law School and a visiting professor at New York University School of Law. Professor Klausner teaches courses on corporate law, corporate governance, business transactions, and regulation of financial institutions. Before beginning his academic career, Professor Klausner practiced law in Washington, D.C. and was a White House fellow from 1989 to 1990, a law clerk for Judge David Bazelon on the United States Court of Appeals for the District of Columbia Circuit in 1981-82, and a law clerk for Justice William Brennan on the United States Supreme Court. Professor Klausner's expert opinion and testimony on matters of corporate governance related to the termination of Plaintiff James J. Cotter, Jr. as CEO of Reading International, Inc. was necessary in the defense against Plaintiff's claims of breach of fiduciary duty—specifically Plaintiff's claim that the Defendants breached their fiduciary duty in their decision to termination James Cotter, Jr. Professor Klausner prepared both an initial expert report and a rebuttal expert report in response to Plaintiff's expert, former Chief Justice Myron T. Steele. According to Chief Justice Steele's expert report, he charged Plaintiff \$1,075 per hour. Professor Klausner charged Defendants \$950 per hour. In total, the charge for Professor Klausner's expert services including all support staff services, administrative expenses and travel for deposition, was \$447,764.91.

b. Professor Richard Roll, Ph.D, is the Linde Institute Professor of Finance at the California Institute of Technology and Professor Emeritus at the Anderson School of Management at the University of California, Los Angeles. Professor Roll is an expert

1 in finance, statistics, and economics and his research focuses extensively on issues
2 related to the performance of companies' stock and how companies' stock prices
3 respond to new information. Professor Roll was asked to analyze potential damages
4 associated with declines in Reading's stock price due to the alleged inappropriate
5 termination of James Cotter, Jr. and more generally, the performance of Reading's
6 stock after the termination. Professor Roll prepared both an initial expert report and a
7 rebuttal expert report in response to Plaintiff's damages expert, Dr. Tiago Duarte-Silva
8 and was prepared to address Plaintiff's rebuttal expert, John Finnerty, if the case went
9 to trial. Dr. Duarte-Silva charged Plaintiff \$630 per hour, and additionally had a team
10 of five that charged between \$715 and \$305 per hour. In addition, Mr. Finnerty
11 charged Plaintiff \$1,070 per hour. Professor Roll charged Defendants \$1,200 per hour.
12 In total, the charge for Mr. Roll's expert services including all support staff services
13 and administrative expenses was \$425,165.00.

14 c. Dr. Bruce Strombom is an expert in economics and finance. Dr. Strombom has over
15 35 years of experience in corporate finance and financial and economic experience.
16 Dr. Strombom was asked to review and evaluate the broad opinions expressed by
17 Plaintiff's damages expert, Dr. Duarte-Silva, and to assess whether Dr. Duarte-Silva's
18 measure of damages was accurate. Dr. Strombom only prepared a rebuttal expert
19 report in response to Plaintiff's damages expert, Dr. Duarte-Silva. As noted above, Dr.
20 Duarte-Silva and his team charged Plaintiff between \$715 and \$305 per hour. Dr.
21 Strombom charged Defendants \$690 per hour. In total, the charge for Dr. Strombom's
22 expert services including all support staff services and administrative expenses was
23 \$152,352.50.

24 d. Jonathan Foster has over 30 years experience as an investment banker, private equity
25 investor and corporate director. Mr. Foster is an authority on mergers and acquisitions,
26 having spent more than 10 years in M&A at Lazard, where he was a managing director.
27 Given his decades of experience, he was asked to provide an opinion on the process by
28 which Reading's Board considered the unsolicited offer from Patton Vision, LLC dated

May 31, 2016, and whether that process was consistent with industry practice. Plaintiff's First Amended Complaint alleged that Defendants breached their fiduciary duties with respect to their handling of the unsolicited offer. Mr. Foster was also tasked with providing an opinion on certain assertions made by Plaintiff's damages expert Dr. Duarte-Silva related to the unsolicited indication of interest. Mr. Foster prepared a rebuttal expert report in response to Dr. Duarte-Silva's alleged damages related to the Patton Vision unsolicited indication of interest. As noted above, Dr. Duarte-Silva and his team charged Plaintiff between \$715 and \$305 per hour. Mr. Foster charged Defendants \$990 per hour. In total, the charge for Mr. Foster's expert services including all support staff services and administrative expenses was \$201,814.53.

8. The reasonableness of Defendants' experts' hourly rates is supported by the hourly rates charged by Plaintiff's own experts, which are around the same rate or higher than Defendants' experts:

Expert Areas	Plaintiff's Expert and Rate	Defendants' Expert and Rate
Damages	Dr. Duarte-Silva @ \$630/hour	Strombom @ \$690/hour
Damages	Finnerty @ \$1,070/hour	Roll @\$1,200/hour
Damages		Foster @ \$990/hour
Real Estate Executive Compensation	Nagy @ \$650/hour	
Corporate Governance	Chief Justice Steele @ \$1,075/hour	Klausner @ \$950/hour
Executive Searches	Spitz @ \$850/hour	

9. Defendants' engagement of its corporate governance experts was critical in securing the ultimate outcome in the case—dismissal of all Defendants. As the Court is aware, this matter lasted several years and involved numerous (and constantly changing) claims asserted by Plaintiff. Accordingly, Defendants' experts collectively expended hundreds of hours dissecting and rebutting Plaintiff's claims and Plaintiff's expert reports. Defendants' expert reports set forth the proper standards that guided Defendants' motions for summary judgment, which this Court's

1 ultimately granted. The experts greatly contributed to the briefings filed by Defendants, which
2 ultimately led to judgment in favor of all the Defendants.

3 10. On behalf of the Defendants I represented, Reading incurred \$1,001.86 in costs
4 associated with the service of subpoenas on New Castle County Courthouse, Eidelman Virant
5 Capital Inc., Derek Alderton and Highpoint Associates. **See Exhibit 4, Process Service.** Service
6 of subpoenas on these non-party persons and entities was necessary to obtain their testimony and
7 documentary evidence.

8 11. On behalf of the Defendants I represented, Reading incurred \$11,550.84 for
9 reasonable costs for telecopies and photocopies. **See Exhibit 5, Telecopy and Photocopies.** The
10 exhibit details the date the copies were made, the number of copies, the cost per copy, and the total
11 cost of copies. Over the course of nearly three years of litigation in this action, defense counsel
12 received documents that needed to be distributed to Defendants, Plaintiff, expert witnesses, and
13 others. The copies were also necessary for the firm's attorneys and support staff to undertake the
14 basic tasks of litigation, and for use as exhibits during depositions.

15 12. On behalf of the Defendants I represented, Reading incurred \$887.10 in long
16 distance telephone calls. **Exhibit 6, Long Distance Telephone Calls.** Such long distance
17 telephone calls were necessary given that multiple Defendants and witnesses live across the
18 country (with one Defendant living abroad), and Plaintiff's and Reading's counsels' offices were
19 in Nevada, as is the Court.

20 13. On behalf of the Defendants I represented, Reading incurred \$3,067.34 in
21 reasonable and necessary postage and shipping charges. **Exhibit 7, Postage and Shipping.** As
22 noted above, several Defendants and other witnesses live across the country (and abroad).
23 Accordingly, in order to keep the Defendants and witnesses apprised of filings and other
24 developments in the case, defense counsel must ship documents via U.S. Post and Federal
25 Express.

26 14. On behalf of the Defendants I represented, Reading incurred \$28,111.18 for
27 deposition travel expenses, as set forth in **Exhibit 8, Deposition Travel Expenditures.** In this
28 matter, there were 49 depositions attributable to Plaintiff's claims. Those depositions took place

1 in various parts of California, as well as in New York, Massachusetts, Missouri, Pennsylvania, and
2 in Northern California. As noted in Paragraph 3 above, these depositions were necessary for the
3 preparation of a defense in this matter. It was necessary that an attorney representing my clients
4 be presented at each deposition, in order to protect their rights, make appropriate objections, and to
5 ask pertinent questions of Plaintiff's witnesses.

6 15. On behalf of the Defendants I represented, Reading incurred \$6,612.00 for
7 computerized legal research. **Exhibit 9, Computerized Legal Research.** Defendants' expenses
8 incurred in legal research, which are expressly authorized in NRS 18.005(17), are reasonable and
9 necessary in light of the complexity of this action.

10 16. On behalf of the Defendants I represented, Reading incurred \$71,687.19 for travel
11 and lodging expenses incurred for purposes of appearing at court proceedings, for witness
12 preparation, and for meetings in Nevada among the defense teams. **See Exhibit 10. Court**
13 **related Travel.** Such travel was necessary as my own offices are located in California, while both
14 the Court and Reading's counsel's offices are located in Nevada.

15 19. This Declaration is made in good faith and not for the purpose of delay.

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

18 Executed on August 24, 2018, in Los Angeles, California.

19
20 /s/ Marshall M. Searcy III
Marshall M. Searcy III
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Exhibit 1

Defendant	Filing Fees
Guy Adams Filing Fees	\$30.00
Edward Kane Filing Fees	\$30.00
Douglas McEachern Filing Fees	\$30.00
Judy Coddling	\$1,483.00
Michael Wrotniak	\$30.00
Ellen Cotter Filing Fees	\$30.00
Margaret Cotter Filing Fees	\$3,757.00
Quinn Emanuel Urquhart & Sullivan Total Costs	\$5,390.00

Cancel Reason
Vacated - per Judge

Comment
Final Pre Trial Conference

07/09/2018 Jury Trial ▼

Judicial Officer
Gonzalez, Elizabeth

Hearing Time
10:30 AM

Cancel Reason
Vacated - per Judge

Financial

Cotter, James J, Jr.

Total Financial Assessment	\$2,944.00
Total Payments and Credits	\$2,944.00

6/15/2015	Transaction Assessment			\$1,533.50
6/15/2015	Efile Payment	Receipt # 2015-62268-CCCLK	Cotter, James J	(\$1,530.00)
6/15/2015	Efile Payment	Receipt # 2015-62269-CCCLK	Cotter, James J	(\$3.50)
6/15/2015	Transaction Assessment			\$16.00
6/15/2015	Payment (Window)	Receipt # 2015-62439-CCCLK	Nationwide Legal Nevada	(\$16.00)
6/16/2015	Transaction Assessment			\$157.00

JA8529

6/16/2015	Payment (Window)	Receipt # 2015- 63058- CCCLK	AM PM Legal Solutions	(\$157.00)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63505- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63547- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63549- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63552- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63554- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63556- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50

6/17/2015	Efile Payment	Receipt # 2015- 63558- CCCLK	Cotter, James J	(\$3.50)
6/17/2015	Transaction Assessment			\$3.50
6/17/2015	Efile Payment	Receipt # 2015- 63562- CCCLK	Cotter, James J	(\$3.50)
6/18/2015	Transaction Assessment			\$24.00
6/18/2015	Payment (Window)	Receipt # 2015- 64292- CCCLK	Lewis Roca Rothgerber	(\$24.00)
7/15/2015	Transaction Assessment			\$3.50
7/15/2015	Efile Payment	Receipt # 2015- 74149- CCCLK	Cotter, James J	(\$3.50)
8/3/2015	Transaction Assessment			\$3.50
8/3/2015	Efile Payment	Receipt # 2015- 81378- CCCLK	Cotter, James J	(\$3.50)
8/4/2015	Transaction Assessment			\$3.50
8/4/2015	Efile Payment	Receipt # 2015- 81828- CCCLK	Cotter, James J	(\$3.50)
8/13/2015	Transaction Assessment			\$3.50
8/13/2015	Efile Payment	Receipt # 2015- 85537- CCCLK	Cotter, James J	(\$3.50)
8/24/2015	Transaction Assessment			\$3.50

8/24/2015	Efile Payment	Receipt # 2015- 89627- CCCLK	Cotter, James J	(\$3.50)
8/27/2015	Transaction Assessment			\$3.50
8/27/2015	Efile Payment	Receipt # 2015- 91160- CCCLK	Cotter, James J	(\$3.50)
10/12/2015	Transaction Assessment			\$3.50
10/12/2015	Efile Payment	Receipt # 2015- 107232- CCCLK	Cotter, James J	(\$3.50)
10/22/2015	Transaction Assessment			\$3.50
10/22/2015	Efile Payment	Receipt # 2015- 111765- CCCLK	Cotter, James J	(\$3.50)
10/26/2015	Transaction Assessment			\$6.00
10/26/2015	Payment (Window)	Receipt # 2015- 112761- CCCLK	Legal Wings	(\$6.00)
11/13/2015	Transaction Assessment			\$3.50
11/13/2015	Efile Payment	Receipt # 2015- 119214- CCCLK	Cotter, James J	(\$3.50)
12/8/2015	Transaction Assessment			\$3.50
12/8/2015	Efile Payment	Receipt # 2015- 127013- CCCLK	Cotter, James J	(\$3.50)
12/18/2015	Transaction Assessment			\$3.50

12/18/2015	Efile Payment	Receipt # 2015- 130984- CCCLK	Cotter, James J	(\$3.50)
1/20/2016	Transaction Assessment			\$3.50
1/20/2016	Efile Payment	Receipt # 2016- 06093- CCCLK	Cotter, James J	(\$3.50)
2/10/2016	Transaction Assessment			\$3.50
2/10/2016	Efile Payment	Receipt # 2016- 13667- CCCLK	Cotter, James J	(\$3.50)
2/10/2016	Transaction Assessment			\$3.50
2/10/2016	Efile Payment	Receipt # 2016- 13681- CCCLK	Cotter, James J	(\$3.50)
3/1/2016	Transaction Assessment			\$3.50
3/1/2016	Efile Payment	Receipt # 2016- 21207- CCCLK	Cotter, James J	(\$3.50)
3/2/2016	Transaction Assessment			\$3.50
3/2/2016	Efile Payment	Receipt # 2016- 21795- CCCLK	Cotter, James J	(\$3.50)
3/3/2016	Transaction Assessment			\$3.50
3/3/2016	Efile Payment	Receipt # 2016- 21916- CCCLK	Cotter, James J	(\$3.50)
3/11/2016	Transaction Assessment			\$3.50

3/11/2016	Efile Payment	Receipt # 2016- 25161- CCCLK	Cotter, James J	(\$3.50)
3/11/2016	Transaction Assessment			\$3.50
3/11/2016	Efile Payment	Receipt # 2016- 25175- CCCLK	Cotter, James J	(\$3.50)
3/16/2016	Transaction Assessment			\$3.50
3/16/2016	Efile Payment	Receipt # 2016- 26670- CCCLK	Cotter, James J	(\$3.50)
3/16/2016	Transaction Assessment			\$3.50
3/16/2016	Efile Payment	Receipt # 2016- 26882- CCCLK	Cotter, James J	(\$3.50)
3/25/2016	Transaction Assessment			\$3.50
3/25/2016	Efile Payment	Receipt # 2016- 30367- CCCLK	Cotter, James J	(\$3.50)
4/5/2016	Transaction Assessment			\$3.50
4/5/2016	Efile Payment	Receipt # 2016- 33407- CCCLK	Cotter, James J	(\$3.50)
4/11/2016	Transaction Assessment			\$3.50
4/11/2016	Efile Payment	Receipt # 2016- 35355- CCCLK	Cotter, James J	(\$3.50)
4/12/2016	Transaction Assessment			\$3.50

4/12/2016	Efile Payment	Receipt # 2016- 35677- CCCLK	Cotter, James J	(\$3.50)
4/12/2016	Transaction Assessment			\$3.50
4/12/2016	Efile Payment	Receipt # 2016- 36093- CCCLK	Cotter, James J	(\$3.50)
4/26/2016	Transaction Assessment			\$3.50
4/26/2016	Efile Payment	Receipt # 2016- 40392- CCCLK	Cotter, James J	(\$3.50)
5/4/2016	Transaction Assessment			\$3.50
5/4/2016	Efile Payment	Receipt # 2016- 43629- CCCLK	Cotter, James J	(\$3.50)
5/26/2016	Transaction Assessment			\$3.50
5/26/2016	Efile Payment	Receipt # 2016- 51021- CCCLK	Cotter, James J	(\$3.50)
5/31/2016	Transaction Assessment			\$3.50
5/31/2016	Efile Payment	Receipt # 2016- 52354- CCCLK	Cotter, James J	(\$3.50)
6/17/2016	Transaction Assessment			\$3.50
6/17/2016	Efile Payment	Receipt # 2016- 58439- CCCLK	Cotter, James J	(\$3.50)
7/1/2016	Transaction Assessment			\$3.50

7/1/2016	Efile Payment	Receipt # 2016- 63394- CCCLK	Cotter, James J	(\$3.50)
7/18/2016	Transaction Assessment			\$3.50
7/18/2016	Efile Payment	Receipt # 2016- 68288- CCCLK	Cotter, James J	(\$3.50)
7/18/2016	Transaction Assessment			\$3.50
7/18/2016	Efile Payment	Receipt # 2016- 68345- CCCLK	Cotter, James J	(\$3.50)
7/27/2016	Transaction Assessment			\$3.50
7/27/2016	Efile Payment	Receipt # 2016- 71987- CCCLK	Cotter, James J	(\$3.50)
8/1/2016	Transaction Assessment			\$3.50
8/1/2016	Efile Payment	Receipt # 2016- 73504- CCCLK	Cotter, James J	(\$3.50)
8/2/2016	Transaction Assessment			\$3.50
8/2/2016	Efile Payment	Receipt # 2016- 73967- CCCLK	Cotter, James J	(\$3.50)
8/3/2016	Transaction Assessment			\$3.50
8/3/2016	Efile Payment	Receipt # 2016- 74698- CCCLK	Cotter, James J	(\$3.50)
8/8/2016	Transaction Assessment			\$3.50

8/8/2016	Efile Payment	Receipt # 2016- 76174- CCCLK	Cotter, James J	(\$3.50)
8/8/2016	Transaction Assessment			\$3.50
8/8/2016	Efile Payment	Receipt # 2016- 76176- CCCLK	Cotter, James J	(\$3.50)
8/12/2016	Transaction Assessment			\$3.50
8/12/2016	Efile Payment	Receipt # 2016- 78181- CCCLK	Cotter, James J	(\$3.50)
8/15/2016	Transaction Assessment			\$3.50
8/15/2016	Efile Payment	Receipt # 2016- 78623- CCCLK	Cotter, James J	(\$3.50)
8/24/2016	Transaction Assessment			\$3.50
8/24/2016	Efile Payment	Receipt # 2016- 81945- CCCLK	Cotter, James J	(\$3.50)
9/2/2016	Transaction Assessment			\$3.50
9/2/2016	Efile Payment	Receipt # 2016- 85472- CCCLK	Cotter, James J	(\$3.50)
9/2/2016	Transaction Assessment			\$3.50
9/2/2016	Efile Payment	Receipt # 2016- 85490- CCCLK	Cotter, James J	(\$3.50)
9/2/2016	Transaction Assessment			\$3.50

9/2/2016	Efile Payment	Receipt # 2016- 85519- CCCLK	Cotter, James J	(\$3.50)
9/2/2016	Transaction Assessment			\$3.50
9/2/2016	Efile Payment	Receipt # 2016- 85532- CCCLK	Cotter, James J	(\$3.50)
9/6/2016	Transaction Assessment			\$3.50
9/6/2016	Efile Payment	Receipt # 2016- 85639- CCCLK	Cotter, James J	(\$3.50)
9/7/2016	Transaction Assessment			\$3.50
9/7/2016	Efile Payment	Receipt # 2016- 86598- CCCLK	Cotter, James J	(\$3.50)
9/12/2016	Transaction Assessment			\$3.50
9/12/2016	Efile Payment	Receipt # 2016- 88190- CCCLK	Cotter, James J	(\$3.50)
9/15/2016	Transaction Assessment			\$200.00
9/15/2016	Payment (Mail)	Receipt # 2016- 29159- FAM	Adam Sues and Kaileen Elise Sues	(\$200.00)
9/23/2016	Transaction Assessment			\$3.50
9/23/2016	Efile Payment	Receipt # 2016- 92519- CCCLK	Cotter, James J	(\$3.50)
9/23/2016	Transaction Assessment			\$200.00

9/23/2016	Efile Payment	Receipt # 2016- 92853- CCCLK	Cotter, James J	(\$200.00)
9/26/2016	Transaction Assessment			\$203.50
9/26/2016	Efile Payment	Receipt # 2016- 92923- CCCLK	Cotter, James J	(\$200.00)
9/26/2016	Efile Payment	Receipt # 2016- 92924- CCCLK	Cotter, James J	(\$3.50)
9/26/2016	Transaction Assessment			\$3.50
9/26/2016	Efile Payment	Receipt # 2016- 92935- CCCLK	Cotter, James J	(\$3.50)
9/26/2016	Transaction Assessment			\$3.50
9/26/2016	Efile Payment	Receipt # 2016- 93140- CCCLK	Cotter, James J	(\$3.50)
9/28/2016	Transaction Assessment			\$3.50
9/28/2016	Efile Payment	Receipt # 2016- 93828- CCCLK	Cotter, James J	(\$3.50)
10/3/2016	Transaction Assessment			\$3.50
10/3/2016	Efile Payment	Receipt # 2016- 95949- CCCLK	Cotter, James J	(\$3.50)
10/3/2016	Transaction Assessment			\$3.50
10/3/2016	Efile Payment	Receipt # 2016- 95951- CCCLK	Cotter, James J	(\$3.50)

10/5/2016	Transaction Assessment			\$3.50
10/5/2016	Efile Payment	Receipt # 2016-96960-CCCLK	Cotter, James J	(\$3.50)
10/6/2016	Transaction Assessment			\$3.50
10/6/2016	Efile Payment	Receipt # 2016-97076-CCCLK	Cotter, James J	(\$3.50)
10/10/2016	Transaction Assessment			\$3.50
10/10/2016	Efile Payment	Receipt # 2016-98282-CCCLK	Cotter, James J	(\$3.50)
10/10/2016	Transaction Assessment			\$3.50
10/10/2016	Efile Payment	Receipt # 2016-98287-CCCLK	Cotter, James J	(\$3.50)
10/11/2016	Transaction Assessment			\$15.00
10/11/2016	Payment (Mail)	Receipt # 2016-31862-FAM	Edwards, James	(\$15.00)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016-99878-CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016-99880-CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50

10/13/2016	Efile Payment	Receipt # 2016- 99882- CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016- 99886- CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016- 99907- CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016- 99909- CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016- 99911- CCCLK	Cotter, James J	(\$3.50)
10/13/2016	Transaction Assessment			\$3.50
10/13/2016	Efile Payment	Receipt # 2016- 99913- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100761- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50

10/17/2016	Efile Payment	Receipt # 2016- 100894- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100896- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100898- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100900- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100902- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100904- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100930- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50

10/17/2016	Efile Payment	Receipt # 2016- 100932- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100934- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100936- CCCLK	Cotter, James J	(\$3.50)
10/17/2016	Transaction Assessment			\$3.50
10/17/2016	Efile Payment	Receipt # 2016- 100938- CCCLK	Cotter, James J	(\$3.50)
10/24/2016	Transaction Assessment			\$3.50
10/24/2016	Efile Payment	Receipt # 2016- 103658- CCCLK	Cotter, James J	(\$3.50)
10/25/2016	Transaction Assessment			\$3.50
10/25/2016	Efile Payment	Receipt # 2016- 104301- CCCLK	Cotter, James J	(\$3.50)
10/26/2016	Transaction Assessment			\$3.50
10/26/2016	Efile Payment	Receipt # 2016- 104688- CCCLK	Cotter, James J	(\$3.50)
10/26/2016	Transaction Assessment			\$3.50

10/26/2016	Efile Payment	Receipt # 2016- 104727- CCCLK	Cotter, James J	(\$3.50)
10/31/2016	Transaction Assessment			\$69.50
10/31/2016	Payment (Window)	Receipt # 2016- 105825- CCCLK	American Legal Investigation Services Nevada, Inc	(\$69.50)
11/8/2016	Transaction Assessment			\$28.50
11/8/2016	Payment (Window)	Receipt # 2016- 109099- CCCLK	American Legal Investigation Services Nevada	(\$28.50)
11/8/2016	Transaction Assessment			\$78.50
11/8/2016	Payment (Window)	Receipt # 2016- 109263- CCCLK	American Legal Investigation	(\$78.50)
11/23/2016	Transaction Assessment			\$3.50
11/23/2016	Efile Payment	Receipt # 2016- 114812- CCCLK	Cotter, James J	(\$3.50)
11/29/2016	Transaction Assessment			\$3.50
11/29/2016	Efile Payment	Receipt # 2016- 115761- CCCLK	Cotter, James J	(\$3.50)
12/5/2016	Transaction Assessment			\$3.50
12/5/2016	Efile Payment	Receipt # 2016- 117723- CCCLK	Cotter, James J	(\$3.50)
12/9/2016	Transaction Assessment			\$3.50

12/9/2016	Efile Payment	Receipt # 2016- 119672- CCCLK	Cotter, James J	(\$3.50)
12/12/2016	Transaction Assessment			\$3.50
12/12/2016	Efile Payment	Receipt # 2016- 119724- CCCLK	Cotter, James J	(\$3.50)
12/21/2016	Transaction Assessment			\$3.50
12/21/2016	Efile Payment	Receipt # 2016- 123229- CCCLK	Cotter, James J	(\$3.50)
12/21/2016	Transaction Assessment			\$3.50
12/21/2016	Efile Payment	Receipt # 2016- 123418- CCCLK	Cotter, James J	(\$3.50)
12/22/2016	Transaction Assessment			\$3.50
12/22/2016	Efile Payment	Receipt # 2016- 123561- CCCLK	Cotter, James J	(\$3.50)
12/22/2016	Transaction Assessment			\$3.50
12/22/2016	Efile Payment	Receipt # 2016- 123760- CCCLK	Cotter, James J	(\$3.50)
12/28/2016	Transaction Assessment			\$3.50
12/28/2016	Efile Payment	Receipt # 2016- 124908- CCCLK	Cotter, James J	(\$3.50)
12/28/2016	Transaction Assessment			\$3.50

12/28/2016	Efile Payment	Receipt # 2016- 125162- CCCLK	Cotter, James J	(\$3.50)
12/29/2016	Transaction Assessment			\$3.50
12/29/2016	Efile Payment	Receipt # 2016- 125172- CCCLK	Cotter, James J	(\$3.50)
1/23/2017	Transaction Assessment			\$3.50
1/23/2017	Efile Payment	Receipt # 2017- 06923- CCCLK	Cotter, James J	(\$3.50)
1/23/2017	Transaction Assessment			\$3.50
1/23/2017	Efile Payment	Receipt # 2017- 07064- CCCLK	Cotter, James J	(\$3.50)
2/15/2017	Transaction Assessment			\$3.50
2/15/2017	Efile Payment	Receipt # 2017- 15489- CCCLK	Cotter, James J	(\$3.50)
2/15/2017	Transaction Assessment			\$3.50
2/15/2017	Efile Payment	Receipt # 2017- 15586- CCCLK	Cotter, James J	(\$3.50)
8/25/2017	Transaction Assessment			\$3.50
8/25/2017	Efile Payment	Receipt # 2017- 67240- CCCLK	Cotter, James J	(\$3.50)
10/30/2017	Transaction Assessment			\$3.50

10/30/2017	Efile Payment	Receipt # 2017- 82346- CCCLK	Cotter, James J	(\$3.50)
2/1/2018	Transaction Assessment			\$24.00
2/1/2018	Efile Payment	Receipt # 2018- 07607- CCCLK	Cotter, James J	(\$24.00)
6/8/2018	Transaction Assessment			\$3.50
6/8/2018	Efile Payment	Receipt # 2018- 38517- CCCLK	Cotter, James J	(\$3.50)

Cotter, Margaret

Total Financial Assessment

\$3,757.00

Total Payments and Credits

\$3,757.00

7/10/2015	Transaction Assessment			\$450.00
7/10/2015	Efile Payment	Receipt # 2015-72313- CCCLK	Cotter, Margaret	(\$450.00)
7/10/2015	Transaction Assessment			\$1,483.00
7/10/2015	Efile Payment	Receipt # 2015-72318- CCCLK	Cotter, Margaret	(\$1,483.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92669- CCCLK	Cotter, Margaret	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92673- CCCLK	Cotter, Margaret	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92757- CCCLK	Cotter, Margaret	(\$200.00)

9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92759-CCCLK	Cotter, Margaret	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92852-CCCLK	Cotter, Margaret	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92859-CCCLK	Cotter, Margaret	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016-92860-CCCLK	Cotter, Margaret	(\$200.00)
11/9/2017	Transaction Assessment			\$200.00
11/9/2017	Efile Payment	Receipt # 2017-85318-CCCLK	Cotter, Margaret	(\$200.00)
2/16/2018	Transaction Assessment			\$24.00
2/16/2018	Efile Payment	Receipt # 2018-11830-CCCLK	Cotter, Margaret	(\$24.00)
6/4/2018	Transaction Assessment			\$200.00
6/4/2018	Efile Payment	Receipt # 2018-37138-CCCLK	Cotter, Margaret	(\$200.00)
Cotter, Ellen				
	Total Financial Assessment			\$30.00
	Total Payments and Credits			\$30.00
7/10/2015	Transaction Assessment			\$30.00
7/10/2015	Efile Payment	Receipt # 2015-72319-CCCLK	Cotter, Ellen	(\$30.00)
Adams, Guy				
	Total Financial Assessment			\$30.00
	Total Payments and Credits			\$30.00

7/10/2015	Transaction Assessment			\$30.00
7/10/2015	Efile Payment	Receipt # 2015- 72320-CCCLK	Adams, Guy	(\$30.00)
Kane, Edward				
	Total Financial Assessment			\$30.00
	Total Payments and Credits			\$30.00
7/10/2015	Transaction Assessment			\$30.00
7/10/2015	Efile Payment	Receipt # 2015- 72321-CCCLK	Kane, Edward	(\$30.00)
McEachern, Douglas				
	Total Financial Assessment			\$30.00
	Total Payments and Credits			\$30.00
7/10/2015	Transaction Assessment			\$30.00
7/10/2015	Efile Payment	Receipt # 2015-72322- CCCLK	McEachern, Douglas	(\$30.00)
Gould, William				
	Total Financial Assessment			\$454.00
	Total Payments and Credits			\$454.00
9/24/2015	Transaction Assessment			\$30.00
9/24/2015	Efile Payment	Receipt # 2015- 101040-CCCLK	Gould, William	(\$30.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016- 92851-CCCLK	Gould, William	(\$200.00)
9/23/2016	Transaction Assessment			\$200.00
9/23/2016	Efile Payment	Receipt # 2016- 92863-CCCLK	Gould, William	(\$200.00)
2/15/2018	Transaction Assessment			\$24.00
2/15/2018	Efile Payment	Receipt # 2018- 11712-CCCLK	Gould, William	(\$24.00)
Reading International, Inc				
	Total Financial Assessment			\$2,883.00
	Total Payments and Credits			\$2,883.00
9/3/2015	Transaction Assessment			\$1,483.00

9/3/2015	Efile Payment	Receipt # 2015- 93559- CCCLK	Reading International, Inc	(\$1,483.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95926- CCCLK	Reading International, Inc	(\$200.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95927- CCCLK	Reading International, Inc	(\$200.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95930- CCCLK	Reading International, Inc	(\$200.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95935- CCCLK	Reading International, Inc	(\$200.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95936- CCCLK	Reading International, Inc	(\$200.00)
10/3/2016	Transaction Assessment			\$200.00
10/3/2016	Efile Payment	Receipt # 2016- 95938- CCCLK	Reading International, Inc	(\$200.00)
10/4/2016	Transaction Assessment			\$200.00

10/4/2016	Efile Payment	Receipt # 2016- 96204- CCCLK	Reading International, Inc	(\$200.00)
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Diamond A Partners LP

Total Financial Assessment	\$1,483.00
Total Payments and Credits	\$1,483.00

8/4/2016	Transaction Assessment			\$1,483.00
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8/4/2016	Efile Payment	Receipt # 2016-74806- CCCLK	Diamond A Partners LP	(\$1,483.00)
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Diamond A Investors LP

Total Financial Assessment	\$30.00
Total Payments and Credits	\$30.00

8/4/2016	Transaction Assessment			\$30.00
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8/4/2016	Efile Payment	Receipt # 2016-74807- CCCLK	Diamond A Investors LP	(\$30.00)
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Codding, Judy

Total Financial Assessment	\$1,483.00
Total Payments and Credits	\$1,483.00

8/15/2016	Transaction Assessment			\$1,483.00
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8/15/2016	Efile Payment	Receipt # 2016-78392- CCCLK	Codding, Judy	(\$1,483.00)
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Wrotniak, Michael

Total Financial Assessment	\$30.00
Total Payments and Credits	\$30.00

8/15/2016	Transaction Assessment			\$30.00
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8/15/2016	Efile Payment	Receipt # 2016-78393- CCCLK	Wrotniak, Michael	(\$30.00)
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Documents

JA8551

Exhibit 2



Litigation
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3770 Howard Hughes Prkwy.
Suite 300
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Phone: 800.330.1112
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Marshall M. Searcy, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1217817	3/20/2018	453340
Job Date	Case No.	
2/28/2018	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

One Certified Copy of the Video Deposition of:

Douglas McEachern, Vol IV

619.35

One Certified Copy of the Video Deposition of:

Judy Coddington, Vol II

707.80

TOTAL DUE >>> **\$1,327.15**

AFTER 4/19/2018 PAY \$1,459.87

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 0.00

(+) Finance Charges/Debits: 132.72

(=) New Balance: **\$1,459.87**

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

Please detach bottom portion and return with payment.

Marshall M. Searcy, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1217817
Invoice Date : 3/20/2018
Total Due : \$ 1,459.87

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 453340
BU ID : NATE-CR
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8553



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Noah Helpern, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1225948	4/19/2018	461424
Job Date	Case No.	
4/5/2018	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

One Certified Copy of the Video Deposition of:
William Gould, Volume III

623.05

TOTAL DUE >>> **\$623.05**
AFTER 5/19/2018 PAY \$685.36

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 0.00
(+) Finance Charges/Debits: 62.31
(=) New Balance: \$685.36

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

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Noah Helpern, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1225948
Invoice Date : 4/19/2018
Total Due : \$ 685.36

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 461424
BU ID : NATE-CRO
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8554



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Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1094792	9/15/2016	321641
Job Date	Case No.	
7/7/2016	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

Synched DVD Copy for the Deposition of:

Douglas McEachern, Vol. II (video)

345.00

TOTAL DUE >>> \$345.00

AFTER 10/15/2016 PAY \$379.50

Location of Deposition: Los Angeles, California

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 345.00

(+) Finance Charges/Debits: 34.50

(=) New Balance: \$0.00

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

Please detach bottom portion and return with payment.

Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1094792
Invoice Date : 9/15/2016
Total Due : \$ 0.00

Remit To: **Litigation Services and Technologies of
Nevada, LLC
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Las Vegas, NV 89193-8813**

Job No. : 321641
BU ID : LV-VID
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8555



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Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1094790	9/15/2016	305202
Job Date	Case No.	
5/6/2016	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

Synched DVD Copy for the Deposition of:
Douglas McEachern

510.00

TOTAL DUE >>> **\$510.00**
AFTER 10/15/2016 PAY \$561.00

Location of Deposition: Santa Monica, California

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 510.00
(+) Finance Charges/Debits: 51.00
(=) New Balance: **\$0.00**

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

Please detach bottom portion and return with payment.

Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1094790
Invoice Date : 9/15/2016
Total Due : \$ 0.00

Remit To: **Litigation Services and Technologies of
Nevada, LLC
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Las Vegas, NV 89193-8813**

Job No. : 305202
BU ID : LV-VID
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8556



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Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1094787	9/15/2016	331294
Job Date	Case No.	
8/18/2016	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

Synched DVD Copy for the Deposition of:
Robert Mayes (video)

235.00

TOTAL DUE >>> **\$235.00**
AFTER 10/15/2016 PAY \$258.50

Location of Deposition: Los Angeles, California

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 235.00
(+) Finance Charges/Debits: 23.50
(=) New Balance: **\$0.00**

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

Please detach bottom portion and return with payment.

Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1094787
Invoice Date : 9/15/2016
Total Due : \$ 0.00

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 331294
BU ID : LV-VID
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8557



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Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

INVOICE

Invoice No.	Invoice Date	Job No.
1094794	9/15/2016	323868
Job Date	Case No.	
8/3/2016	A-15-719860-B P-14-082942-E	
Case Name		
Cotter, Jr. vs. Cotter, et al.		
Payment Terms		
Net 30		

Synched DVD Copy for the Deposition of:
Timothy Storey (video)

290.00

TOTAL DUE >>> **\$290.00**
AFTER 10/15/2016 PAY \$319.00

Location of Deposition: Los Angeles, California

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 290.00
(+) Finance Charges/Debits: 29.00
(=) New Balance: **\$0.00**

Tax ID: 27-5114755

Phone: 213-624-7707 Fax: 213-624-0643

Please detach bottom portion and return with payment.

Mario Gutierrez
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St 10th Fl
Los Angeles, CA 90017

Invoice No. : 1094794
Invoice Date : 9/15/2016
Total Due : \$ 0.00

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 323868
BU ID : LV-VID
Case No. : A-15-719860-B P-14-082942-E
Case Name : Cotter, Jr. vs. Cotter, et al.

JA8558