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**CERTIFICATE OF SERVICE**

The undersigned, an employee of Robertson & Associates, LLP, hereby certifies that on the 17<sup>th</sup> day of August, 2015, I served a true and correct copy of **REQUEST FOR PRODUCTION OF DOCUMENTS** by electronic service by submitting the foregoing to the Court's E-filing System for Electronic Service upon the Court's Service List pursuant to EDCR 8. The copy of the document electronically served bears a notation of the date and time of service.

**PLEASE SEE THE E-SERVICE MASTER LIST**

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

Dated: August 17, 2015

*/s/ Ann Russo*

An employee of ROBERTSON & ASSOCIATES, LLP

1 ALEXANDER ROBERTSON, IV (Nevada Bar No. 8642)  
a robertson@arobertsonlaw.com  
2 ROBERTSON & ASSOCIATES, LLP  
32121 Lindero Canyon Road, Suite 200  
3 Westlake Village, California 91361  
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4 ADAM C. ANDERSON (Nevada Bar No. 13062)  
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Las Vegas, NV 89101  
7 Telephone: (702) 385-9595 • Facsimile: (702) 386-2737

8 Attorneys for Attorneys for Plaintiffs and  
Intervenors, T2 PARTNERS MANAGEMENT,  
9 LP, a Delaware limited partnership, doing  
business as KASE CAPITAL MANAGEMENT;  
10 T2 ACCREDITED FUND, LP, a Delaware  
limited partnership, doing business as KASE  
11 FUND; T2 QUALIFIED FUND, LP, a Delaware  
limited partnership, doing business as KASE  
12 QUALIFIED FUND; TILSON OFFSHORE  
FUND, LTD, a Cayman Islands exempted  
13 company; T2 PARTNERS MANAGEMENT I,  
LLC, a Delaware limited liability company, doing  
14 business as KASE MANAGEMENT; T2  
PARTNERS MANAGEMENT GROUP, LLC, a  
15 Delaware limited liability company, doing  
business as KASE GROUP; JMG CAPITAL  
16 MANAGEMENT, LLC, a Delaware limited  
liability company; PACIFIC CAPITAL  
17 MANAGEMENT, LLC, a Delaware limited  
liability company,

18 Derivatively On Behalf of Reading International,  
19 Inc.

20 DISTRICT COURT

21 CLARK COUNTY, NEVADA

22 JAMES J. COTTER, JR., individually and  
derivative on behalf of Reading International,  
23 Inc.,

24 Plaintiff,

25 v.

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

Case No. A-15-719860-B  
[Coordinated with P-14-082942-E]  
Dept. No.: XI  
**BUSINESS COURT**

**SECOND SET OF REQUEST FOR  
PRODUCTION OF DOCUMENTS TO  
DEFENDANTS, MARGARET COTTER,  
ELLEN COTTER, EDWARD KANE, GUY  
ADAMS, DOUG McEACHERN, TIM  
STOREY, WILLIAM GOULD AND  
NOMINAL DEFENDANT, READING  
INTERNATIONAL, INC.**

ROBERTSON  
& ASSOCIATES, LLP

19929.1

REP52

1 Defendants,  
2 and  
3  
4 READING INTERNATIONAL, INC., a  
5 Nevada corporation,  
6 Nominal Defendant.  
7  
8 T2 PARTNERS MANAGEMENT, LP, a  
9 Delaware limited partnership, doing business  
10 as KASE CAPITAL MANAGEMENT; et al.,  
11 Plaintiffs,  
12 vs.  
13 MARGARET COTTER, et al.,  
14 Defendants,  
15 And,  
16  
17  
18 READING INTERNATIONAL, INC., a  
19 Nevada corporation,  
20 Nominal Defendant.

21 Plaintiffs, T2 PARTNERS MANAGEMENT, LP, a Delaware limited partnership, doing  
22 business as KASE CAPITAL MANAGEMENT; T2 ACCREDITED FUND, LP, a Delaware  
23 limited partnership, doing business as KASE FUND; T2 QUALIFIED FUND, LP, a Delaware  
24 limited partnership, doing business as KASE QUALIFIED FUND; TILSON OFFSHORE FUND,  
25 LTD, a Cayman Islands exempted company; T2 PARTNERS MANAGEMENT I, LLC, a  
26 Delaware limited liability company, doing business as KASE MANAGEMENT; T2 PARTNERS  
27 MANAGEMENT GROUP, LLC, a Delaware limited liability company, doing business as KASE  
28 GROUP; JMG CAPITAL MANAGEMENT, LLC, a Delaware limited liability company;  
PACIFIC CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("Plaintiffs"),  
by and through their attorneys, Robertson & Associates, LLP, pursuant to Nevada Rules of Civil  
Procedure 26 and 34, hereby requests that Defendants, MARGARET COTTER ("MC"), ELLEN

1 COTTER ("EC") EDWARD KANE ("KANE"), GUY ADAMS ("ADAMS"), DOUG  
2 McEACHERN ("McEACHERN"), TIM STOREY ("STOREY"), WILLIAM GOULD  
3 ("GOULD") and Nominal Defendant, READING INTERNATIONAL, INC. ("RDI")  
4 (collectively, "Defendants") produce and make available for inspection and copying the  
5 documents and things described herein, in accordance with the Definitions and Instructions set  
6 forth below, at the offices of Robertson & Associates, LLP, 32121 Lindero Canyon Road, Suite  
7 200, Westlake Village, California 91361, within thirty (30) days of the date of service of this  
8 request.

9 **INSTRUCTIONS**

10 1. This Request for Production is a continuing request. You shall promptly produce  
11 any and all additional documents that are received, discovered or created after the time of the  
12 initial production.

13 2. This Request for Production applies to all documents in your possession, custody or  
14 control, and includes documents within the possession, custody or control of your partners,  
15 employees, agents, attorneys and representatives, wherever located, including but not limited to all  
16 documents obtained by Defendants.

17 3. If you object to any request in part, you shall produce all responsive documents to  
18 which the objection does not apply.

19 4. If any documents are withheld from production on the alleged grounds of privilege  
20 or immunity (whether under common law, statute, or otherwise), each such document is to be  
21 identified by stating: (a) the identity of each person who prepared and/or signed the document; (b)  
22 the identity of each person designated as an addressee; (c) the identity of each person who  
23 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
24 document; (f) the type of document; and (g) the basis for withholding the document.

25 5. If a document contains both privileged and non-privileged material, the non-  
26 privileged material must be disclosed to the fullest extent possible without thereby disclosing the  
27 privileged material. If a privilege is asserted with regard to part of the material contained in a  
28 document, the party claiming the privilege must clearly indicate the portions as to which the



1 privilege is claimed. When a document has been redacted or altered in any fashion, identify as to  
2 each document the reason for the redaction or alteration, the date of the redaction or alteration, and  
3 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
4 redacted documents.

5         6. In the event that any document called for by this Request for Production has been  
6 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
7 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
8 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
9 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
10 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
11 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
12 custodian of each copy.

13         7. Any copy of a document that varies in any way whatsoever from the original or  
14 from any other copy of the document, whether by reason of handwritten or other notation or any  
15 omission, shall constitute a separate document and must be produced, whether or not the original  
16 of such a document is within your possession, custody or control. A request for any document  
17 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
18 thereto, including any red-lined versions or document comparisons, in addition to the document  
19 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

20         8. In producing documents, all documents that are physically attached to each other  
21 when located for production shall be left so attached. Documents that are segregated or separated  
22 from other documents, whether by inclusion of binders, files, sub files or by use of dividers, tabs,  
23 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
24 order in which they were maintained and in the file where found. If no documents exist that are  
25 responsive to a particular request, you shall so state in writing.

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1 records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic  
2 records or representations, entries, estimates, expense reports, field notes, files, financial analyses,  
3 financial statements, forms, graphs, handbooks, income statements, indices, instructions,  
4 instruments, insurance policies, insurance riders, interoffice communications, intra-office  
5 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
6 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
7 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
8 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
9 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
10 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
11 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
12 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
13 and amendments of any of the foregoing.

14         6.       As used herein, the term "communications" means or refers to inquiries,  
15 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
16 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
17 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
18 foregoing.

19         7.       As used herein, the term "all documents" means every document as above defined  
20 known to you and every such document, which can be located or discovered by reasonably  
21 diligent efforts.

22         8.       As used herein, the term "Plaintiffs" shall mean and refer to T2 PARTNERS  
23 MANAGEMENT, LP, a Delaware limited partnership, doing business as KASE CAPITAL  
24 MANAGEMENT; T2 ACCREDITED FUND, LP, a Delaware limited partnership, doing business  
25 as KASE FUND; T2 QUALIFIED FUND, LP, a Delaware limited partnership, doing business as  
26 KASE QUALIFIED FUND; TILSON OFFSHORE FUND, LTD, a Cayman Islands exempted  
27 company; T2 PARTNERS MANAGEMENT I, LLC, a Delaware limited liability company, doing  
28 business as KASE MANAGEMENT; T2 PARTNERS MANAGEMENT GROUP, LLC, a

1 Delaware limited liability company, doing business as KASE GROUP; JMG CAPITAL  
2 MANAGEMENT, LLC, a Delaware limited liability company; PACIFIC CAPITAL  
3 MANAGEMENT, LLC, a Delaware limited liability company.

4 9. As used herein, the term "EC" refers to Defendant ELLEN COTTER.

5 10. As used herein, the term "MC" refers to Defendant MARGARET COTTER.

6 11. As used herein, the term "KANE" refers to Defendant EDWARD KANE.

7 12. As used herein, the term "ADAMS" refers to Defendant GUY ADAMS.

8 13. As used herein, the term "McEACHERN" refers to Defendant DOUG  
9 McEACHERN.

10 14. As used herein, the term "GOULD" refer to Defendant WILLIAM GOULD.

11 15. As used herein, the term "RDI" refers to Nominal defendant READING  
12 INTERNATIONAL, INC.

13 16. As used herein, the term "Relate to," including but not limited to its various forms  
14 such as "relating to," shall mean, consist of, refer to, reflect, or be in any way logically or factually  
15 connected with the matter discussed.

16 17. Whenever appropriate, the singular form of a word should be interpreted in the  
17 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter  
18 gender, according to the context. "And" as well as "or" shall be construed either disjunctively or  
19 conjunctively as necessary to bring within the scope of this request any information which might  
20 otherwise be construed to be outside the scope.

21 18. "Person" means or refers to any individual, corporation, partnership, association,  
22 organization and any other entity of any type and nature.

23 19. "You" or "Your" means or refers to EC, MC, KANE, ADAMS, McEACHERN,  
24 STOREY, GOULD, and/or Nominal Defendant RDI.

25 20. "Identify," when used in reference to a corporation, partnership, or entity, means:  
26 a) state its full name;  
27 b) state its present or last-known address;

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1 c) state the names and addresses of its directors, members, officers, directors,  
2 executives and/or shareholders, as appropriate;  
3 d) set forth the state of its incorporation or formation, as appropriate;  
4 e) describe its relationship, if any, to You; and  
5 f) provide specific references to any and all contracts You had or have with the  
6 entity.

7 21. "Identify," when used in reference to a Document and/or Writing, means to:

8 a) state the date of preparation, author, title (if any), subject matter, number of  
9 pages, and type of Document and/or Writing (e.g., contract, letter, reports, etc.) or some other  
10 means of distinguishing the Document and/or Writing;

11 b) Identify each and every Person who prepared or participated in the preparation  
12 of the Document and/or Writing;

13 c) Identify each and every Person who received an original or copy of the  
14 Document and/or Writing;

15 d) state the present location of the Document and/or Writing;

16 e) Identify each and every Person having custody or control of the Document  
17 and/or Writing;

18 f) state whether any copy of the Document and/or Writing is not identical to the  
19 original by reason of shorthand, translation or other written notes, initials, or any other  
20 modifications;

21 g) state, if the Document and/or Writing has been destroyed, the circumstances  
22 surrounding the reason for the destruction; and

23 h) Identify, if the Document and/or Writing has been destroyed, each and every  
24 Person who destroyed, or participated in, or ordered or suggested the destruction of it.

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**REQUESTS FOR DOCUMENTS**

1  
2 1. Copy of Stock Option agreements for MARGARET COTTER, ELLEN COTTER,  
3 and James Cotter, Sr., which authorize purchase of shares at RDI's closing price on day of  
4 exercise.

5 2. Copy of Craig Tompkins consulting and employment agreements, and any other  
6 documents disclosing his total level of compensation for each of the past 4 years (both 1099 as  
7 well as W2 wages, health, disability and key man life insurance, 401K participation, etc.).

8 3. Copy of MARGARET COTTER's consulting and employment agreements, and  
9 any other documents disclosing her total level of compensation for each of the past 4 years (both  
10 1099 as well as W2 wages, health, disability and key person life insurance, 401K participation,  
11 etc.), including any benefits paid to her personally by RDI (health, medical, disability or life  
12 insurance).

13 4. Any and all documents which constitute evidence that RDI did not pay any portion  
14 of the \$54,124 expenses incurred at the Hotel Bel Air for James Cotter, Sr.'s funeral reception.

15 5. Any communications between any Defendant and TIM STOREY regarding his  
16 resignation from the Board.

17 6. Any evidence that RDI has not paid any other partner's share of capital calls,  
18 expenses or loans, in the "Related Party Transactions" memo authored by Bill Ellis (Bates No.  
19 JCOTTER005988) and that any loan made by RDI to any partner identified in that memo was  
20 made on commercially reasonable terms, and/or evidence that such loan(s) were repaid.

21 7. Any and all documents which constitute evidence that the CitiBank credit card  
22 ending in #5352 is either a RDI credit card or a personal credit card issued to MARGARET  
23 COTTER.

24 8. Any and all documents which constitute evidence that RDI did not pay any of the  
25 club dues, utilities or other charges listed on Bates #JCOTTER001614.

26 9. Any and all documents which constitute evidence that GUY ADAMS' consulting  
27 agreement with James Cotter, Sr. (Bates #GA00005530) and compensation paid to GUY ADAMS  
28 thereunder was disclosed to the full board and to shareholders.

1           10. Any and all documents which constitute evidence that MARGARET COTTER  
2 pays all her own expenses as a consultant.

3 DATED this 9<sup>th</sup> day of December, 2015.

ROBERTSON & ASSOCIATES, LLP

/s / Alexander Robertson

By:

ALEXANDER ROBERTSON, IV  
Alexander Robertson, IV (Nevada Bar No. 8642)  
arobertson@arobertsonlaw.com  
32121 Lindero Canyon Road, Suite 200  
Westlake Village, CA 91361  
Telephone (818) 851-3850

Attorneys for Plaintiffs and Intervenor, T2  
PARTNERS MANAGEMENT, LP, a Delaware  
limited partnership, doing business as KASE  
CAPITAL MANAGEMENT; T2 ACCREDITED  
FUND, LP, a Delaware limited partnership, doing  
business as KASE FUND; T2 QUALIFIED  
FUND, LP, a Delaware limited partnership, doing  
business as KASE QUALIFIED FUND; TILSON  
OFFSHORE FUND, LTD, a Cayman Islands  
exempted company; T2 PARTNERS  
MANAGEMENT I, LLC, a Delaware limited  
liability company, doing business as KASE  
MANAGEMENT; T2 PARTNERS  
MANAGEMENT GROUP, LLC, a Delaware  
limited liability company, doing business as KASE  
GROUP; JMG CAPITAL MANAGEMENT,  
LLC, a Delaware limited liability company;  
PACIFIC CAPITAL MANAGEMENT, LLC, a  
Delaware limited liability company;

Derivatively On Behalf of Reading International,  
Inc.

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**CERTIFICATE OF SERVICE**

The undersigned, an employee of Robertson & Associates, LLP, hereby certifies that on the 9<sup>th</sup> day of December, 2015, I served a true and correct copy of **SECOND SET OF REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS, ELLEN COTTER, MARGARET COTTER, EDWARD KANE, GUY ADAMS, DOUG McEACHERN, TIM STOREY, WILLIAM GOULD AND NOMINAL DEFENDANT, READING INTERNATIONAL, INC.** by electronic service by submitting the foregoing to the Court's E-filing System for Electronic Service upon the Court's Service List pursuant to EDCR 8. The copy of the document electronically served bears a notation of the date and time of service.

**PLEASE SEE THE E-SERVICE MASTER LIST**

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

**/ s / Ann Russo**

An employee of ROBERTSON & ASSOCIATES, LLP



# EXHIBIT 3

REP63

RSPN

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

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

GREENBERG TRAURIG, LLP  
3773 Howard Hughes Parkway  
Suite 400 North

Las Vegas, Nevada 89169

Telephone: (702) 792-3773

Facsimile: (702) 792-9002

ferrariom@gtlaw.com

coburnl@gtlaw.com

Counsel for Reading International, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

T2 PARTNERS MANAGEMENT, LP a  
Delaware limited partnership, doing  
business as KASE CAPITAL  
MANAGEMENT; et al.,

v.

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

Defendants.

AND

Case No. A-15-719860-B

Dept. No. XI

Business Court

READING INTERNATIONAL, INC.'S  
RESPONSE TO JAMES COTTER,  
JR.'S REQUEST FOR PRODUCTION  
OF DOCUMENTS

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

1 READING INTERNATIONAL, INC., a  
Nevada corporation,

2 Nominal Defendant.  
3

4 Pursuant to Nevada Rules of Civil Procedure ("NRCP"), Reading International, Inc.  
5 ("RDI") by and through its counsel Greenberg Traurig, LLP hereby submits its Response to  
6 James Cotter, Jr.'s Request for Production of Documents.

7 **DOCUMENT REQUEST NO. 1:**

8 All documents and communications created in or after June 2014 relating directly or  
9 indirectly to (a) nominal defendant RDI (except RDI) (b) the California Trust Action (defined in  
10 the Motion)(excluding pleadings), (c) the Nevada Probate Action (defined in the  
11 Motion)(excluding pleadings), (d) any consensual resolution or settlement agreement between  
12 JJC, on one hand, and either or both EC and MC, on the other hand or (e) control of the RDI  
13 Class B voting stock.

14 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

15 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
16 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
17 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
18 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
19 obtaining and producing responsive documents not otherwise subject to objections. The parties  
20 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
21 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
22 utilize predictive coding procedures in order to expedite the identification of responsive  
23 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
24 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
25 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
26 documents, and a protective order is stipulated to amongst all parties or put into place by the  
27 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
28

1 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
2 begin producing non-privileged and/or non-public material information beginning on  
3 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

4 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
5 produce responsive documents that are not otherwise subject to any privilege or protection  
6 allowed under Nevada law, including but not limited to attorney-client privileged  
7 communications, attorney work product, private, confidential or proprietary information, and/or  
8 non-public material information that SEC promulgated rules and regulations preclude from being  
9 disclosed to any party who may use that non-public material information in determining whether  
10 to trade RDI stock.

11 **DOCUMENT REQUEST NO. 2:**

12 Any search by or for nominal defendant RDI for an executive with experience or  
13 expertise in real estate, including but not limited to a director of real estate.

14 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

15 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
16 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
17 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
18 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
19 obtaining and producing responsive documents not otherwise subject to objections. The parties  
20 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
21 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
22 utilize predictive coding procedures in order to expedite the identification of responsive  
23 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
24 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
25 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
26 documents, and a protective order is stipulated to amongst all parties or put into place by the  
27 Court, RDI will complete the predictive coding process and will begin reviewing and producing

1 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
2 begin producing non-privileged and/or non-public material information beginning on  
3 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

4 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
5 produce responsive documents that are not otherwise subject to any privilege or protection  
6 allowed under Nevada law, including but not limited to attorney-client privileged  
7 communications, attorney work product, private, confidential or proprietary information, and/or  
8 non-public material information that SEC promulgated rules and regulations preclude from being  
9 disclosed to any party who may use that non-public material information in determining whether  
10 to trade RDI stock.

11 **DOCUMENT REQUEST NO. 3:**

12 Any committee or executive committee of the RDI Board of Directors, including any  
13 committee formed, revived, changed or implemented in or after June of 2015, including the EC  
14 Committee (as defined in the Motion), any decisions made by or issues presented to such  
15 committee and compensation of such committee members.

16 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

17 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
18 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
19 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
20 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
21 obtaining and producing responsive documents not otherwise subject to objections. The parties  
22 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
23 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
24 utilize predictive coding procedures in order to expedite the identification of responsive  
25 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
26 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
27 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
28

1 documents, and a protective order is stipulated to amongst all parties or put into place by the  
2 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
3 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
4 begin producing non-privileged and/or non-public material information beginning on  
5 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

6 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
7 produce responsive documents that are not otherwise subject to any privilege or protection  
8 allowed under Nevada law, including but not limited to attorney-client privileged  
9 communications, attorney work product, private, confidential or proprietary information, and/or  
10 non-public material information that SEC promulgated rules and regulations preclude from being  
11 disclosed to any party who may use that non-public material information in determining whether  
12 to trade RDI stock.

13 **DOCUMENT REQUEST NO. 4:**

14 Any minutes of nominal defendant RDI's Board of Directors and any committees thereof,  
15 whether draft, unapproved or approved by nominal defendant RDI's Board of Directors for any  
16 meeting in 2015.

17 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

18 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
19 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
20 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
21 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
22 obtaining and producing responsive documents not otherwise subject to objections. The parties  
23 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
24 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
25 utilize predictive coding procedures in order to expedite the identification of responsive  
26 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
27 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
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1 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
2 documents, and a protective order is stipulated to amongst all parties or put into place by the  
3 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
4 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
5 begin producing non-privileged and/or non-public material information beginning on  
6 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

7 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
8 produce responsive documents that are not otherwise subject to any privilege or protection  
9 allowed under Nevada law, including but not limited to attorney-client privileged  
10 communications, attorney work product, private, confidential or proprietary information, and/or  
11 non-public material information that SEC promulgated rules and regulations preclude from being  
12 disclosed to any party who may use that non-public material information in determining whether  
13 to trade RDI stock.

14 **DOCUMENT REQUEST NO. 5:**

15 All documents relating to nominal defendant RDI's public disclosures and SEC filings  
16 regarding the termination of JJC as President and CEO of nominal defendant RDI, the sought  
17 after resignation of JJC as a director of nominal defendant RDI, and any committee of nominal  
18 defendant RDI's Board of Directors formed, revived, changed or implemented in or after June  
19 2014, including but not limited to the EC Committee (defined in the Motion), including all  
20 documents relating to any decision to not make any disclosure regarding any such committee.

21 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

22 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
23 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
24 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
25 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
26 obtaining and producing responsive documents not otherwise subject to objections. The parties  
27 agreed upon search terms on September 16, 2015, and RDI instructed its document production

1 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
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14 communications, attorney work product, private, confidential or proprietary information, and/or  
15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **DOCUMENT REQUEST NO. 6:**

19 The purchase or sale of RDI stock, whether by JJC and/or by any of the individual  
20 defendants, including the exercise of, or possible exercise of any options to purchase RDI stock  
21 and including the purchase or repurchase by nominal defendant RDI of any shares or options  
22 nominal defendant RDI (including the date(s) and price(s) at which those securities were  
23 repurchased) whether pursuant to a formal stock buyback program or not, and any RDI practices  
24 or policies (whether implemented or proposed) with respect thereto.

25 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

26 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
27 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that



1 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
2 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
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13 begin producing non-privileged and/or non-public material information beginning on  
14 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

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18 communications, attorney work product, private, confidential or proprietary information, and/or  
19 non-public material information that SEC promulgated rules and regulations preclude from being  
20 disclosed to any party who may use that non-public material information in determining whether  
21 to trade RDI stock.

22 DATED this 17<sup>th</sup> day of September, 2015.

23 GREENBERG TRAURIG, LLP  
24 /s/ Mark E. Ferrario  
25 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)  
26 G. LANCE COBURN, ESQ. (NV Bar No. 6604)  
27 3773 Howard Hughes Parkway  
28 Suite 400 North  
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REP71

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### CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the forgoing *Reading International, Inc.'s Response to James Cotter, Jr.'s Request for Production of Documents* 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.

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DATED this 17<sup>th</sup> day of September, 2015.

/s/ Andrea Lee Rosehill  
AN EMPLOYEE OF GREENBERG TRAURIG, LLP

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Page 10 of 10

REP73

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*Counsel for Reading International, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

T2 PARTNERS MANAGEMENT, LP a  
Delaware limited partnership, doing  
business as KASE CAPITAL  
MANAGEMENT; et al.,

Intervenor Plaintiffs

v.

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

Defendants.

AND

Case No. A-15-719860-B

Dept. No. XI

*Business Court*

**READING INTERNATIONAL, INC.'S  
RESPONSE TO THE T2 GROUP'S  
REQUEST FOR PRODUCTION OF  
DOCUMENTS**

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

1 READING INTERNATIONAL, INC., a  
Nevada corporation,

2 Nominal Defendant.  
3

4 Pursuant to Nevada Rules of Civil Procedure ("NRCP"), Reading International, Inc.  
5 ("RDI") by and through its counsel Greenberg Traurig, LLP hereby submits its Response to T2  
6 Partners Management, LP dba Kase Capital Management; T2 Accredited Fund, LP dba Kase  
7 Fund; T2 Qualified Fund, LP dba Kase Qualified Fund; Tilson Offshore Fund, LTD's; T2  
8 Partners Management I, LLC dba Kase Management; T2 Partners Management Group, LLC dba  
9 Kase Group; JMG Capital Management, LLC; Pacific Capital Management, LLC's (collectively  
10 hereinafter referred to as the "T2 Group") Request for Production of Documents.

11 **DOCUMENT REQUEST NO. 1:**

12 All documents upon which the Board of Directors relied upon in voting to terminate  
13 James J. Cotter, Jr. as President and CEO of RDI on June 12, 2015, including any documents  
14 evidencing what process, if any was used by the Board to evaluate James J. Cotter, Jr.'s  
15 performance as President and CEO of RDI and supporting the decision of Defendants Ellen  
16 Cotter, Margaret Cotter, Guy Adams, Edward Kane and Douglas McEachern to terminate Mr.  
17 Cotter, Jr.

18 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

19 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
20 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
21 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
22 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
23 procedures for obtaining and producing responsive documents not otherwise subject to  
24 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
25 document production vendor to run the search in accordance with that stipulation. Given that the  
26 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
27 of responsive documents, RDI anticipates it will provide the first set of documents to James  
28

1 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
2 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
3 responsive/nonresponsive designation in the first set of documents, and a protective order is  
4 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
5 coding process and will begin reviewing and producing non-privileged and/or non-public  
6 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
7 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
8 agreements discussed above can be promptly achieved.

9 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
10 ~~produce responsive documents that are not otherwise subject to any privilege or protection~~  
11 allowed under Nevada law, including but not limited to attorney-client privileged  
12 communications, attorney work product, private, confidential or proprietary information, and/or  
13 non-public material information that SEC promulgated rules and regulations preclude from being  
14 disclosed to any party who may use that non-public material information in determining whether  
15 to trade RDI stock.

16 **DOCUMENT REQUEST NO. 2:**

17 All communications between Directors relating to the termination of James Cotter, Jr.  
18 which predated the Board's vote on June 12, 2015 to terminate him as President and CEO of  
19 RDI.

20 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

21 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
22 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
23 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
24 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
25 procedures for obtaining and producing responsive documents not otherwise subject to  
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8 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
9 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
10 agreements discussed above can be promptly achieved.

11 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
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14 communications, attorney work product, private, confidential or proprietary information, and/or  
15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **DOCUMENT REQUEST NO. 3:**

19 All documents relating to the search for a permanent CEO of RDI.

20 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

21 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
22 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
23 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
24 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
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15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **DOCUMENT REQUEST NO. 4:**

19 All documents relating to the preparation of a proxy statement for the annual meeting of  
20 RDI for 2015.

21 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

22 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
23 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
24 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
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16 non-public material information that SEC promulgated rules and regulations preclude from being  
17 disclosed to any party who may use that non-public material information in determining whether  
18 to trade RDI stock.

19 **DOCUMENT REQUEST NO. 5:**

20 All documents relating to the evaluation of James J. Cotter, Jr.'s performance as President  
21 and CEO of RDI between June 1, 2013 to the present.

22 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

23 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
24 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
25 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
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17 non-public material information that SEC promulgated rules and regulations preclude from being  
18 disclosed to any party who may use that non-public material information in determining whether  
19 to trade RDI stock.

20 **DOCUMENT REQUEST NO. 6:**

21 All documents relating to the delay in holding the 2015 annual meeting of RDI and plans  
22 to hold the 2015 annual meeting.

23 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

24 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
25 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
26 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
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18 non-public material information that SEC promulgated rules and regulations preclude from being  
19 disclosed to any party who may use that non-public material information in determining whether  
20 to trade RDI stock.

21 DATED this 17<sup>th</sup> day of September, 2015.

22 GREENBERG TRAURIG, LLP

23 /s/ Mark E. Ferrario

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

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

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28 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 forgoing *Reading International, Inc.'s Response to the T2Group's Request for Production of Documents* 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.

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DATED this 17<sup>th</sup> day of September, 2015.

/s/ Andrea Lee Rosehill  
 AN EMPLOYEE OF GREENBERG TRAURIG, LLP

RESP  
MARK E. FERRARIO, ESQ.  
(NV Bar No. 1625)  
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*Counsel for Reading International, Inc.*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

T2 PARTNERS MANAGEMENT, LP a  
Delaware limited partnership, doing  
business as KASE CAPITAL  
MANAGEMENT; et al.,

Intervenor Plaintiffs

v.

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

Defendants.

AND

Case No. A-15-719860-B

Dept. No. XI

*Business Court*

**READING INTERNATIONAL, INC.'S  
FIRST SUPPLEMENTAL RESPONSE  
TO THE T2 GROUP'S REQUEST FOR  
PRODUCTION OF DOCUMENTS**

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

1 READING INTERNATIONAL, INC., a  
Nevada corporation,

2 Nominal Defendant.  
3

4 Pursuant to Nevada Rules of Civil Procedure ("NRCP"), Reading International, Inc.  
5 ("RDI") by and through its counsel Greenberg Traurig, LLP hereby submits its Response to T2  
6 Partners Management, LP dba Kase Capital Management; T2 Accredited Fund, LP dba Kase  
7 Fund; T2 Qualified Fund, LP dba Kase Qualified Fund; Tilson Offshore Fund, LTD's; T2  
8 Partners Management I, LLC dba Kase Management; T2 Partners Management Group, LLC dba  
9 Kase Group; JMG Capital Management, LLC; Pacific Capital Management, LLC's (collectively  
10 hereinafter referred to as the "T2 Group") Request for Production of Documents.

11 **DOCUMENT REQUEST NO. 1:**

12 All documents upon which the Board of Directors relied upon in voting to terminate  
13 James J. Cotter, Jr. as President and CEO of RDI on June 12, 2015, including any documents  
14 evidencing what process, if any was used by the Board to evaluate James J. Cotter, Jr.'s  
15 performance as President and CEO of RDI and supporting the decision of Defendants Ellen  
16 Cotter, Margaret Cotter, Guy Adams, Edward Kane and Douglas McEachern to terminate Mr.  
17 Cotter, Jr.

18 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

19 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
20 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
21 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
22 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
23 procedures for obtaining and producing responsive documents not otherwise subject to  
24 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
25 document production vendor to run the search in accordance with that stipulation. Given that the  
26 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
27 of responsive documents, RDI anticipates it will provide the first set of documents to James  
28

1 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
2 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
3 responsive/nonresponsive designation in the first set of documents, and a protective order is  
4 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
5 coding process and will begin reviewing and producing non-privileged and/or non-public  
6 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
7 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
8 agreements discussed above can be promptly achieved.

9 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
10 ~~produce responsive documents that are not otherwise subject to any privilege or protection~~  
11 allowed under Nevada law, including but not limited to attorney-client privileged  
12 communications, attorney work product, private, confidential or proprietary information, and/or  
13 non-public material information that SEC promulgated rules and regulations preclude from being  
14 disclosed to any party who may use that non-public material information in determining whether  
15 to trade RDI stock.

16 **DOCUMENT REQUEST NO. 2:**

17 All communications between Directors relating to the termination of James Cotter, Jr.  
18 which predated the Board's vote on June 12, 2015 to terminate him as President and CEO of  
19 RDI.

20 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

21 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
22 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
23 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
24 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
25 procedures for obtaining and producing responsive documents not otherwise subject to  
26 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
27 document production vendor to run the search in accordance with that stipulation. Given that the  
28



1 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
2 of responsive documents, RDI anticipates it will provide the first set of documents to James  
3 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
4 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
5 responsive/nonresponsive designation in the first set of documents, and a protective order is  
6 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
7 coding process and will begin reviewing and producing non-privileged and/or non-public  
8 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
9 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
10 agreements discussed above can be promptly achieved.

11 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
12 produce responsive documents that are not otherwise subject to any privilege or protection  
13 allowed under Nevada law, including but not limited to attorney-client privileged  
14 communications, attorney work product, private, confidential or proprietary information, and/or  
15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **DOCUMENT REQUEST NO. 3:**

19 All documents relating to the search for a permanent CEO of RDI.

20 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

21 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
22 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
23 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
24 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
25 procedures for obtaining and producing responsive documents not otherwise subject to  
26 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
27 document production vendor to run the search in accordance with that stipulation. Given that the  
28

1 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
2 of responsive documents, RDI anticipates it will provide the first set of documents to James  
3 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
4 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
5 responsive/nonresponsive designation in the first set of documents, and a protective order is  
6 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
7 coding process and will begin reviewing and producing non-privileged and/or non-public  
8 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
9 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
10 agreements discussed above can be promptly achieved.

11 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
12 produce responsive documents that are not otherwise subject to any privilege or protection  
13 allowed under Nevada law, including but not limited to attorney-client privileged  
14 communications, attorney work product, private, confidential or proprietary information, and/or  
15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

19 Pursuant to RDI's previous response above, RDI has prepared its first production of  
20 data and continues the review data and work with counsel regarding the predictive coding  
21 process. Please see documents identified by Production Nos. RDI0000056-RDI0000060  
22 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the document review and  
23 discovery process continues, this response may be supplemented.

24 **DOCUMENT REQUEST NO. 4:**

25 All documents relating to the preparation of a proxy statement for the annual meeting of  
26 RDI for 2015.

27 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

2 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
3 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
4 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
5 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
6 procedures for obtaining and producing responsive documents not otherwise subject to  
7 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
8 document production vendor to run the search in accordance with that stipulation. Given that the  
9 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
10 of responsive documents, RDI anticipates it will provide the first set of documents to James  
11 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
12 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
13 responsive/nonresponsive designation in the first set of documents, and a protective order is  
14 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
15 coding process and will begin reviewing and producing non-privileged and/or non-public  
16 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
17 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
18 agreements discussed above can be promptly achieved.

19 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
20 produce responsive documents that are not otherwise subject to any privilege or protection  
21 allowed under Nevada law, including but not limited to attorney-client privileged  
22 communications, attorney work product, private, confidential or proprietary information, and/or  
23 non-public material information that SEC promulgated rules and regulations preclude from being  
24 disclosed to any party who may use that non-public material information in determining whether  
25 to trade RDI stock.

26 ///

27 ///

1 **DOCUMENT REQUEST NO. 5:**

2 All documents relating to the evaluation of James J. Cotter, Jr.'s performance as President  
3 and CEO of RDI between June 1, 2013 to the present.

4 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

5 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
6 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
7 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
8 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
9 procedures for obtaining and producing responsive documents not otherwise subject to  
10 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
11 document production vendor to run the search in accordance with that stipulation. Given that the  
12 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
13 of responsive documents, RDI anticipates it will provide the first set of documents to James  
14 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
15 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
16 responsive/nonresponsive designation in the first set of documents, and a protective order is  
17 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
18 coding process and will begin reviewing and producing non-privileged and/or non-public  
19 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
20 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
21 agreements discussed above can be promptly achieved.

22 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
23 produce responsive documents that are not otherwise subject to any privilege or protection  
24 allowed under Nevada law, including but not limited to attorney-client privileged  
25 communications, attorney work product, private, confidential or proprietary information, and/or  
26 non-public material information that SEC promulgated rules and regulations preclude from being  
27 disclosed to any party who may use that non-public material information in determining whether

1 to trade RDI stock.

2 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

3 Pursuant to RDI's previous response above, RDI has prepared its first production of  
4 data and continues the review data and work with counsel regarding the predictive coding  
5 process. Please see documents identified by Production Nos. RDI0000019-RDI0000021; and  
6 RDI0000056-RDI0000060 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the  
7 document review and discovery process continues, this response may be supplemented.

8 **DOCUMENT REQUEST NO. 6:**

9 All documents relating to the delay in holding the 2015 annual meeting of RDI and plans  
10 to hold the 2015 annual meeting.

11 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

12 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and the  
13 T2 Group regarding the status of production of documents. RDI hereby confirms that it has  
14 imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked  
15 with James Cotter, Jr. and the T2 Group to reach a stipulation as to appropriate search terms and  
16 procedures for obtaining and producing responsive documents not otherwise subject to  
17 objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its  
18 document production vendor to run the search in accordance with that stipulation. Given that the  
19 parties also agreed to utilize predictive coding procedures in order to expedite the identification  
20 of responsive documents, RDI anticipates it will provide the first set of documents to James  
21 Cotter, Jr. and the T2 Group to confirm responsive/non-responsive identification on or about  
22 Wednesday, September 23, 2015. Once an agreement can be reached regarding the  
23 responsive/nonresponsive designation in the first set of documents, and a protective order is  
24 stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive  
25 coding process and will begin reviewing and producing non-privileged and/or non-public  
26 material information on a rolling basis. RDI anticipates it can begin producing non-privileged  
27 and/or non-public material information beginning on Wednesday, September 30, 2015, if  
28

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

1 agreements discussed above can be promptly achieved.

2 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
3 produce responsive documents that are not otherwise subject to any privilege or protection  
4 allowed under Nevada law, including but not limited to attorney-client privileged  
5 communications, attorney work product, private, confidential or proprietary information, and/or  
6 non-public material information that SEC promulgated rules and regulations preclude from being  
7 disclosed to any party who may use that non-public material information in determining whether  
8 to trade RDI stock.

9 DATED this 5<sup>th</sup> day of October, 2015.

10 GREENBERG TRAURIG, LLP

11 /s/ Mark E. Ferrario

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

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

14 3773 Howard Hughes Parkway

15 Suite 400 North

16 Las Vegas, Nevada 89169

17 *Counsel for Reading International, Inc.*

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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the forgoing *Reading International, Inc.'s First Supplemental Response to the T2Group's Request for Production of Documents* 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 5<sup>th</sup> day of October, 2015.

/s/ Megan L. Sheffield

AN EMPLOYEE OF GREENBERG TRAUIG, LLP

**RSPN**

MARK E. FERRARIO, ESQ.  
(NV Bar No. 1625)  
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*Counsel for Reading International, Inc.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

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

Defendants.

T2 PARTNERS MANAGEMENT, LP a  
Delaware limited partnership, doing business  
as KASE CAPITAL MANAGEMENT; et  
al.,

v.

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

Defendants.

AND

READING INTERNATIONAL, INC., a  
Nevada corporation,

Nominal Defendant.

Case No. A-15-719860-B

Dept. No. XI

*Business Court*

**READING INTERNATIONAL, INC.'S  
SECOND SUPPLEMENTAL  
RESPONSE TO JAMES COTTER,  
JR.'S REQUEST FOR PRODUCTION  
OF DOCUMENTS**

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



Pursuant to Nevada Rules of Civil Procedure ("NRCP"), Reading International, Inc. ("RDI") by and through its counsel Greenberg Traurig, LLP hereby submits this Supplemental Response to James Cotter, Jr.'s Request for Production of Documents.

**DOCUMENT REQUEST NO. 1:**

All documents and communications created in or after June 2014 relating directly or indirectly to (a) nominal defendant RDI (except RDI) (b) the California Trust Action (defined in the Motion)(excluding pleadings), (c) the Nevada Probate Action (defined in the Motion)(excluding pleadings), (d) any consensual resolution or settlement agreement between JJC, on one hand, and either or both EC and MC, on the other hand or (e) control of the RDI Class B voting stock.

**RESPONSE TO DOCUMENT REQUEST NO. 1:**

RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for obtaining and producing responsive documents not otherwise subject to objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its document production vendor to run the search in accordance with that stipulation. Given that the parties also agreed to utilize predictive coding procedures in order to expedite the identification of responsive documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an agreement can be reached regarding the responsive/nonresponsive designation in the first set of documents, and a protective order is stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive coding process and will begin reviewing and producing non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can begin producing non-privileged and/or non-public material information beginning on Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

1 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
2 produce responsive documents that are not otherwise subject to any privilege or protection  
3 allowed under Nevada law, including but not limited to attorney-client privileged  
4 communications, attorney work product, private, confidential or proprietary information, and/or  
5 non-public material information that SEC promulgated rules and regulations preclude from being  
6 disclosed to any party who may use that non-public material information in determining whether  
7 to trade RDI stock.

8 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:**

9 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
10 and continues the review data and work with counsel regarding the predictive coding process.  
11 Please see documents identified by Production Nos. RDI0000037-RDI0000060; and  
12 RDI0000094-RDI0000095 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the  
13 document review and discovery process continues, this response may be supplemented.

14 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:**

15 Please see documents identified in response to this request for production on Exhibit  
16 A, attached hereto. These documents were produced with RDI's First Supplemental NRCP  
17 Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this  
18 response may be supplemented.

19 **DOCUMENT REQUEST NO. 2:**

20 Any search by or for nominal defendant RDI for an executive with experience or  
21 expertise in real estate, including but not limited to a director of real estate.

22 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

23 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
24 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
25 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
26 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
27 obtaining and producing responsive documents not otherwise subject to objections. The parties

1 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
2 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
3 utilize predictive coding procedures in order to expedite the identification of responsive  
4 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
5 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
6 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
7 documents, and a protective order is stipulated to amongst all parties or put into place by the  
8 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
9 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
10 begin producing non-privileged and/or non-public material information beginning on  
11 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

12 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
13 produce responsive documents that are not otherwise subject to any privilege or protection  
14 allowed under Nevada law, including but not limited to attorney-client privileged  
15 communications, attorney work product, private, confidential or proprietary information, and/or  
16 non-public material information that SEC promulgated rules and regulations preclude from being  
17 disclosed to any party who may use that non-public material information in determining whether  
18 to trade RDI stock.

19 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:**

20 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
21 and continues the review data and work with counsel regarding the predictive coding process.  
22 Please see documents identified by Production Nos. RDI0000056- RDI0000060; RDI0000061 -  
23 RDI0000067 and RDI0000070-RDI0000076 produced with RDI's NRCP Rule 16.1 Initial  
24 Disclosures. As the document review and discovery process continues, this response may be  
25 supplemented.

26 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO.2:**

27 Please see documents identified in response to this request for production on Exhibit  
28

1 A, attached hereto. These documents were produced with RDI's First Supplemental NRCP  
2 Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this  
3 response may be supplemented.

4 **DOCUMENT REQUEST NO. 3:**

5 Any committee or executive committee of the RDI Board of Directors, including any  
6 committee formed, revived, changed or implemented in or after June of 2015, including the EC  
7 Committee (as defined in the Motion), any decisions made by or issues presented to such  
8 committee and compensation of such committee members.

9 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

10 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
11 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
12 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
13 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
14 obtaining and producing responsive documents not otherwise subject to objections. The parties  
15 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
16 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
17 utilize predictive coding procedures in order to expedite the identification of responsive  
18 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
19 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
20 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
21 documents, and a protective order is stipulated to amongst all parties or put into place by the  
22 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
23 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
24 begin producing non-privileged and/or non-public material information beginning on  
25 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

26 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
27 produce responsive documents that are not otherwise subject to any privilege or protection

1 allowed under Nevada law, including but not limited to attorney-client privileged  
2 communications, attorney work product, private, confidential or proprietary information, and/or  
3 non-public material information that SEC promulgated rules and regulations preclude from being  
4 disclosed to any party who may use that non-public material information in determining whether  
5 to trade RDI stock.

6 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

7 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
8 and continues the review data and work with counsel regarding the predictive coding process.  
9 Please see documents identified by Production Nos. RDI0000077-RDI0000079 produced with  
10 RDI's NRC Rule 16.1 Initial Disclosures. As the document review and discovery process  
11 continues, this response may be supplemented.

12 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

13 Please see documents identified in response to this request for production on Exhibit  
14 A, attached hereto. These documents were produced with RDI's First Supplemental NRC  
15 Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this  
16 response may be supplemented.

17 **DOCUMENT REQUEST NO. 4:**

18 Any minutes of nominal defendant RDI's Board of Directors and any committees thereof,  
19 whether draft, unapproved or approved by nominal defendant RDI's Board of Directors for any  
20 meeting in 2015.

21 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

22 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
23 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
24 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
25 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
26 obtaining and producing responsive documents not otherwise subject to objections. The parties  
27 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
28

1 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
2 utilize predictive coding procedures in order to expedite the identification of responsive  
3 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
4 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
5 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
6 documents, and a protective order is stipulated to amongst all parties or put into place by the  
7 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
8 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
9 begin producing non-privileged and/or non-public material information beginning on  
10 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

11 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
12 produce responsive documents that are not otherwise subject to any privilege or protection  
13 allowed under Nevada law, including but not limited to attorney-client privileged  
14 communications, attorney work product, private, confidential or proprietary information, and/or  
15 non-public material information that SEC promulgated rules and regulations preclude from being  
16 disclosed to any party who may use that non-public material information in determining whether  
17 to trade RDI stock.

18 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:**

19 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
20 and continues the review data and work with counsel regarding the predictive coding process.  
21 Please see documents identified by Production Nos. RDI0000001-RDI0000014; and  
22 RDI0000022-RDI0000036 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the  
23 document review and discovery process continues, this response may be supplemented.

24 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:**

25 Please see documents identified in response to this request for production on Exhibit  
26 A, attached hereto. These documents were produced with RDI's First Supplemental NRCP  
27 Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this  
28

1 response may be supplemented.

2 **DOCUMENT REQUEST NO. 5:**

3 All documents relating to nominal defendant RDI's public disclosures and SEC filings  
4 regarding the termination of JJC as President and CEO of nominal defendant RDI, the sought  
5 after resignation of JJC as a director of nominal defendant RDI, and any committee of nominal  
6 defendant RDI's Board of Directors formed, revived, changed or implemented in or after June  
7 2014, including but not limited to the EC Committee (defined in the Motion), including all  
8 documents relating to any decision to not make any disclosure regarding any such committee.

9 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

10 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
11 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
12 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
13 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
14 obtaining and producing responsive documents not otherwise subject to objections. The parties  
15 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
16 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
17 utilize predictive coding procedures in order to expedite the identification of responsive  
18 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
19 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
20 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
21 documents, and a protective order is stipulated to amongst all parties or put into place by the  
22 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
23 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
24 begin producing non-privileged and/or non-public material information beginning on  
25 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

26 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
27 produce responsive documents that are not otherwise subject to any privilege or protection

1 allowed under Nevada law, including but not limited to attorney-client privileged  
2 communications, attorney work product, private, confidential or proprietary information, and/or  
3 non-public material information that SEC promulgated rules and regulations preclude from being  
4 disclosed to any party who may use that non-public material information in determining whether  
5 to trade RDI stock.

6 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

7 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
8 and continues the review data and work with counsel regarding the predictive coding process.  
9 Please see documents identified by Production Nos. RDI0000056-RDI0000060 produced with  
10 RDI's NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
11 continues, this response may be supplemented.

12 **DOCUMENT REQUEST NO. 6:**

13 The purchase or sale of RDI stock, whether by JJC and/or by any of the individual  
14 defendants, including the exercise of, or possible exercise of any options to purchase RDI stock  
15 and including the purchase or repurchase by nominal defendant RDI of any shares or options  
16 nominal defendant RDI (including the date(s) and price(s) at which those securities were  
17 repurchased) whether pursuant to a formal stock buyback program or not, and any RDI practices  
18 or policies (whether implemented or proposed) with respect thereto.

19 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

20 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
21 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
22 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
23 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
24 obtaining and producing responsive documents not otherwise subject to objections. The parties  
25 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
26 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
27 utilize predictive coding procedures in order to expedite the identification of responsive  
28



1 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
2 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
3 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
4 documents, and a protective order is stipulated to amongst all parties or put into place by the  
5 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
6 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
7 begin producing non-privileged and/or non-public material information beginning on  
8 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

9 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
10 produce responsive documents that are not otherwise subject to any privilege or protection  
11 allowed under Nevada law, including but not limited to attorney-client privileged  
12 communications, attorney work product, private, confidential or proprietary information, and/or  
13 non-public material information that SEC promulgated rules and regulations preclude from being  
14 disclosed to any party who may use that non-public material information in determining whether  
15 to trade RDI stock.

16 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5<sup>1</sup>:**

17 Please see documents identified in response to this request for production on Exhibit  
18 A, attached hereto. These documents were produced with RDI's First Supplemental NRCR  
19 Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this  
20 response may be supplemented.

21 DATED this 29<sup>th</sup> day of October, 2015.

22 GREENBERG TRAUERIG, LLP  
23 /s/ Mark E. Ferrario  
24 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)  
25 G. LANCE COBURN, ESQ. (NV Bar No. 6604)  
3773 Howard Hughes Parkway  
Suite 400 North  
Las Vegas, Nevada 89169

26 \_\_\_\_\_  
27 <sup>1</sup> On October 5, 2015, RDI served its first supplemental response to James Cotter Jr.'s request for production of  
28 documents. That set of responses did not include a supplemental response to this particular request.

1 CERTIFICATE OF SERVICE

2 Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I  
3 caused a true and correct copy of the forgoing *Reading International, Inc.'s Second*  
4 *Supplemental Response to James Cotter, Jr.'s Request for Production of Documents* to be  
5 filed and served via the Court's Wiznet E-Filing system. The date and time of the electronic  
6 proof of service is in place of the date and place of deposit in the mail.

7 DATED this 29<sup>th</sup> day of October, 2015.

8  
9 /s/ Megan L. Sheffield

10 AN EMPLOYEE OF GREENBERG TRAURIG, LLP

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

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# EXHIBIT A

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LV 419863888v1

REP105

RDI's Second Production of Documents

ProdBeg	Response to Request
RDI0000096	JJC Jr.'s Request 1
RDI0000099	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000102	JJC Jr.'s Request 1
RDI0000104	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0000105	JJC Jr.'s Request 2
RDI0000106	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0000107	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0000110	JJC Jr.'s Request 1
RDI0000117	JJC Jr.'s Request 1
RDI0000119	JJC Jr.'s Request 2
RDI0000123	JJC Jr.'s Request 1
RDI0000126	JJC Jr.'s Request 1
RDI0000132	JJC Jr.'s Request 1
RDI0000133	JJC Jr.'s Request 1
RDI0000135	JJC Jr.'s Request 1
RDI0000136	T2 Group's Request 4;T2 Group's Request 6
RDI0000139	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0000141	JJC Jr.'s Request 6
RDI0000144	JJC Jr.'s Request 6
RDI0000146	JJC Jr.'s Request 6
RDI0000148	JJC Jr.'s Request 6
RDI0000150	JJC Jr.'s Request 6
RDI0000152	JJC Jr.'s Request 6
RDI0000154	JJC Jr.'s Request 1
RDI0000157	JJC Jr.'s Request 6
RDI0000159	JJC Jr.'s Request 6
RDI0000161	JJC Jr.'s Request 6
RDI0000163	JJC Jr.'s Request 6
RDI0000166	JJC Jr.'s Request 6
RDI0000168	JJC Jr.'s Request 6
RDI0000170	T2 Group's Request 4
RDI0000172	JJC Jr.'s Request 1;T2 Group's Request 4
RDI0000208	JJC Jr.'s Request 6;T2 Group's Request 4
RDI0000210	T2 Group's Request 4
RDI0000211	JJC Jr.'s Request 1;T2 Group's Request 4
RDI0000212	T2 Group's Request 6
RDI0000214	T2 Group's Request 4;T2 Group's Request 6
RDI0000216	T2 Group's Request 6
RDI0000217	T2 Group's Request 6
RDI0000224	T2 Group's Request 4

REP106

RDJ's Second Production of Documents

RDJ0000226	JJC Jr.'s Request 6
RDJ0000227	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000229	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000230	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000231	JJC Jr.'s Request 1
RDJ0000232	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000234	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000236	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDJ0000237	JJC Jr.'s Request 1
RDJ0000287	JJC Jr.'s Request 1
RDJ0000293	JJC Jr.'s Request 1
RDJ0000295	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000296	JJC Jr.'s Request 1
RDJ0000297	JJC Jr.'s Request 1
RDJ0000299	JJC Jr.'s Request 1;JJC Jr.'s Request 2;T2
RDJ0000300	JJC Jr.'s Request 1
RDJ0000302	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000303	JJC Jr.'s Request 1
RDJ0000304	JJC Jr.'s Request 1
RDJ0000305	JJC Jr.'s Request 1
RDJ0000311	JJC Jr.'s Request 1
RDJ0000312	JJC Jr.'s Request 1
RDJ0000313	JJC Jr.'s Request 2
RDJ0000314	JJC Jr.'s Request 2
RDJ0000323	JJC Jr.'s Request 1
RDJ0000325	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000326	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000327	JJC Jr.'s Request 1
RDJ0000329	JJC Jr.'s Request 1
RDJ0000333	T2 Group's Request 3
RDJ0000335	T2 Group's Request 3
RDJ0000340	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000347	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000354	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000356	JJC Jr.'s Request 2
RDJ0000372	JJC Jr.'s Request 2
RDJ0000377	JJC Jr.'s Request 2
RDJ0000382	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000389	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000396	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000403	JJC Jr.'s Request 2;T2 Group's Request 3
RDJ0000405	JJC Jr.'s Request 2

REP107

RDI's Second Production of Documents

RDI0000421	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000426	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000433	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000440	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000445	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000450	JJC Jr.'s Request 2
RDI0000466	JJC Jr.'s Request 1
RDI0000467	JJC Jr.'s Request 1
RDI0000468	JJC Jr.'s Request 1
RDI0000469	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000470	JJC Jr.'s Request 1
RDI0000471	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000472	JJC Jr.'s Request 1
RDI0000473	JJC Jr.'s Request 1
RDI0000474	JJC Jr.'s Request 1
RDI0000480	JJC Jr.'s Request 1
RDI0000482	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000483	JJC Jr.'s Request 1
RDI0000485	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000486	JJC Jr.'s Request 1
RDI0000487	JJC Jr.'s Request 1
RDI0000488	JJC Jr.'s Request 1
RDI0000494	JJC Jr.'s Request 1
RDI0000495	JJC Jr.'s Request 1
RDI0000496	JJC Jr.'s Request 2
RDI0000500	JJC Jr.'s Request 2
RDI0000501	JJC Jr.'s Request 2
RDI0000502	JJC Jr.'s Request 2
RDI0000503	JJC Jr.'s Request 2
RDI0000504	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000505	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000506	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000507	JJC Jr.'s Request 2
RDI0000508	JJC Jr.'s Request 2
RDI0000517	JJC Jr.'s Request 1

REP108

RDI's Second Production of Documents

RD10000518	JJC Jr.'s Request 1
RD10000520	JJC Jr.'s Request 1
RD10000521	JJC Jr.'s Request 1
RD10000525	JJC Jr.'s Request 2
RD10000526	JJC Jr.'s Request 2
RD10000527	JJC Jr.'s Request 4
RD10000529	T2 Group's Request 3;T2 Group's Request 4
RD10000533	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000540	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000544	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000551	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000558	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000565	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000567	JJC Jr.'s Request 2
RD10000583	JJC Jr.'s Request 2
RD10000587	JJC Jr.'s Request 2
RD10000592	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000597	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000602	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000606	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000613	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000620	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000624	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000629	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000634	T2 Group's Request 3
RD10000635	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000640	JJC Jr.'s Request 1
RD10000644	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000649	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000654	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000662	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000667	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000669	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000674	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000679	JJC Jr.'s Request 1
RD10000680	JJC Jr.'s Request 1
RD10000686	JJC Jr.'s Request 1
RD10000688	JJC Jr.'s Request 1
RD10000689	JJC Jr.'s Request 1
RD10000695	JJC Jr.'s Request 1

REP109

RDI's Second Production of Documents

RDI0000697	JJC Jr.'s Request 1
RDI0000698	JJC Jr.'s Request 3
RDI0000699	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000700	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000709	JJC Jr.'s Request 2
RDI0000713	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000714	JJC Jr.'s Request 2
RDI0000715	JJC Jr.'s Request 2
RDI0000716	JJC Jr.'s Request 2
RDI0000717	JJC Jr.'s Request 1
RDI0000719	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000720	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000721	JJC Jr.'s Request 1
RDI0000722	JJC Jr.'s Request 1
RDI0000726	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000733	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000740	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000747	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000749	JJC Jr.'s Request 2
RDI0000765	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000770	JJC Jr.'s Request 2
RDI0000786	JJC Jr.'s Request 3
RDI0000787	JJC Jr.'s Request 1
RDI0000792	JJC Jr.'s Request 1
RDI0000795	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000796	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000805	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000806	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000808	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000810	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000818	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000820	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000822	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000824	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000825	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000830	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000831	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0000838	JJC Jr.'s Request 2;T2 Group's Request 3

REP110



RDI's Second Production of Documents

RD10000845	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000846	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000847	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000852	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000854	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000858	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000865	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000872	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000874	JJC Jr.'s Request 2
RD10000890	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000891	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000893	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000895	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000897	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000898	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000899	JJC Jr.'s Request 1
RD10000900	JJC Jr.'s Request 1
RD10000918	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000919	T2 Group's Request 3;T2 Group's Request 4
RD10000920	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000927	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000928	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000929	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000930	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000939	JJC Jr.'s Request 1
RD10000948	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000949	JJC Jr.'s Request 1
RD10000955	JJC Jr.'s Request 1
RD10000956	JJC Jr.'s Request 1
RD10000962	JJC Jr.'s Request 1
RD10000964	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000966	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000968	JJC Jr.'s Request 2
RD10000984	JJC Jr.'s Request 2
RD10000985	JJC Jr.'s Request 2
RD10000990	JJC Jr.'s Request 2;T2 Group's Request 3
RD10000994	JJC Jr.'s Request 2;T2 Group's Request 3

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RDI's Second Production of Documents

RD10001001	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001008	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001010	JJC Jr.'s Request 2
RD10001026	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001030	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001037	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001044	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001046	JJC Jr.'s Request 2
RD10001062	JJC Jr.'s Request 1
RD10001063	JJC Jr.'s Request 1
RD10001081	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001082	JJC Jr.'s Request 3
RD10001083	JJC Jr.'s Request 1
RD10001084	JJC Jr.'s Request 1
RD10001085	JJC Jr.'s Request 1
RD10001091	JJC Jr.'s Request 1
RD10001093	JJC Jr.'s Request 6
RD10001094	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001103	JJC Jr.'s Request 1
RD10001104	JJC Jr.'s Request 1
RD10001106	JJC Jr.'s Request 1
RD10001107	JJC Jr.'s Request 1
RD10001108	JJC Jr.'s Request 3
RD10001109	JJC Jr.'s Request 3
RD10001110	JJC Jr.'s Request 1
RD10001111	JJC Jr.'s Request 1
RD10001112	JJC Jr.'s Request 1
RD10001118	JJC Jr.'s Request 1
RD10001120	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001124	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001125	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001126	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001130	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001131	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001132	JJC Jr.'s Request 1
RD10001134	JJC Jr.'s Request 1;JJC Jr.'s Request 2;T2 Group's Request 3
RD10001135	JJC Jr.'s Request 6
RD10001136	JJC Jr.'s Request 6

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RDI's Second Production of Documents

RD10001137	JJC Jr.'s Request 2
RD10001139	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001140	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001141	JJC Jr.'s Request 2
RD10001142	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001144	JJC Jr.'s Request 2
RD10001145	JJC Jr.'s Request 2
RD10001146	JJC Jr.'s Request 2
RD10001157	JJC Jr.'s Request 2
RD10001158	JJC Jr.'s Request 2
RD10001166	JJC Jr.'s Request 2
RD10001167	JJC Jr.'s Request 2
RD10001174	JJC Jr.'s Request 2
RD10001175	JJC Jr.'s Request 2
RD10001184	JJC Jr.'s Request 1
RD10001185	JJC Jr.'s Request 1
RD10001186	JJC Jr.'s Request 1
RD10001187	JJC Jr.'s Request 1
RD10001188	JJC Jr.'s Request 1
RD10001202	JJC Jr.'s Request 1
RD10001203	JJC Jr.'s Request 1
RD10001209	JJC Jr.'s Request 2
RD10001210	JJC Jr.'s Request 2
RD10001211	JJC Jr.'s Request 6
RD10001212	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001213	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001214	JJC Jr.'s Request 1
RD10001215	JJC Jr.'s Request 1
RD10001216	JJC Jr.'s Request 1
RD10001217	JJC Jr.'s Request 2
RD10001218	JJC Jr.'s Request 2
RD10001220	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001225	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RD10001226	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001245	JJC Jr.'s Request 2
RD10001246	JJC Jr.'s Request 2
RD10001251	JJC Jr.'s Request 2
RD10001252	JJC Jr.'s Request 2
RD10001261	JJC Jr.'s Request 2
RD10001262	JJC Jr.'s Request 2
RD10001271	JJC Jr.'s Request 2
RD10001272	JJC Jr.'s Request 2
RD10001280	JJC Jr.'s Request 2
RD10001281	JJC Jr.'s Request 2
RD10001282	JJC Jr.'s Request 2
RD10001285	JJC Jr.'s Request 2
RD10001286	JJC Jr.'s Request 2
RD10001295	JJC Jr.'s Request 2
RD10001296	JJC Jr.'s Request 2
RD10001299	JJC Jr.'s Request 2
RD10001301	JJC Jr.'s Request 6
RD10001302	JJC Jr.'s Request 6
RD10001309	JJC Jr.'s Request 2
RD10001310	JJC Jr.'s Request 2
RD10001312	JJC Jr.'s Request 2
RD10001314	JJC Jr.'s Request 2
RD10001316	JJC Jr.'s Request 2
RD10001319	JJC Jr.'s Request 2
RD10001324	JJC Jr.'s Request 2
RD10001325	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RDI0001330	JJC Jr.'s Request 2
RDI0001332	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001337	JJC Jr.'s Request 2
RDI0001343	JJC Jr.'s Request 2
RDI0001349	JJC Jr.'s Request 2
RDI0001356	JJC Jr.'s Request 2
RDI0001357	JJC Jr.'s Request 2
RDI0001362	JJC Jr.'s Request 2
RDI0001369	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001371	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001376	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001384	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001395	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001403	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001416	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001417	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001430	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001431	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001440	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001446	JJC Jr.'s Request 2
RDI0001447	JJC Jr.'s Request 2
RDI0001453	JJC Jr.'s Request 2
RDI0001454	JJC Jr.'s Request 2
RDI0001461	JJC Jr.'s Request 2
RDI0001462	JJC Jr.'s Request 2
RDI0001471	JJC Jr.'s Request 2
RDI0001472	JJC Jr.'s Request 2
RDI0001478	JJC Jr.'s Request 2
RDI0001479	JJC Jr.'s Request 2
RDI0001487	JJC Jr.'s Request 2
RDI0001488	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RDI0001496	JJC Jr.'s Request 2
RDI0001497	JJC Jr.'s Request 2
RDI0001504	JJC Jr.'s Request 2
RDI0001505	JJC Jr.'s Request 2
RDI0001514	JJC Jr.'s Request 2
RDI0001515	JJC Jr.'s Request 2
RDI0001521	JJC Jr.'s Request 2
RDI0001531	JJC Jr.'s Request 2
RDI0001532	JJC Jr.'s Request 2
RDI0001534	JJC Jr.'s Request 2
RDI0001535	JJC Jr.'s Request 2
RDI0001542	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001544	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0001545	JJC Jr.'s Request 2
RDI0001546	JJC Jr.'s Request 2
RDI0001549	JJC Jr.'s Request 6
RDI0001550	JJC Jr.'s Request 6
RDI0001551	JJC Jr.'s Request 2
RDI0001552	JJC Jr.'s Request 2
RDI0001559	JJC Jr.'s Request 2
RDI0001560	JJC Jr.'s Request 2
RDI0001567	JJC Jr.'s Request 2
RDI0001569	JJC Jr.'s Request 2
RDI0001571	JJC Jr.'s Request 1
RDI0001572	JJC Jr.'s Request 1
RDI0001574	JJC Jr.'s Request 1
RDI0001575	JJC Jr.'s Request 2
RDI0001576	JJC Jr.'s Request 2
RDI0001581	JJC Jr.'s Request 1
RDI0001582	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0001584	JJC Jr.'s Request 2
RDI0001585	JJC Jr.'s Request 2
RDI0001586	JJC Jr.'s Request 2
RDI0001588	JJC Jr.'s Request 1
RDI0001589	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RD10001591	JJC Jr.'s Request 2
RD10001593	JJC Jr.'s Request 2
RD10001596	JJC Jr.'s Request 2
RD10001597	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001599	JJC Jr.'s Request 2
RD10001604	JJC Jr.'s Request 2
RD10001606	JJC Jr.'s Request 2
RD10001611	JJC Jr.'s Request 2
RD10001613	JJC Jr.'s Request 2
RD10001614	JJC Jr.'s Request 2
RD10001616	JJC Jr.'s Request 2
RD10001617	JJC Jr.'s Request 2
RD10001620	JJC Jr.'s Request 2
RD10001621	JJC Jr.'s Request 2
RD10001624	JJC Jr.'s Request 2
RD10001626	JJC Jr.'s Request 2
RD10001627	JJC Jr.'s Request 2
RD10001630	JJC Jr.'s Request 2
RD10001632	JJC Jr.'s Request 2
RD10001633	JJC Jr.'s Request 2
RD10001635	JJC Jr.'s Request 2
RD10001636	JJC Jr.'s Request 2
RD10001641	JJC Jr.'s Request 2
RD10001643	JJC Jr.'s Request 2
RD10001654	JJC Jr.'s Request 2
RD10001656	JJC Jr.'s Request 2
RD10001664	JJC Jr.'s Request 2
RD10001666	JJC Jr.'s Request 2
RD10001673	JJC Jr.'s Request 1
RD10001674	JJC Jr.'s Request 1
RD10001697	JJC Jr.'s Request 1
RD10001698	JJC Jr.'s Request 1
RD10001712	JJC Jr.'s Request 1
RD10001713	JJC Jr.'s Request 1
RD10001719	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001720	JJC Jr.'s Request 1
RD10001721	JJC Jr.'s Request 6
RD10001722	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001726	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001730	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RD10001731	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001736	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001740	JJC Jr.'s Request 2
RD10001742	JJC Jr.'s Request 2
RD10001751	JJC Jr.'s Request 2
RD10001753	JJC Jr.'s Request 2
RD10001755	JJC Jr.'s Request 2
RD10001757	JJC Jr.'s Request 2
RD10001760	JJC Jr.'s Request 2
RD10001762	JJC Jr.'s Request 2
RD10001767	JJC Jr.'s Request 2
RD10001773	JJC Jr.'s Request 2
RD10001778	JJC Jr.'s Request 2
RD10001782	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001801	JJC Jr.'s Request 2
RD10001805	JJC Jr.'s Request 2
RD10001810	JJC Jr.'s Request 2
RD10001815	JJC Jr.'s Request 2
RD10001820	JJC Jr.'s Request 2
RD10001826	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001831	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001835	JJC Jr.'s Request 2
RD10001840	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001845	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001850	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001856	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001862	JJC Jr.'s Request 2
RD10001869	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001873	JJC Jr.'s Request 2
RD10001878	JJC Jr.'s Request 2
RD10001885	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001890	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001895	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001903	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001914	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001922	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001935	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001939	JJC Jr.'s Request 2;T2 Group's Request 3

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RDI's Second Production of Documents

RD10001952	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001956	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001965	JJC Jr.'s Request 2;T2 Group's Request 3
RD10001971	JJC Jr.'s Request 2
RD10001973	JJC Jr.'s Request 2
RD10001978	JJC Jr.'s Request 2
RD10001980	JJC Jr.'s Request 2
RD10001989	JJC Jr.'s Request 2
RD10001991	JJC Jr.'s Request 2
RD10002000	JJC Jr.'s Request 2
RD10002002	JJC Jr.'s Request 2
RD10002010	JJC Jr.'s Request 2
RD10002018	JJC Jr.'s Request 2
RD10002020	JJC Jr.'s Request 2
RD10002027	JJC Jr.'s Request 2
RD10002029	JJC Jr.'s Request 2
RD10002038	JJC Jr.'s Request 2
RD10002040	JJC Jr.'s Request 2
RD10002046	JJC Jr.'s Request 2
RD10002048	JJC Jr.'s Request 2
RD10002056	JJC Jr.'s Request 2
RD10002058	JJC Jr.'s Request 2
RD10002066	JJC Jr.'s Request 2
RD10002068	JJC Jr.'s Request 2
RD10002075	JJC Jr.'s Request 2
RD10002077	JJC Jr.'s Request 2
RD10002086	JJC Jr.'s Request 2
RD10002087	JJC Jr.'s Request 2
RD10002088	JJC Jr.'s Request 2
RD10002094	JJC Jr.'s Request 2
RD10002105	JJC Jr.'s Request 2
RD10002107	JJC Jr.'s Request 2
RD10002109	JJC Jr.'s Request 2
RD10002112	JJC Jr.'s Request 2
RD10002114	JJC Jr.'s Request 2
RD10002123	JJC Jr.'s Request 2
RD10002125	JJC Jr.'s Request 2
RD10002128	JJC Jr.'s Request 2
RD10002130	JJC Jr.'s Request 2
RD10002137	JJC Jr.'s Request 2
RD10002139	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002140	JJC Jr.'s Request 2

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RDI's Second Production of Documents

RDI0002142	JJC Jr.'s Request 2
RDI0002145	JJC Jr.'s Request 6
RDI0002146	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0002147	JJC Jr.'s Request 2
RDI0002149	JJC Jr.'s Request 2
RDI0002156	JJC Jr.'s Request 2
RDI0002158	JJC Jr.'s Request 2
RDI0002165	JJC Jr.'s Request 2
RDI0002167	JJC Jr.'s Request 2
RDI0002174	JJC Jr.'s Request 1
RDI0002175	JJC Jr.'s Request 1
RDI0002181	JJC Jr.'s Request 1
RDI0002183	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002187	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002188	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002189	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002190	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002191	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002195	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002196	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002197	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002198	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002199	JJC Jr.'s Request 1
RDI0002201	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002202	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002203	JJC Jr.'s Request 1
RDI0002204	JJC Jr.'s Request 1
RDI0002210	JJC Jr.'s Request 1
RDI0002212	JJC Jr.'s Request 1
RDI0002213	JJC Jr.'s Request 1
RDI0002214	JJC Jr.'s Request 1
RDI0002216	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002217	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002218	JJC Jr.'s Request 2
RDI0002220	JJC Jr.'s Request 2
RDI0002225	JJC Jr.'s Request 1
RDI0002226	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RDI0002228	JJC Jr.'s Request 2
RDI0002230	JJC Jr.'s Request 2
RDI0002232	JJC Jr.'s Request 2
RDI0002234	JJC Jr.'s Request 2
RDI0002239	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002243	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002244	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002245	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002246	JJC Jr.'s Request 2;T2 Group's Request 3

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RDI's Second Production of Documents

RD10002247	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002251	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002252	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002253	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002254	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002255	JJC Jr.'s Request 2
RD10002258	JJC Jr.'s Request 2
RD10002260	JJC Jr.'s Request 2
RD10002266	JJC Jr.'s Request 2
RD10002268	JJC Jr.'s Request 2
RD10002273	JJC Jr.'s Request 2
RD10002278	JJC Jr.'s Request 2
RD10002283	JJC Jr.'s Request 2
RD10002288	JJC Jr.'s Request 2
RD10002293	JJC Jr.'s Request 2
RD10002295	JJC Jr.'s Request 2
RD10002297	JJC Jr.'s Request 2
RD10002298	JJC Jr.'s Request 2
RD10002301	JJC Jr.'s Request 2
RD10002302	JJC Jr.'s Request 2
RD10002305	JJC Jr.'s Request 2
RD10002306	JJC Jr.'s Request 2
RD10002309	JJC Jr.'s Request 2
RD10002314	JJC Jr.'s Request 2
RD10002315	JJC Jr.'s Request 2
RD10002320	JJC Jr.'s Request 2
RD10002321	JJC Jr.'s Request 2
RD10002328	JJC Jr.'s Request 2
RD10002331	JJC Jr.'s Request 1
RD10002332	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RD10002333	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002334	T2 Group's Request 4
RD10002336	JJC Jr.'s Request 2
RD10002337	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002344	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RD10002346	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RD10002349	JJC Jr.'s Request 1;JJC Jr.'s Request 6
RD10002352	JJC Jr.'s Request 1
RD10002353	JJC Jr.'s Request 1
RD10002354	JJC Jr.'s Request 6
RD10002355	JJC Jr.'s Request 2;T2 Group's Request 3
RD10002356	JJC Jr.'s Request 2;T2 Group's Request 3

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RDI's Second Production of Documents

RDI0002357	JJC Jr.'s Request 2
RDI0002359	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002363	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002364	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002365	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002369	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002370	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002371	JJC Jr.'s Request 1
RDI0002373	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002374	JJC Jr.'s Request 1
RDI0002375	JJC Jr.'s Request 1
RDI0002381	JJC Jr.'s Request 1
RDI0002383	JJC Jr.'s Request 2
RDI0002385	JJC Jr.'s Request 2
RDI0002386	JJC Jr.'s Request 2
RDI0002388	JJC Jr.'s Request 2
RDI0002389	JJC Jr.'s Request 2
RDI0002390	JJC Jr.'s Request 2
RDI0002393	JJC Jr.'s Request 2
RDI0002394	JJC Jr.'s Request 2
RDI0002395	JJC Jr.'s Request 2
RDI0002398	JJC Jr.'s Request 2
RDI0002399	JJC Jr.'s Request 2
RDI0002402	JJC Jr.'s Request 2
RDI0002404	JJC Jr.'s Request 2
RDI0002405	JJC Jr.'s Request 2
RDI0002407	JJC Jr.'s Request 2
RDI0002409	JJC Jr.'s Request 2
RDI0002414	JJC Jr.'s Request 2
RDI0002416	JJC Jr.'s Request 2
RDI0002421	JJC Jr.'s Request 2
RDI0002422	JJC Jr.'s Request 2
RDI0002425	JJC Jr.'s Request 2
RDI0002426	JJC Jr.'s Request 2
RDI0002427	JJC Jr.'s Request 2
RDI0002429	JJC Jr.'s Request 2
RDI0002431	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002435	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002436	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002437	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002441	JJC Jr.'s Request 2;T2 Group's Request 3
RDI0002442	JJC Jr.'s Request 2;T2 Group's Request 3

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[illegible]

REP123

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coburnl@gtlaw.com  
*Counsel for Reading International, Inc.*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

T2 PARTNERS MANAGEMENT, LP a  
Delaware limited partnership, doing business  
as KASE CAPITAL MANAGEMENT; et  
al.,

v.

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

Defendants.

AND

READING INTERNATIONAL, INC., a  
Nevada corporation,

Nominal Defendant.

Case No. A-15-719860-B

Dept. No. XI

*Business Court*

**READING INTERNATIONAL, INC.'S  
THIRD SUPPLEMENTAL RESPONSE  
TO JAMES COTTER, JR.'S REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

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

Pursuant to Nevada Rules of Civil Procedure ("NRCP"), Reading International, Inc. ("RDI") by and through its counsel Greenberg Traurig, LLP hereby submits this Supplemental Response to James Cotter, Jr.'s Request for Production of Documents.

**DOCUMENT REQUEST NO. 1:**

All documents and communications created in or after June 2014 relating directly or indirectly to (a) nominal defendant RDI (except RDI) (b) the California Trust Action (defined in the Motion)(excluding pleadings), (c) the Nevada Probate Action (defined in the Motion)(excluding pleadings), (d) any consensual resolution or settlement agreement between JJC, on one hand, and either or both EC and MC, on the other hand or (e) control of the RDI Class B voting stock.

**RESPONSE TO DOCUMENT REQUEST NO. 1:**

RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for obtaining and producing responsive documents not otherwise subject to objections. The parties agreed upon search terms on September 16, 2015, and RDI instructed its document production vendor to run the search in accordance with that stipulation. Given that the parties also agreed to utilize predictive coding procedures in order to expedite the identification of responsive documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an agreement can be reached regarding the responsive/nonresponsive designation in the first set of documents, and a protective order is stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive coding process and will begin reviewing and producing non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can begin producing non-privileged and/or non-public material information beginning on Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

1 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
2 produce responsive documents that are not otherwise subject to any privilege or protection  
3 allowed under Nevada law, including but not limited to attorney-client privileged  
4 communications, attorney work product, private, confidential or proprietary information, and/or  
5 non-public material information that SEC promulgated rules and regulations preclude from being  
6 disclosed to any party who may use that non-public material information in determining whether  
7 to trade RDI stock.

8 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:**

9 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
10 and continues the review data and work with counsel regarding the predictive coding process.

11 Please see documents identified by Production Nos. RDI0000037-RDI0000060; and  
12 RDI0000094-RDI0000095 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the  
13 document review and discovery process continues, this response may be supplemented.

14 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:**

15 Please see documents identified in response to this request for production on Exhibit A,  
16 attached hereto. These documents were produced with RDI's First Supplemental NRCP Rule  
17 16.1 Initial Disclosures. As the document review and discovery process continues, this response  
18 may be supplemented.

19 **THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:**

20 Please see documents identified in response to this request for production on Exhibit  
21 B, attached hereto. These documents were produced with RDI's Second Supplemental  
22 NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
23 continues, this response may be supplemented.

24 **DOCUMENT REQUEST NO. 2:**

25 Any search by or for nominal defendant RDI for an executive with experience or  
26 expertise in real estate, including but not limited to a director of real estate.

27 **RESPONSE TO DOCUMENT REQUEST NO. 2:**



1 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
2 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
3 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
4 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
5 obtaining and producing responsive documents not otherwise subject to objections. The parties  
6 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
7 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
8 utilize predictive coding procedures in order to expedite the identification of responsive  
9 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
10 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
11 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
12 documents, and a protective order is stipulated to amongst all parties or put into place by the  
13 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
14 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
15 begin producing non-privileged and/or non-public material information beginning on  
16 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

17 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
18 produce responsive documents that are not otherwise subject to any privilege or protection  
19 allowed under Nevada law, including but not limited to attorney-client privileged  
20 communications, attorney work product, private, confidential or proprietary information, and/or  
21 non-public material information that SEC promulgated rules and regulations preclude from being  
22 disclosed to any party who may use that non-public material information in determining whether  
23 to trade RDI stock.

24 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:**

25 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
26 and continues the review data and work with counsel regarding the predictive coding process.  
27 Please see documents identified by Production Nos. RDI0000056- RDI0000060; RDI0000061 -  
28

1 RDI0000067 and RDI0000070-RDI0000076 produced with RDI's NRCP Rule 16.1 Initial  
2 Disclosures. As the document review and discovery process continues, this response may be  
3 supplemented.

4 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO.2:**

5 Please see documents identified in response to this request for production on Exhibit A,  
6 attached hereto. These documents were produced with RDI's First Supplemental NRCP Rule  
7 16.1 Initial Disclosures. As the document review and discovery process continues, this response  
8 may be supplemented.

9 **THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:**

10 ~~Please see documents identified in response to this request for production on Exhibit~~  
11 **B, attached hereto. These documents were produced with RDI's Second Supplemental**  
12 **NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process**  
13 **continues, this response may be supplemented.**

14 **DOCUMENT REQUEST NO. 3:**

15 Any committee or executive committee of the RDI Board of Directors, including any  
16 committee formed, revived, changed or implemented in or after June of 2015, including the EC  
17 Committee (as defined in the Motion), any decisions made by or issues presented to such  
18 committee and compensation of such committee members.

19 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

20 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
21 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
22 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
23 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
24 obtaining and producing responsive documents not otherwise subject to objections. The parties  
25 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
26 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
27 utilize predictive coding procedures in order to expedite the identification of responsive  
28

1 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
2 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
3 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
4 documents, and a protective order is stipulated to amongst all parties or put into place by the  
5 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
6 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
7 begin producing non-privileged and/or non-public material information beginning on  
8 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

9 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
10 produce responsive documents that are not otherwise subject to any privilege or protection  
11 allowed under Nevada law, including but not limited to attorney-client privileged  
12 communications, attorney work product, private, confidential or proprietary information, and/or  
13 non-public material information that SEC promulgated rules and regulations preclude from being  
14 disclosed to any party who may use that non-public material information in determining whether  
15 to trade RDI stock.

16 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

17 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
18 and continues the review data and work with counsel regarding the predictive coding process.  
19 Please see documents identified by Production Nos. RDI0000077-RDI0000079 produced with  
20 RDI's NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
21 continues, this response may be supplemented.

22 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

23 Please see documents identified in response to this request for production on Exhibit A,  
24 attached hereto. These documents were produced with RDI's First Supplemental NRCP Rule  
25 16.1 Initial Disclosures. As the document review and discovery process continues, this response  
26 may be supplemented.

27 **THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:**

1 Please see documents identified in response to this request for production on Exhibit  
2 B, attached hereto. These documents were produced with RDI's Second Supplemental  
3 NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
4 continues, this response may be supplemented.

5 **DOCUMENT REQUEST NO. 4:**

6 Any minutes of nominal defendant RDI's Board of Directors and any committees thereof,  
7 whether draft, unapproved or approved by nominal defendant RDI's Board of Directors for any  
8 meeting in 2015.

9 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

10 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
11 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
12 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
13 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
14 obtaining and producing responsive documents not otherwise subject to objections. The parties  
15 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
16 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
17 utilize predictive coding procedures in order to expedite the identification of responsive  
18 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
19 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
20 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
21 documents, and a protective order is stipulated to amongst all parties or put into place by the  
22 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
23 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
24 begin producing non-privileged and/or non-public material information beginning on  
25 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

26 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
27 produce responsive documents that are not otherwise subject to any privilege or protection

1 allowed under Nevada law, including but not limited to attorney-client privileged  
2 communications, attorney work product, private, confidential or proprietary information, and/or  
3 non-public material information that SEC promulgated rules and regulations preclude from being  
4 disclosed to any party who may use that non-public material information in determining whether  
5 to trade RDI stock.

6 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:**

7 Pursuant to RDI's previous response above, RDI has prepared its first production of data  
8 and continues the review data and work with counsel regarding the predictive coding process.  
9 Please see documents identified by Production Nos. RDI0000001-RDI0000014; and  
10 RDI0000022-RDI0000036 produced with RDI's NRCP Rule 16.1 Initial Disclosures. As the  
11 document review and discovery process continues, this response may be supplemented.

12 **SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:**

13 Please see documents identified in response to this request for production on Exhibit A,  
14 attached hereto. These documents were produced with RDI's First Supplemental NRCP Rule  
15 16.1 Initial Disclosures. As the document review and discovery process continues, this response  
16 may be supplemented.

17 **THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:**

18 Please see documents identified in response to this request for production on Exhibit  
19 B, attached hereto. These documents were produced with RDI's Second Supplemental  
20 NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
21 continues, this response may be supplemented.

22 **DOCUMENT REQUEST NO. 5:**

23 All documents relating to nominal defendant RDI's public disclosures and SEC filings  
24 regarding the termination of JJC as President and CEO of nominal defendant RDI, the sought  
25 after resignation of JJC as a director of nominal defendant RDI, and any committee of nominal  
26 defendant RDI's Board of Directors formed, revived, changed or implemented in or after June  
27 2014, including but not limited to the EC Committee (defined in the Motion), including all

1 documents relating to any decision to not make any disclosure regarding any such committee.

2 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

3 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
4 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
5 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
6 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
7 obtaining and producing responsive documents not otherwise subject to objections. The parties  
8 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
9 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
10 utilize predictive coding procedures in order to expedite the identification of responsive  
11 documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm  
12 responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an  
13 agreement can be reached regarding the responsive/nonresponsive designation in the first set of  
14 documents, and a protective order is stipulated to amongst all parties or put into place by the  
15 Court, RDI will complete the predictive coding process and will begin reviewing and producing  
16 non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can  
17 begin producing non-privileged and/or non-public material information beginning on  
18 Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

19 In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will  
20 produce responsive documents that are not otherwise subject to any privilege or protection  
21 allowed under Nevada law, including but not limited to attorney-client privileged  
22 communications, attorney work product, private, confidential or proprietary information, and/or  
23 non-public material information that SEC promulgated rules and regulations preclude from being  
24 disclosed to any party who may use that non-public material information in determining whether  
25 to trade RDI stock.

26 **FIRST SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

27 Pursuant to RDI's previous response above, RDI has prepared its first production of data

1 and continues the review data and work with counsel regarding the predictive coding process.  
2 Please see documents identified by Production Nos. RDI0000056-RDI0000060 produced with  
3 RDI's NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
4 continues, this response may be supplemented.

5 **THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5<sup>1</sup>:**

6 Please see documents identified in response to this request for production on Exhibit  
7 B, attached hereto. These documents were produced with RDI's Second Supplemental  
8 NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process  
9 continues, this response may be supplemented.

10 **DOCUMENT REQUEST NO. 6:**

11 The purchase or sale of RDI stock, whether by JJC and/or by any of the individual  
12 defendants, including the exercise of, or possible exercise of any options to purchase RDI stock  
13 and including the purchase or repurchase by nominal defendant RDI of any shares or options  
14 nominal defendant RDI (including the date(s) and price(s) at which those securities were  
15 repurchased) whether pursuant to a formal stock buyback program or not, and any RDI practices  
16 or policies (whether implemented or proposed) with respect thereto.

17 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

18 RDI has engaged in numerous conversations with counsel for James Cotter, Jr. and  
19 Intervening Plaintiffs regarding the status of production of documents. RDI hereby confirms that  
20 it has imaged RDI's server and the machines of all custodians the parties agreed upon. RDI  
21 worked with Plaintiff to reach a stipulation as to appropriate search terms and procedures for  
22 obtaining and producing responsive documents not otherwise subject to objections. The parties  
23 agreed upon search terms on September 16, 2015, and RDI instructed its document production  
24 vendor to run the search in accordance with that stipulation. Given that the parties also agreed to  
25

26 <sup>1</sup> On October 5, 2015 and October 29, 2015 RDI served its first and second supplemental response to James Cotter  
27 Jr.'s request for production of documents. Those sets of responses did not include a supplemental response to this  
particular request.

utilize predictive coding procedures in order to expedite the identification of responsive documents, RDI anticipates it will provide the first set of documents to Plaintiff to confirm responsive/non-responsive identification on or about Wednesday, September 23, 2015. Once an agreement can be reached regarding the responsive/nonresponsive designation in the first set of documents, and a protective order is stipulated to amongst all parties or put into place by the Court, RDI will complete the predictive coding process and will begin reviewing and producing non-privileged and/or non-public material information on a rolling basis. RDI anticipates it can begin producing non-privileged and/or non-public material information beginning on Wednesday, September 30, 2015, if agreements discussed above can be promptly achieved.

In order to avoid any argument that RDI has waived any of its rights, RDI confirms it will produce responsive documents that are not otherwise subject to any privilege or protection allowed under Nevada law, including but not limited to attorney-client privileged communications, attorney work product, private, confidential or proprietary information, and/or non-public material information that SEC promulgated rules and regulations preclude from being disclosed to any party who may use that non-public material information in determining whether to trade RDI stock.

**SECOND SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5<sup>2</sup>:**

Please see documents identified in response to this request for production on Exhibit A, attached hereto. These documents were produced with RDI's First Supplemental NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process continues, this response may be supplemented.

**THIRD SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

Please see documents identified in response to this request for production on Exhibit B, attached hereto. These documents were produced with RDI's Second Supplemental NRCP Rule 16.1 Initial Disclosures. As the document review and discovery process

<sup>2</sup> On October 5, 2015, RDI served its first supplemental response to James Cotter Jr.'s request for production of documents. That set of responses did not include a supplemental response to this particular request.



	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	\$47,227.60	\$63,980.55	\$47,303.00	\$158,511.15
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	\$3,874.89	\$0.00	\$877.52	\$4,752.41
6	Photocopies	\$1,380.72	\$11,550.84	\$4,782.03	\$17,713.59
7	Telephone calls	\$225.52	\$887.10	0	\$1,112.62
8	Postage	\$498.98	\$3,067.34	\$431.24	\$3,997.56
9	Depo travel costs	\$23,942.59	\$28,111.18	15,664.51	\$67,718.28
10	Computerized Legal research	\$47,324.41	\$6,612.00	\$1,784.79	\$55,721.20
11	Couriers	\$2,473.74	\$0.00	\$0.00	\$2,473.74
12	E discovery	\$886,425.93	\$0.00	\$7,424	\$893,849.93
13	Counsel's Travel expenses for Court proceedings and client meetings	\$15,833.76	\$71,687.19	\$11,069.38	\$98,590.33
	Reading Director and Officer Travel expenses.	\$87,657.20	\$0.00	\$0.00	\$87,657.20

14	Parking	\$1,134.65	\$0.00	\$0.00	\$1,134.65
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
<b>TOTAL COSTS CLAIMED</b>		<b>\$1,194,965.10</b>	<b>\$1,419,385.00</b>	<b>\$268,694.27</b>	<b>\$2,883,044.37</b>

**Exhibit Page 3616**

*Steven D. Grierson*

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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 WROTONIAK,

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

)

) SUGGESTION OF DEATH

) OF DEFENDANT WILLIAM

) GOULD UPON THE RECORD

) UNDER NRCP 25(a)(2)

)

)

)

)

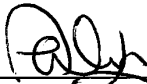
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)

1 Pursuant to Nev. R. Civ. P. 25(a)(2), plaintiff James J. Cotter, Jr.  
2 hereby suggests upon the record the death of defendant William Gould on  
3 or about August 6, 2018, during the pendency of this action.

4 MORRIS LAW GROUP

5  
6 By:   
7 Steve Morris, Bar No. 1543  
8 Akke Levin, Bar No. 9102  
9 411 E. Bonneville Ave., Ste. 360  
Las Vegas, Nevada 89101

10 Mark G. Krum, Bar No. 10913  
11 YURKO, SALVESEN & REMZ, P.C.  
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13 Boston, MA 02108

14 Attorneys for Plaintiff  
15 James J. Cotter, Jr.  
16  
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19  
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21  
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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that I am an employee of MORRIS LAW GROUP and that on the date below, I cause the following document(s) to be served via the Court's Odyssey E-Filing System: **SUGGESTION OF DEATH OF DEFENDANT WILLIAM GOULD UPON THE RECORD UNDER NRCP 25(a)(2)**, to be served on all interested parties, as registered with the Court's E-Filing and E-Service System. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

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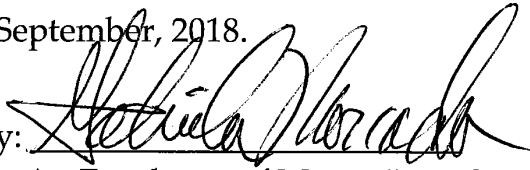
Attorneys for /Defendants Edward Kane,  
Douglas McEachern, Judy Codding, and  
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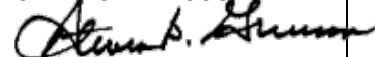
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Attorneys for Nominal Defendant  
Reading International, Inc.

DATED this 14th day of September, 2018.

By:   
An Employee of Morris Law Group



1 **RPLY**

2 **MORRIS LAW GROUP**

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17 Email: mkrum@bizlit.com

18 Attorneys for Plaintiff

19 James J. Cotter, Jr.

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. ) Case No. P-14-0824-42-E

27 ) Dept. No. XI

28 MARGARET COTTER, ELLEN )  
COTTER, GUY ADAMS, ) Jointly Administered

EDWARD KANE, DOUGLAS )

McEACHERN, WILLIAM ) **PLAINTIFF'S REPLY TO RDI'S**

GOULD, JUDY CODDING, ) **OPPOSITION TO MOTION TO**

MICHAEL WROTNIAK, ) **RETAX COSTS**

Defendants. ) **Date: October 1, 2018**

And ) **Time: 9 a.m.**

READING INTERNATIONAL, )  
INC., a Nevada corporation, )

Nominal Defendant. )

**MORRIS LAW GROUP**  
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702/474-9400 • FAX 702/474-9422

1 Plaintiff James J. Cotter, Jr. ("Cotter") hereby submits his Reply to  
2 RDI's Opposition to Motion to Retax Costs. This Reply is based on papers  
3 and pleadings on file, the exhibits attached hereto, the following points and  
4 authorities, and any oral argument the Court may allow.

5 **I. INTRODUCTION**

6 RDI's thirty-page opposition and the untimely-filed 8-volume  
7 appendix thereto do not support its extraordinary \$2.9 million cost bill. They  
8 confirm that the bill is exorbitant and unjust. RDI's opposition also confirms  
9 that counsel for RDI was manifestly conflicted when providing legal advice  
10 on ratification to the Special Independent Committee on December 21, 2017.  
11 RDI admits, and the bills show, that on December 7, 13, 15, 20, and 21, 2017,  
12 RDI's counsel was in California to prepare the two Cotter sisters—who were  
13 alleged to have breached their fiduciary duties *to* RDI—for trial. Opp'n at  
14 28:6-12; *id.* Ex. 11 and EP 1607-1608; EP 1614; EP 468; EP 629-630; EP 632.  
15 RDI admits, and its cost bills show, that Greenberg Traurig played a lead  
16 role throughout this case and would have played a lead role at trial, Opp'n  
17 at 27 fn. 19, when its role as counsel to this nominal defendant should have  
18 been "wholly neutral" under the cases it cites. *See, e.g., Swenson v. Thibaut*,  
19 250 SE 2d 279, 293-94 (N.C. App. 1978).

20 In its quest to justify and recover the outrageously unreasonable  
21 costs incurred by its conflicted counsel, RDI misrepresents Plaintiff's  
22 pleadings and the relief he sought in a dissembling effort to characterize its  
23 role as a third-party defendant. But unlike the third-party subcontractors in  
24 *Copper Sands Homeowners v. Flamingo 94 Ltd.*, 335 P.3d 203, 206 (Nev.  
25 2014)—who were "functionally adverse" to the plaintiff HOA even if not  
26 sued by it, because they built the allegedly defective development—RDI was  
27 functionally *aligned* with the Plaintiff: Plaintiff did not file any claims or  
28 seek damages against RDI. He sought damages *on behalf of* RDI. Mr.

1 Cotter's claims did not pose a "threat" to the corporation. He is not  
2 responsible for costs that were needlessly and recklessly incurred by the  
3 Cotter sisters' counsel to "protect" RDI against claims Plaintiff was *not*  
4 *making* against the company.

5           The untimely additional cost documents RDI filed display lavish  
6 and reckless spending by RDI's management under the guise of "trial costs."  
7 For example, \$918 for a limousine ride from Los Angeles to Las Vegas for  
8 Ellen Cotter, EP 1899; a one-way \$2,698 airfare from New York to Las Vegas  
9 for Margaret Cotter, EP 1978-79; \$3,183 for "director rooms" at the Four  
10 Seasons—seven miles away from the courthouse, EP 1838, 1841; a \$1,200  
11 dinner for RDI's general counsel and the Cotter sisters at Nobu, Las Vegas—  
12 days after trial was continued, EP 2186; sixteen limousines (at \$250 *each*) for  
13 transportation from and to the Four Seasons, EP 1894-99, and so on. RDI  
14 also seeks more than \$15,000 for first-class travel and lodging at the  
15 Mandarin Oriental for its general counsel, including for hearings pertaining  
16 to the T2 plaintiffs or for dates when no hearings were held. *E.g.*, EP 2028-  
17 30; EP 2034-2035; EP 2109-2110; EP 2118-2119; EP 2131-2132.<sup>1</sup>

18           *RDI* had the burden of proof to show that the punitive costs it  
19 seeks on behalf of itself and the individual defendants were actually,  
20 necessarily, *and* reasonably incurred. NRS 18.110(1). It purports to  
21 belatedly fulfill its burden by a 3500-page document dump that it  
22 characterizes as an appendix. Nothing in this late-filed dump or in the  
23 opposition that precedes it establishes anything other than that the Cotter  
24 sisters and their counsel indiscriminately spent almost \$3 million in "costs"  
25 to "defend" nominal defendant RDI against claims the Plaintiff was not  
26

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27 <sup>1</sup> Citations in this brief to "MEP" refer to the documents RDI attached to its  
28 Cost Memo that were bates-numbered with the prefix "Motion Exhibit  
Page." Citations in this brief to "EP" refer to the documents RDI attached to  
its Opposition, which were bates-numbered with the prefix "Exhibit Page."



1 making against the company. Based on the "outrageously excessive"  
2 requested amount, and the absence of a good faith effort to exclude clearly  
3 excessive and unreasonable costs, the Court should use its discretion to  
4 deny RDI and the individual defendants *all* of their costs. *Cf. Clemens v.*  
5 *New York Cent. Mut. Fire Ins. Co.*, No. 17-3150, \_\_ F.3d \_\_, 2018 WL  
6 4344678, at \*5 (3d Cir. Sept. 12, 2018) (holding that the district court had  
7 discretion to deny all attorneys' fees sought where the \$900,000 requested  
8 was "outrageously excessive" and counsel failed to fulfil his duty to in good  
9 faith omit excessive and unnecessary hours).

## 10 II. ARGUMENT

### 11 A. RDI is a nominal defendant that did not prevail in this case.

12 It is not enough to be entitled to costs that RDI was a "party to  
13 this Litigation." Opp'n at 5. RDI must be the *prevailing* party under NRS  
14 18.020. A nominal defendant cannot be a prevailing party because nominal  
15 implies "neutral." A neutral party is not "a prevailing party." The older cases  
16 RDI cites on page 6 of its Opposition establish this and illustrate why RDI is  
17 wrong in its assertion that it was "required" to defend against Plaintiff's  
18 claims.<sup>2</sup> For example, in *Swenson v. Thibaut*, 250 S.E. 2d 279 (N.C. App.  
19 1978), the court held that where, as here, directors are alleged to have  
20 breached their fiduciary duties, the corporation named as a nominal  
21 defendant " 'is required to take and maintain a wholly neutral position  
22 taking sides neither with the complainant nor with the defending director.' "  
23 *Id.* at 293-94 (quoting *Solimine v. Hollander*, 129 N.J.Eq. 264, 19 A.2d 344  
24 (1941)). As the *Swenson* court noted:

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25  
26  
27 <sup>2</sup> RDI altogether ignored the more recent California cases cited by Plaintiff,  
28 such as *Patrick v. Alacer Corp.*, 167 Cal. App. 4th 995, 1005, 84 Cal.Rptr.3d  
642, 652 (2008), which extensively relies on *Swenson* and rejects the entirety  
of what RDI argues in its Opposition.

1 The anomaly of a corporation, in whose name and right a  
2 derivative action is brought, being allowed to defend itself  
3 against itself is apparent. It is particularly apparent in the  
4 situation, such as is found in the instant case, where the alleged  
5 wrongdoers are in control of the corporation.

6 *Swenson*, 250 S.E. 2d at 294.

7 In *Solimine*, the court held:

8 It is important to remember the true nature of a suit of this  
9 character. . . . While nominally the company is named as a  
10 defendant, actually and realistically it is the true complainant, for  
11 any avails realized from the litigation belong to it and it alone.  
12 The only circumstance under which the individual stockholder is  
13 permitted to bring the suit is either the refusal of those in control  
14 of the company to bring the proceeding or the fact that their  
15 relation to the subject of complaint is such that demand upon  
16 those in control to bring the suit would be futile. Whatever be the  
17 circumstances furnishing license to the individual stockholder to  
18 bring a class action of this kind, *the fact remains that when suit is*  
19 *brought and determined on its merits the company must be*  
20 *treated in all respects, including liability for costs and counsel*  
21 *fees, as any other complainant in the ordinary cause.*

22 129 N.J. Eq. at 265-66. (emphasis added).

23 *Nat'l Bankers Life Ins. Co. v. Adler*, 324 S.W.2d 35, 37

24 (Tex.Civ.App.1959), a case RDI relies on, holds likewise. Only "[i]f the  
25 derivative action threatens rather than advances the corporate interests, the  
26 corporation may actually defend the action," such as when a derivative  
27 plaintiff seeks to enjoin performance of a corporation's contract or seeks to  
28 appoint a receiver, which is not this case.

RDI could not unilaterally change its nominal status by  
answering the complaint filed on its behalf and thereafter joining in  
defendants' motions for summary judgment on the merits, as it did here.  
And the fact that RDI was required to remain neutral did not render RDI  
immune from discovery any more so than a third party subpoenaed for  
documents.

1                   **1. Plaintiff's lawsuit did not seek adverse relief against or**  
2                   **threaten RDI.**

3                   RDI misrepresents and grossly overstates the relief sought by  
4 Plaintiff in this case. Plaintiff did not seek damages or injunctive relief  
5 *against* RDI but *on behalf of* RDI. *See, e.g.*, June 12, 2015 Compl., on file ¶¶  
6 133-134; Oct. 22, 2015 Am. Compl., on file, ¶¶ 192-193 (" . . . *the Company . . .*  
7 *and other RDI shareholders have suffered . . . injury . . . the Company*, and  
8 other shareholders will suffer irreparable harm. . . ") (emphasis added); *see*  
9 *also* Sept. 2, 2016 Second Am. Compl., on file at 45 ("**RDI AND RDI**  
10 **SHAREHOLDERS ARE INJURED**"); *id.* at 53, ¶ 202 ("unless such injunctive  
11 relief is granted, Plaintiff, the Company and other shareholders will suffer  
12 irreparable harm"); *id.* at 54 (Prayer for Relief, ¶ 5) ("For. . . damages  
13 incurred *by* RDI. . . ") (emphasis added).

14                   Plaintiff's second amended complaint did not seek reinstatement  
15 from RDI; it asked for relief against the individual directors and for an order  
16 that certain of their decisions were invalid. Second Am. Compl., on file at  
17 54, Prayer for Relief ¶ 3(a)-(e). The only subsection in Plaintiff's Prayer for  
18 Relief that addresses RDI is ¶3(c), which asks "RDI *and* the individual  
19 defendants to make . . . corrective disclosures . . . in advance of RDI's 2017  
20 ASM . . . ." *Id.* ¶ 3(c) (emphasis added). But this relief was ancillary and  
21 based on alleged conduct by the individual defendants. *See id.* ¶101.  
22 Regardless, however, a request for corrective disclosures is not a "threat" to  
23 RDI that justified RDI abandoning the "wholly neutral position" it was  
24 required to take. Moreover, this ancillary relief was not sought until  
25 September 2016, which does not justify the adversarial position RDI took  
26 from the inception of this case.

27                   **2. RDI was not "functionally adverse" to Plaintiff.**

28                   RDI's position is not comparable to that of the third-party  
subcontractors in *Copper Sands Homeowners v. Flamingo 94 Ltd.*, 335 P.3d

203, 206 (Nev. 2014). There, the plaintiff HOA sued the developer for construction defects, which prompted the developer to file a third-party complaint against the subcontractors who "essentially built the Copper Sands project." *Id.* at 206. The third-party subcontractors were deemed the prevailing parties when the plaintiff HOA lost its lawsuit, because their liability was contingent on the HOA's claims against the Developer. *Id.* at 206-07. In other words, the subcontractors were deemed "functionally adverse" to the plaintiff. *Id.* Here, by contrast, RDI was not "functionally adverse" to the plaintiff; it was *aligned* with him: RDI did not face liability if the individual defendants were found liable. On the contrary, if Plaintiff prevailed on his claims against the directors, then so did RDI.

Thus, RDI is not a prevailing party and not entitled to any costs.

**B. RDI's duty to indemnify Gould does not toll his untimely cost bill.**

RDI cites no legal authority for the proposition that its duty to indemnify Gould for costs somehow excuses Gould's failure to file a timely cost bill. The costs submitted on Mr. Gould's behalf are were filed more than six months later. Mr. Gould never moved for more time before he passed away, and costs can no longer be awarded to him. None of the costs should be allowed.<sup>3</sup>

**C. RDI still did not explain or support why most of its filing fees were necessary or reasonable.<sup>4</sup>**

Plaintiff's argument is not that RDI "did not 'need' to file the documents," as RDI contends on page 11 of its Opposition; the point is that

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<sup>3</sup> As stated in Plaintiff's principal Motion, any argument in this brief for a reduction or disallowance of Gould's costs is made strictly in the alternative, should the Court determine that Gould's cost bill is timely.

<sup>4</sup> As stated in Plaintiff's principal Motion, this argument and those below with respect to RDI's cost items are made strictly in the alternative, should the Court determine that RDI is a prevailing party entitled to costs.

1 RDI was not *allowed* to defeat or defend this case by filing a motion to  
2 compel arbitration, an answer, or by repeatedly joining in the directors'  
3 dispositive motions on the merits in this derivative case. *Patrick v. Alacer*  
4 *Corp.*, 167 Cal. App. 4th 995, 1005-09, 84 Cal.Rptr.3d 642, 652 (2008). This is  
5 why most of the filing fees RDI seeks to recoup are improper, unnecessary,  
6 and unreasonable—even assuming it was the "prevailing party," which it is  
7 not.

8 The Court should disallow a total of **\$3,046.49** of RDI's filing  
9 fees, which are comprised of: (1) \$1,466.50 for RDI's seven joinders to the  
10 defendants' motions for summary judgment, EP0049-0051, EP 0053-54, EP  
11 0056, EP 0059-60; (2) \$1,534.49 for RDI's Motion to compel arbitration and  
12 Reply brief, EP 0003, EP 0012; (3) \$17.50 for filings related to the T-2  
13 Plaintiffs, such as RDI's joinder to defendants' Motion to Disqualify  
14 Intervening Plaintiffs, EP 0026, EP 0040, EP 0048, EP 0065-66; and (4) \$28.00  
15 for other improper and unnecessary filings, such as a jury demand, RDI's  
16 reply in support of its joinders to the Partial MSJs, and its joinders and  
17 replies in support of its joinders to defendants' motions in limine, EP 0001-  
18 0002, EP 0016, EP 0067-69, EP 0071-72. RDI is not entitled to these  
19 unnecessary and unwarranted costs.

20 **D. RDI's \$53,344.70 for deposition reporters' fees were unnecessary.**

21 RDI mistakenly relies on a California procedural statute that has  
22 no application in this Court to justify its counsel attending and thereafter  
23 ordering each and every (certified) deposition transcript in a case in which  
24 RDI should have remained neutral. The standard under NRS 18.050 and  
25 NRS 18.020 is necessity and reasonableness. It was not necessary or  
26 reasonable for a nominal defendant like RDI to incur **\$53,344.70** in reporter  
27 and transcript fees; all of these costs should be disallowed.  
28

1           The court reporters who took the depositions in this case were  
2 hardly cheated: Plaintiff's counsel, Gould's counsel, and the Cotter sisters'  
3 counsel each ordered and paid for their separate copies. RDI's feigned  
4 concern for court reporters is also disingenuous: RDI's counsel apparently  
5 shared the transcripts it ordered from *this* Court's court reporter with the  
6 Cotter sisters' counsel without them paying Florence Hoyt for their own  
7 copy. *See, e.g.*, EP 0290 (billing RDI and Plaintiff for cost of transcript of  
8 October 27, 2016 hearing); *see* Ex. A to Defendants' Supplement to Partial  
9 MSJs, on file (attaching excerpts of Oct. 27, 2016 Hearing Tr.). To be sure,  
10 Quinn Emanuel does not seek any costs for official court reporters' costs.  
11 *See* Cost Memo at 5 (chart).

12           **E. Defendants' tepid arguments to justify their \$1.4 million expert**  
13           **fees are unconvincing and lack merit.**

14           RDI admits that the \$1.4 million incurred in expert witness fees  
15 is "prohibitive." Opp'n at 13:27. RDI does not deny and thus admits that: (1)  
16 Klausner's \$447,000 fees were grossly excessive given his limited task; (2)  
17 there was pervasive duplicate work performed by the numerous staff  
18 members who assisted the Cotter defendants' experts; (3) experts Roll and  
19 Klausner failed to describe the work they did; (4) the billing records show  
20 pervasive block-billing; (5) none of the Partial MSJs relied on expert  
21 testimony; (6) Gould by and large relied on fact testimony and the expert  
22 testimony of Plaintiff's expert, former Chief Judge Steele; (7) the Court did  
23 not rely on expert testimony in any of its MSJ rulings; and (8) Gould and the  
24 Cotter defendants "preemptively" retained *two* experts on corporate  
25 governance and one damages expert to prepare initial expert reports, even  
26 though Plaintiff carried the burden of proof on these matters, and Gould  
27 had already been found independent.

28           Although most—if not all—relevant factors set out in *Frazier v.*  
*Drake*, 357 P.3d 365, 377 (Nev. Ct. of App. 2015) thus weigh in favor of

1 substantially reducing the expert fees, RDI nevertheless asks the Court to  
2 award it *all* \$1.4 million in expert costs based on a rambling argument  
3 unsupported by any reference to the record. Opp'n at 14-16.<sup>5</sup> RDI claims  
4 that Plaintiff did not prove the unreasonableness of its costs, *id.* at 16, but  
5 *RDI* had the burden to prove the costs were reasonable. Even so, Plaintiff  
6 more than supported his argument that the costs were *unreasonable*,  
7 including with some very specific references to the prohibitive expert bills.  
8 *See* Motion to Retax at 10-19.

9           None of RDI's conclusory arguments has merit. First, *Plaintiff*  
10 did not contend that his claims were "frivolous," as RDI states on page 14 of  
11 its Opposition; this was and has been the *defendants'* claim all along. It is  
12 *defendants'* oft-repeated argument that they always knew there was no basis  
13 for any of Plaintiff's claims and damages that cannot be reconciled with their  
14 purported need to retain **five** experts who collectively billed \$1.4 million.  
15 Second, RDI admits that retaining an initial damages expert was wasteful,  
16 because it was not until defendants saw Duarte-Silva's report that they  
17 realized they needed yet *another* damages expert to respond to his other  
18 claims. Opp'n at 15. Third, there is no support whatsoever in Plaintiff's first  
19 or second amended complaint for RDI's argument that Plaintiff claimed \$100  
20 million in damages.<sup>6</sup> Since RDI failed to meet its burden under NRS 18.005

21 \_\_\_\_\_  
22 <sup>5</sup> RDI's counsel suggested that the Court ask Plaintiff what he paid in terms  
23 of expert fees. But it is not Plaintiff's burden to show that RDI's expert fees  
24 are reasonable compared to those incurred in similar cases. Moreover, the  
25 Court already knows that Plaintiff is disputing the expert fees billed by  
26 Finnerty and Duarte-Silva. The expert bills Plaintiff did not dispute are  
nowhere near as high as those of the defendants. Plaintiff paid former Chief  
Judge Steele \$105,301 total for his report and testimony.

27 <sup>6</sup> Plaintiff's counsel was unable to locate on Westlaw the unpublished  
28 Colorado trial court order, which RDI cites on page 16 of its Opposition to  
support the reasonableness of its \$1.4 million expert fee award, but on the  
face of it, the case appears to be a construction defect case, which is not a  
"similar" case.

1 and NRS 18.110 that its costs were reasonable and necessary under the  
2 *Frazier* factors, the Court should use its discretion and substantially reduce  
3 them.

4 **F. Quinn Emanuel did not explain that all of its copy costs**  
5 **(\$11,550.84) were necessary and reasonable.**

6 As the Nevada Supreme Court has held, counsel must  
7 "demonstrate *how* [copying] fees were necessary to and incurred in the  
8 present action." *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1054  
9 (Nev. 2015) (internal quotation marks and citation omitted) (emphasis  
10 added); *In Re Dish Network Deriv. Litig.*, 133 Nev. \_\_\_, 401 P.3d 1081, 1093  
11 (2017) (holding same). "[D]ocumentation substantiating the reason for *each*  
12 *copy* 'is precisely what is required under Nevada law.'" *Cadle Co.*, 345 P.3d  
13 at 1054 (quoting *Vill. Builders 96, L.P. v. U.S. Labs., Inc.*, 121 Nev. 261, 276-  
14 77, 112 P.3d 1082, 1093 (2005))(emphasis added).

15 Here, Quinn Emanuel provided a declaration of counsel that the  
16 copy costs were necessary and reasonable and provided supporting  
17 documentation for the copy costs, but there is no evidence to support the  
18 need for 96,257 copies (based on \$0.12 per page) in this case and the  
19 reasonableness of spending \$11,550.84 for them. These copy costs should be  
20 reduced.

21 **1. Gould (\$4,782.06).**

22 Based on \$0.07 per page, Gould's copy costs represent 68,315  
23 pages, which is an incredible amount of paper for a single defendant. Like  
24 counsel for the Cotter defendants, Gould's counsel did not show how and  
25 why and for what all of these copy costs were incurred.

26 **G. The Cotter defendants did not demonstrate the urgency to**  
27 **support \$3,067.34 in FedEx costs.**

28 Mr. Searcy's supplemental declaration does not explain the  
urgency with respect to the mailings that would require using FedEx as



1 opposed to regular or electronic mail. The Court should disallow all such  
2 costs in the absence of a showing of necessity.

3 **H. RDI's counsel did not need to attend the depositions to invoke**  
4 **the privilege.**

5 RDI's argument that it was necessary for its counsel to attend the  
6 depositions to assert the company's privileges is nonsense. Under *Las Vegas*  
7 *Sands Corp. v. Dist. Ct.*, 130 Nev. 656, 331 P.3d 905, 912 (2014) and *CFTC v.*  
8 *Weintraub*, 471 U.S. 343 (1985), "the power to waive the corporate attorney-  
9 client privilege rests with the corporation's *management* and is normally  
10 exercised by its officers and directors" who must "exercise the privilege in a  
11 manner consistent with their fiduciary duty to act in the best interests of the  
12 corporation and not of themselves as individuals." *Weintraub*, 471 U.S. at  
13 348-49. The individual defendant directors thus have no right to waive the  
14 privilege if it suits their own interests, as RDI incredibly argues on page 18  
15 of its Opposition. They must *always* consider the best interests of RDI.  
16 *Weintraub*, 471 U.S. at 348-49.

17 RDI's reliance on *Las Vegas Sands Corp. v. Dist. Ct.*, 130 Nev.  
18 656, 331 P.3d 905, 912 (2014) is also misplaced because there, a *former*  
19 employee/officer attempted to waive the privilege over the objections of  
20 current management. With the exception of former director Storey, no  
21 former members of the board were deposed who risked waiving RDI's  
22 privilege. But even that deposition could have been attended telephonically  
23 by RDI's counsel. There was no need for RDI to spend nearly as much for  
24 deposition travel costs (\$24,000) as the Cotter defendants (\$28,000) to attend  
25 depositions, nor was it reasonable to do so.

26 RDI's throwaway argument that deposition travel costs would  
27 have been higher if all parties had retained local counsel does not justify its  
28 own travel costs. Under the "general rule," plaintiffs have to appear for  
deposition in the state where they initiate the lawsuit. *Okada v. Dist. Ct.*,

1 359 P.3d 1106, 1111 n. 5 (Nev. 2015). Thus, if Plaintiff had appeared for  
2 deposition in Nevada, RDI's counsel would not have incurred any travel  
3 costs. Moreover, when it comes to defendants' depositions, the first factor  
4 courts look at to determine where the deposition should take place is "(1) the  
5 location of counsel for the parties in the forum district. . . ." *Id.* at 1112  
6 (quoting 7 JAMES WM. MOORE ET AL., MOORE'S FEDERAL PRACTICE §  
7 30.20(1)(b)(ii) (3d ed.2015)). Thus, if all counsel had been located in Las  
8 Vegas, Nevada, it would have been more reasonable and efficient to have  
9 the one deponent travel to Las Vegas, instead of three or four sets of counsel  
10 travel to the deponent's residence, as occurred here.

11 **1. The Cotter defendants' expenses (\$28,111) are excessive.**

12 The Quinn Emanuel invoices show that their counsel  
13 consistently spent between 10% and 100% above the GSA government *per*  
14 *diem* rates that RDI refers to in its Opposition on page 20 fn. 11. For  
15 example, the GSA rates for New York are \$291 per day for hotels and \$74  
16 per day for food. See [https://www.gsa.gov/travel/plan-book/per-diem-](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup)  
17 [rates/per-diem-rates-lookup](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup). But in New York, counsel for the Cotter  
18 defendants often spent more than \$600 on lodging and many bills for meals  
19 exceed \$200 a day. *E.g.*, EP 2841 (\$662.16); EP 2844 (\$644.21); EP 2846  
20 (\$643.21). The GSA rates for Las Vegas are \$106 (hotel) and \$64 (food). But  
21 Quinn Emanuel lawyers stayed at the Mandarin Oriental at four times this  
22 rate, *e.g.*, MEP 399, and even the rooms at Golden Nugget were in the \$200-  
23 \$300-dollar range. MEP 400; *see also* EP 2245 (room upgrade \$249); EP 2266  
24 (same); EP 2509 (room upgrade to suite \$278.18); EP 2537 (\$402.76 room  
25 upgrade). These and all other excessive travel, lodging, and meal expenses  
26 should be substantially reduced, if allowed at all.

27 RDI's opposition also overlooks that Plaintiff is not challenging  
28 reasonable costs for food or taxis costs incurred by the Cotter defendants'

1 counsel *outside* of Los Angeles; he is challenging all costs for food that  
2 Quinn Emanuel counsel would have had to pay for in any event for *in-town*  
3 depositions, which are unreasonable because counsel would have to incur  
4 such food and transportation costs "regardless of the litigation." *Morris v.*  
5 *Belfor USA Group, Inc.*, 201 P.3d 1253, 1264 (Colo. Ct. Appeals, 7th Div.  
6 2008). Yet, the Cotter defendants seek reimbursement for many lunches for  
7 their attorneys while defending or taking depositions in *Los Angeles*. *E.g.*,  
8 MEP 389 (May 16-18, 2016; July 6, 2016) (Depositions of Ellen Cotter and  
9 Doug McEachern). The Quinn Emanuel attorneys also seek to recover  
10 hundreds of dollars in expensive "car service" to go from their homes to  
11 depositions taken *in town*. *See* MEP 383 ("work date" August 31, 2016) and  
12 MEP 386 ("work date" 5/19/2016) (depositions of Ellen Cotter and Robert  
13 Mayes); EP 2976, EP 3027, EP 3029. These are not necessary or reasonable  
14 taxable costs. The Court should not allow any of these costs.

15 **2. Gould (\$15,932.59)**

16 Gould's counsel recognizes that she sought reimbursement for a  
17 first class \$3,612.20 airfare ticket but RDI proposes to reduce this only by an  
18 arbitrary 25%. Opp'n at 21. A cost of \$2,700 for an airfare ticket to go  
19 anywhere within the United States is still excessive. Not more than \$700  
20 should be allowed. Gould's counsel also admits that she could only provide  
21 back-up for \$205.86 of the \$473.94 sought for a December 31, 2016 trip.  
22 Bannett Decl. to Opp'n ¶2. Accordingly, only \$205.86 should be allowed on  
23 this item. Unless all of Gould's costs are disallowed, as they should be, the  
24 Court should apply a 10-25% overall reduction on all travel expenses  
25 because they are unreasonable. *E.g.*, EP 3323 (\$656.43 per night); EP \$628.89  
26 per night).

1           I.     RDI did not prove the necessity or reasonableness of its  
2           outrageous Westlaw costs.

3           RDI still has not explained why and how it incurred 26 times  
4           more Westlaw research costs than defendant Gould and 7 times more than  
5           the Cotter defendants when it was a mere nominal defendant. RDI did not  
6           say what motion or which of its many joinders required it to spend between  
7           \$1,500 and \$6,000 *each month* on Westlaw, when these amounts  
8           approximate what Gould and the Cotter defendants incurred for Westlaw  
9           over the course of *three years*. Based on RDI's minimal role alone, the Court  
10          should reduce RDI's Westlaw bill to not more than \$1,784.79—the amount  
11          incurred by Gould.

12          Should the Court be inclined to award RDI more, it should  
13          substantially reduce these costs for these reasons: First, RDI admits that it  
14          has no supporting backup information for **\$15,274.51** of its \$47,324 in  
15          Westlaw research costs. Opp'n at 23 fn. 14; EP 1536 (billing starting at June  
16          1, 2016). Second, the billing records it did produce do not prove that  
17          Greenberg Traurig ("GT") incurred all of its Westlaw costs in connection  
18          with *this* case.<sup>7</sup> GT provided only printouts for charges per "client." EP  
19          1536-1561. It provided no statements proving that these Westlaw charges  
20          were actually billed to RDI and pertained to its defense in this case. GT also  
21          represented RDI in the Los Angeles arbitration and did work for the Cotter  
22          sisters in the Los Angeles Trust litigation. The monthly Westlaw statements  
23          do not provide any detail to allow Plaintiff to verify costs that were  
24          necessarily incurred for this case. *See e.g.*, EP 1536-1538 (listing only  
25          transactions without descriptions).<sup>8</sup>

26          <sup>7</sup> It is hard to believe that a large, international law firm like Greenberg  
27          Traurig does not have a more cost-effective Westlaw plan.

28          <sup>8</sup> Westlaw allows users to choose between a timed search and a transaction-  
        based search. GT's counsel only used the "transaction" feature, which is  
        extremely inefficient if gathering and printing a great number of cases in a

1           Moreover, when comparing the monthly Westlaw charges to the  
2 case activity and papers filed by RDI in this case, it is clear that RDI's  
3 Westlaw bills are excessive, unrelated to Plaintiff's case, or both. In  
4 September 2015, RDI supposedly incurred \$2,546.30 in Westlaw costs, MEP  
5 040, but it filed just one joinder to defendants' motion to dismiss the T-2  
6 Plaintiffs on September 14, 2015 (on file). Plaintiff should not have to pay  
7 for any costs incurred with the T2 Plaintiffs' case. In October 2015, RDI filed  
8 no motions, yet it claims to have incurred and seeks \$2,065 in Westlaw costs.  
9 MEP 040. In November 2015, RDI filed a motion to dismiss Plaintiff's first  
10 amended complaint and incurred \$5,085.51 in Westlaw costs. This is clearly  
11 excessive under any standards, especially when considering Gould's total  
12 research bill of \$1,784.79. In May 2016, RDI's Westlaw bill was \$2,423.50,  
13 MEP 041, but the motions it filed that month all related to the T2 plaintiffs.  
14 See May 25, 2016 Opposition to T2 Motion for Preliminary Injunction and  
15 May 24, 2015 Joinder to Motion to Disqualify T2 Plaintiffs, on file. In June,  
16 RDI did not file any motions but seeks \$637 in Westlaw costs, and on July  
17 27, 2016, RDI filed only a reply related to the T2 Plaintiffs' settlement but  
18 asks Plaintiff to pay for the \$3,085.60 it incurred. MEP 041. In September  
19 2016, RDI incurred \$6,432.30, MEP 042; EP 1543, which it cannot justify  
20 based only on the many joinders it filed that month.

21           Without a showing that *any* of these Westlaw costs were actually  
22 incurred, reasonable, and necessary, they should be disallowed entirely.

23           **1. Quinn Emanuel Westlaw costs.**

24           Unlike RDI's Westlaw printouts, Quinn Emanuel's supporting  
25 documentation at least shows what its counsel used Westlaw for. See EP  
26 2850-264 (Mathew Bender Treatise). The total cost, \$6,612.00, is still  
27 excessive considering most of these costs were incurred in June 2015 alone,  
28

---

short period of time. *E.g.*, EP 1538 (301 transactions).

1 using a database that was "off contract." *Id.* Thus, the Court should retax  
2 and reduce these costs as well.

3 **J. The \$902,000 incurred for E-discovery costs are prohibitive and**  
4 **largely unjustified.**

5 RDI's recent motion papers and the billing records RDI belatedly  
6 produced confirm that there is no basis to award RDI anywhere near the  
7 \$902,000 it incurred for its E-discovery costs.

8 **1. \$902,000 is excessive given the size and scope of the case**  
9 **and the total documents produced.**

10 In its Motion for Attorneys' fees, RDI admits that the defendants  
11 collectively produced only 27,000 documents representing 128,000 pages  
12 total in this case. *See* Motion for Attorneys' fees, on file, at 7:16-18. RDI  
13 itself produced only 71,599 pages of documents. *See* Motion to Retax, Ex. 4.  
14 By way of "comparison," the district court in *CBT Flint Partners, LLC v.*  
15 *Return Path, Inc.*, 676 F. Supp. 2d 1376, 1380-81 (N.D. Georgia, 2009),  
16 *vacated on other grounds*, 654 F.3d 1353, 1361 (Fed. Cir. 2011) awarded less  
17 than \$250,000 for E-discovery when **1.4 million** documents were produced.  
18 In *In re Dish Network*, this Court allowed \$151,000 for E-discovery for a  
19 production of 60,000 pages of documents related to Rule 56(f) discovery, *In*  
20 *re Dish Network*, 401 P.3d at 1093, but there, the records of 13 custodians  
21 had to be searched from three different servers and the records went back to  
22 2008. *See* Special Litigation Committee of Dish Network Corporation's  
23 Answering Brief filed in NSC Case No. 69729, at p. 72 (citing to record  
24 evidence). Here, by contrast, Plaintiff's June 2015 complaint pertained to the  
25 events leading up to his June 2015 termination, which began no sooner than  
26 when Plaintiff was nominated CEO in 2014—less than a year earlier. There  
27 is no rhyme or reason why it was necessary or reasonable for RDI to upload  
28 almost **2 terabytes** of data in August 2015, and incur \$121,823.24 in  
processing fees and \$45,089.75 in consulting fees in the process. *See* EP 0898

1 –0913; *see also* MEP 898-902. Certainly, Plaintiff's discovery requests served  
2 on August 14, 2015 did not seek the kitchen sink: rather, Plaintiff sought six  
3 categories of documents that were expressly limited to "documents created  
4 or dated on or after January 1, 2014 . . . ." *See Exhibit 1* hereto at Reply  
5 Exhibit Page ("REP") 8-9. Plaintiff should not have to pay for this  
6 outrageous and unnecessary waste of money—especially when RDI  
7 consistently dragged its feet producing the relevant documents from it. *See*  
8 **Exhibit 3** hereto at REP 64-71; REP 161-164 (listing detailing RDI's *thirty-*  
9 *seven* productions over the course of three years).

10 **2. The billing records support that RDI seeks unrelated E-**  
11 **discovery costs from Plaintiff.**

12 The billing statements of Navigant strongly support that RDI  
13 used the electronic database unrelated litigation and unrelated aspects of  
14 this case but seeks to have Plaintiff pay for *all* of its costs. This is apparent  
15 from the fact that RDI chose a California-based vendor and uploaded almost  
16 2 Terabytes of data despite the narrow scope of this case. EP 0898-0913. RDI  
17 ostensibly used the electronic database to respond to the discovery sought  
18 by the T-2 Plaintiffs, who asked for data going back to June 1, 2013. *See*  
19 **Exhibit 2** hereto at REP42-62; **Exhibit 3**, REP84-93; REP106-123. There is  
20 other proof that RDI used the database for the employment arbitration and  
21 the California Trust litigation. *See, e.g.*, EP 1183 (billing 1.5 hours for  
22 discussion with GT attorneys "RE Cotter Trust matter"); EP 1009 (billing 3.3  
23 and 3.2 for predictive coding models for the "Reading International GT  
24 matter"). Akin Gump, which initially represented RDI in the employment  
25 arbitration, had early access to the database. EP 1257-58; EP 1203.

26 RDI made no effort to allocate the costs incurred in connection  
27 with Plaintiff's case from the other aspects of this and other cases. For this  
28 reason alone, the E-discovery costs should be drastically reduced, if not  
wholly disallowed.

1                   3.     The hundreds of thousands of dollars for consulting,  
2                   project management, and search fees are not specified.

3                   Courts have disallowed electronic discovery consultancy costs  
4 where, as here, "the defendants hired experts at a huge hourly cost to search  
5 for and retrieve discoverable electronic documents." *Klayman v. Freedom's*  
6 *Watch, Inc.*, No. 07-22433-CIV, 2008 WL 5111293, at \*2 (S.D. Fla. Dec. 4,  
7 2008). If E-discovery consultants perform work which in a "non-electronic  
8 document case . . . would be performed by paralegals and associate  
9 attorneys," they are not properly taxed as costs, *id.*, and it would be  
10 unreasonable to award them. NRS 18.005.

11                  Here, the Navigant invoices show hundreds of hours yielding a  
12 total of \$455,129.40 in "consulting" and "project management" fees that are  
13 mostly block-billed and were billed at hourly rates between \$225 and \$350  
14 per hour. EP 0893-1533. Plaintiff disputes the necessity of *all* such fees. But  
15 for the Court's reference, attached hereto as **Exhibit 4** is a chart that details  
16 the main challenges and sets out the reasons why they are excessive and  
17 unreasonable. For example, Navigant staff spent thousands of dollars each  
18 month billing for "speaking to [unidentified] counsel." *E.g.*, EP 898-0902  
19 (\$45,089.75 consulting fees); EP 0928-931 (\$38,807.50 consulting fees; EP  
20 1008-1011 (\$50,786.25 in consulting fees and \$40,610.25 in project  
21 management fees). Extensive searches were conducted, *e.g.*, EP 1426-27  
22 (\$6,725.10). The extraordinary amount of initial consulting fees in 2015 were  
23 not the result of Plaintiff's document requests, see Ex. 1, but the direct result  
24 of RDI putting the equivalent of a 2 Terabyte document dump on Navigant's  
25 database. EP 0898-0913. All of these costs billed by the hour are more akin  
26 to attorney and paralegal time and should not be charged to Plaintiff under  
27 the umbrella of "costs."  
28



1                   **4. RDI incurred excessive user fees and needless travel costs.**

2                   Navigant even charged for travel fees, EP 1515 (\$1,607.49 airfare  
3 and mileage), and had an excessive number of users with access to the  
4 database, each costing \$75 per month. EP 955. Sometimes, RDI had as  
5 many as fifteen users. EP 976, 1008. Often there were nine users. *E.g.*, EP  
6 1040, 1052, 1075. All these aspects support a strong reduction of the E-  
7 discovery costs.

8                   **K. The billing records do not make defendants' court travel costs**  
9                   **necessary or reasonable.**

10                  RDI cites *Johnson v. University College*, 706 F.2d 1205, 1208  
11 (11th Cir. 1983) to support defendants' travel costs, but that case was about  
12 attorneys' *fees* incurred by counsel while traveling, not travel *costs*, which  
13 are subject to the standards of NRS 18.005. The travel costs incurred here  
14 were not necessary or reasonable. For example, RDI does not explain the  
15 necessity of *three* GT attorneys traveling to California in August of 2015.  
16 Opp'n Ex. 11 (Coburn, Ferraro, and Bonner).

17                  RDI also misses the point about Gould's counsel. Of course,  
18 Gould must be represented by local counsel in court. The point is that  
19 Gould chose two sets of out-of-town counsel: Not even his "local" counsel  
20 was truly local but had to travel from Reno, needlessly doubling the travel  
21 costs incurred for court.

22                   **1. RDI's billing records confirm that its counsel was**  
23                   **conflicted when advising on ratification.**

24                  RDI now admits that its counsel traveled to California to prepare  
25 Ellen and Margaret Cotter for trial in December of 2017 while at the same  
26 time purportedly advising the independent committee on ratification; Opp'n  
27 28:6-12; MEP 052-053 (travel and meetings on December 13, 15, 17, 20, 21).  
28 This proves RDI's counsel was conflicted on two levels: RDI's counsel  
represented the company—supposedly in a "wholly neutral way— while it

1 also: (1) represented and advised the special independent committee on  
2 ratification; *and* (2) represented and advised the Cotter sisters for trial and  
3 general litigation purposes. *Id.* Putting aside the three different hats GT  
4 was wearing, these travel costs were also unreasonable considering the  
5 Cotter sisters were separately represented by counsel. *None* should be  
6 allowed.

7                   **2. RDI's company bills show that its officers were treating the**  
8                   **litigation and trial like a party.**

9                   With the benefit of the underlying billing records and expense  
10 reports, it is now clear that RDI's management recklessly spent company  
11 funds on luxury accommodations and travel and that the **\$87,657.20** it seeks  
12 includes many charges unrelated to this case. Attached hereto as **Exhibit 5** is  
13 a chart that includes all charges relative to this cost category that Plaintiff  
14 disputes, together with citations to the relevant appendix pages, and the  
15 reasons therefore.

16                  To illustrate, consider just a few examples: RDI seeks \$7,880 for a  
17 plane trip for director Storey in June 2015 that is related to a board meeting.  
18 EP 1653. Ellen Cotter seeks thousands of dollars for "court" when either no  
19 hearings took place or the hearings pertained to the T2 Plaintiffs. EP 1712-  
20 14; EP 1730-33; EP 1780-81; EP 1798-1800. Margaret Cotter booked a  
21 \$2,698.30 ticket to Las Vegas on January 5, and a \$2,228.30 return ticket to  
22 New York a few days later. EP 1978-80. Craig Thompkins, RDI's general  
23 counsel, who apparently lives in and commutes from Oregon, billed for  
24 flight changes, for phantom court hearings, for T2 Plaintiff hearings, and for  
25 inconsequential Rule 16 hearings—all first-class travel and stays at the  
26 Mandarin Oriental. *E.g.*, EP 2010-2145. Ellen Cotter booked and paid for  
27 sixteen limousines for transportation from and to the Four Seasons hotel, EP  
28 1894-1899, and traveled to and from Las Vegas in a limousine herself. EP  
1899.

1 As stated in Plaintiff's initial Motion, there was no need to incur  
2 \$6,099.27 for an executive office or \$6,108.30 for temporary "housing" in Las  
3 Vegas for its general counsel, and a host of other "trial costs," which are still  
4 not described. These and other charges, such as the Office Depot charges  
5 (\$800) for post-it notes are pure overhead costs that RDI and the Cotter  
6 defendants could have avoided by choosing local counsel.

7 **3. Quinn Emanuel's travel costs should be reduced.**

8 Quinn Emanuel provided proper documentation to support its  
9 \$71,687.19 in costs for lodging and travel to court proceedings and client and  
10 witness meetings. But this does not change the fact that those costs were not  
11 by necessity but by choice because the Cotter sisters chose California counsel  
12 to defend them in a Nevada proceeding. Searcy Decl. ¶ 16 and Ex. 10  
13 thereto. These documents also show (and confirm) that many of the costs  
14 that were actually incurred were excessive.

15 The three Cotter defendants did not need a 9-member trial team  
16 (with at least one member flying in from New York; the others from Los  
17 Angeles) that incurred tens of thousands of dollars for travel, transportation,  
18 and meals, even after trial was stayed on January 8. *Id.* at *e.g.*, EP 0395-0396,  
19 EP 0403 (Yllen Cruz items).

20 There was no need for Christopher Crant, expert Foster's  
21 assistant, to travel to Las Vegas on December 5 and incur \$2,288.51 in travel  
22 expenses before the summary judgment motions that did not rely on any of  
23 Foster's work, were decided.

24 There was no need for two QE attorneys to travel to a February  
25 17, 2016 hearing on a (procedural) motion to compel, and stay at the  
26 Mandarin Oriental (in rooms costing \$499 and \$440, respectively)—six miles  
27 from the courthouse. *Id.* at EP 0399. Travel agent fees of \$50 per ticket are  
28

1 excessive (compare GT rates of \$30) given the already expensive \$500-plus  
2 tickets. For all these reasons, *none* of these travel costs should be allowed.

3 **4. Bird Marella's court travel costs should be disallowed.**

4 As explained in the principal Motion, Gould retained two out-of-  
5 town law firms to represent him, both of which were required to travel to  
6 court. Gould's Reno attorneys incurred approximately \$3,000 to travel to  
7 Las Vegas for hearings, EP 0419-420, whereas his California counsel  
8 incurred more than three times this amount (\$11,000). If Gould's court  
9 travel costs are allowed at all, the Court should only allow the reasonable  
10 travel costs of one set of attorneys; not both. The Court should award no  
11 more than the \$3,000 his Reno attorneys incurred.

12 **L. Miscellaneous non-taxable costs.**

13 RDI did not dispute that (1) \$1,100 for two *pro hac vice*  
14 applications for Gould's California attorneys should be disallowed.

15 **III. CONCLUSION**

16 For the reasons set out above, the Court should use its discretion  
17 to: (1) disallow all costs claimed by RDI, which is not a prevailing party and  
18 as a nominal defendant did not need to defend itself against any claims; (2)  
19 disallow all Gould's costs as untimely; (3) disallow all Westlaw and E-  
20 discovery costs that are insufficiently itemized or described; and (4) greatly  
21 reduce all categories of costs—including but not limited to those for expert  
22 witnesses, computerized legal research, E-discovery, deposition transcripts,  
23 travel expenses, lodging, temporary office, and residential space—because  
24  
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28

1 the amounts claimed are excessive and unreasonable for all the reasons  
2 stated in this Reply and the principal Motion.  
3

4 MORRIS LAW GROUP

5 By: /s/ AKKE LEVIN

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10 Attorneys for Plaintiff  
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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that I am an employee of MORRIS LAW GROUP and that on the date below, I cause the following document(s) to be served via the Court's Odyssey E-Filing System: **REPLY TO RDI'S OPPOSITION TO MOTION TO RETAX COSTS** to be served on all interested parties, as registered with the Court's E-Filing and E-Service 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 24<sup>th</sup> day of September, 2018.

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

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**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 WROTNIAK,

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

)

) **APPENDIX OF EXHIBITS TO  
PLAINTIFF'S REPLY TO RDI'S  
OPPOSITION TO MOTION TO  
RETAX COSTS**

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5	Reading International, Inc.'s EMPLOYEE EXPENSES	REP180-REP188
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DATED this 24<sup>th</sup> day of September 2018.

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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that I am an employee of MORRIS LAW GROUP and that on the date below, I caused the following document(s) to be served via the Court's Odyssey E-Filing System: **APPENDIX OF EXHIBITS TO PLAINTIFF'S REPLY TO RDI'S OPPOSITION TO MOTION TO RETAX COSTS**, to be served on all interested parties, as registered with the Court's E-Filing and E-Service System. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

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DATED this 24<sup>th</sup> day of September, 2018.

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# EXHIBIT 1

REP1

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DISTRICT COURT  
  
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

and

READING INTERNATIONAL, INC., a Nevada  
corporation;

Nominal Defendant.

CASE NO. A-15-719860-B  
Dept No. XI

Coordinated with:

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

*Jointly Administered*

**PLAINTIFF'S REQUEST FOR  
PRODUCTION OF DOCUMENTS**

1 Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff") , by and through his attorneys, Lewis  
2 Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that  
3 defendants Ellen Cotter ("EC"), Margaret Cotter ("MC"), Edward Kane ("Kane"), Guy Adams  
4 ("Adams"), Doug McEachern ("McEachern"), Tim Storey ("Storey"), William Gould ("Gould")  
5 and nominal defendant Reading International, Inc. ("RDI") (collectively, "Defendants") produce  
6 and make available for inspection and copying the documents and things described herein, in  
7 accordance with the Definitions and Instructions set forth below, at the offices of Lewis Roca  
8 Rothgerber LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169, within 30  
9 days of the date of service of this request.

#### 10 INSTRUCTIONS

11 1. This Request for Production is a continuing request. You shall promptly produce  
12 any and all additional documents that are received, discovered or created after the time of the  
13 initial production.

14 2. This Request for Production applies to all documents in your possession, custody or  
15 control, and includes documents within the possession, custody or control of your partners,  
16 employees, agents, attorneys and representatives, wherever located, including but not limited to all  
17 documents obtained by Defendants.

18 3. If you object to any request in part, you shall produce all responsive documents to  
19 which the objection does not apply.

20 4. If any documents are withheld from production on the alleged grounds of privilege  
21 or immunity (whether under common law, statute, or otherwise), each such document is to be  
22 identified by stating: (a) the identity of each person who prepared and/or signed the document;  
23 (b) the identity of each person designated as an addressee; (c) the identity of each person who  
24 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
25 document; (f) the type of document; and (g) the basis for withholding the document.

26 5. If a document contains both privileged and non-privileged material, the non-  
27 privileged material must be disclosed to the fullest extent possible without thereby disclosing the  
28 privileged material. If a privilege is asserted with regard to part of the material contained in a

1 document, the party claiming the privilege must clearly indicate the portions as to which the  
2 privilege is claimed. When a document has been redacted or altered in any fashion, identify as to  
3 each document the reason for the redaction or alteration, the date of the redaction or alteration, and  
4 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
5 redacted documents.

6 6. In the event that any document called for by this Request for Production has been  
7 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
8 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
9 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
10 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
11 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
12 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
13 custodian of each copy.

14 7. Any copy of a document that varies in any way whatsoever from the original or  
15 from any other copy of the document, whether by reason of handwritten or other notation or any  
16 omission, shall constitute a separate document and must be produced, whether or not the original  
17 of such a document is within your possession, custody or control. A request for any document  
18 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
19 thereto, including any red-lined versions or document comparisons, in addition to the document  
20 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

21 8. In producing documents, all documents that are physically attached to each other  
22 when located for production shall be left so attached. Documents that are segregated or separated  
23 from other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs,  
24 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
25 order in which they were maintained and in the file where found. If no documents exist that are  
26 responsive to a particular request, you shall so state in writing.

27 9. Electronic records and computerized information as well as documents stored  
28 electronically, including, but not limited to, electronic mail and draft documents, must be

1 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
2 description of the system from which it was derived sufficient to permit rendering the materials  
3 intelligible.

#### 4 DEFINITIONS

5 The following Definitions shall apply herein and to each Interrogatory:

6 1. "All," as used herein means "any and all" and "Any" means "any and all."

7 2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary  
8 to bring within the scope of the Interrogatory, all responses that might otherwise be construed to  
9 be outside of its scope.

10 3. "Communication," as used herein, or its plural or any synonym thereof, means any  
11 exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of  
12 information, whether such exchange, transmission or receipt be oral, written, electronic or  
13 otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email,  
14 telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.

15 4. "Concerning" "Concerns" or "Concern," as used herein, all mean concerning,  
16 related to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching  
17 upon, or constituting in any way. When used to refer to a Document and/or Writing it includes,  
18 but is not limited to, all Documents and/or Writings now or previously attached or appended to  
19 any Documents and/or Writings called for by an Interrogatory.

20 5. As used herein, the term "documents" means all writings of any kind, including the  
21 originals and all nonidentical copies, whether different from the original by reasons of any  
22 abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance  
23 sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams,  
24 cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer  
25 programs, computer tapes, contracts, correspondence, data compilations from which information  
26 can be obtained or translated through proper devices, data processing cards, data sheets, delivery  
27 records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic  
28 records or representations, entries, estimates, expense reports, field notes, files, financial analyses,

1 financial statements, forms, graphs, handbooks, income statements, indices, instructions,  
2 instruments, insurance policies, insurance riders, interoffice communications, intraoffice  
3 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
4 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
5 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
6 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
7 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
8 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
9 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
10 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
11 and amendments of any of the foregoing.

12 6. As used herein, the term "communications" means or refers to inquiries,  
13 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
14 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
15 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
16 foregoing.

17 7. As used herein, the term "all documents" means every document as above defined  
18 known to you and every such document, which can be located or discovered by reasonably  
19 diligent efforts.

20 8. As used herein, the terms "JJC" or "Plaintiff" shall mean and refer to James J.  
21 Cotter, Jr.

22 9. As used herein, the term "EC" refers to defendant Ellen Cotter.

23 10. As used herein, the term "MC" refers to defendant Margaret Cotter.

24 11. As used herein, the term "Kane" refers to defendant Edward Kane.

25 12. As used herein, the term "Adams" refers to defendant Guy Adams.

26 13. As used herein, the term "McEachern" refers to defendant Doug McEachern.

27 14. As used herein, the term "Gould" refer to defendant William Gould.

28 15. As used herein, the term "RDI" refers to nominal defendant Reading International,



1 Inc.

2 16. As used herein, the term "Relate to," including but not limited to its various forms  
3 such as "relating to," shall mean, consist of, refer to, reflect, or be in any way logically or factually  
4 connected with the matter discussed.

5 17. Whenever appropriate, the singular form of a word should be interpreted in the  
6 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter  
7 gender, according to the context. "And" as well as "or" shall be construed either disjunctively or  
8 conjunctively as necessary to bring within the scope of this request any information which might  
9 otherwise be construed to be outside the scope.

10 18. "Person" means or refers to any individual, corporation, partnership, association,  
11 organization and any other entity of any type and nature.

12 19. "You" or "Your" means or refers to EC, MC, Kane, Adams, McEachern, Gould,  
13 and/or nominal defendant RDL.

14 20. "Identify," when used in reference to a corporation, partnership, or entity, means:

- 15 a) state its full name;  
16 b) state its present or last-known address;  
17 c) state the names and addresses of its directors, members, officers,  
18 directors, executives and/or shareholders, as appropriate;  
19 d) set forth the state of its incorporation or formation, as appropriate;  
20 e) describe its relationship, if any, to You; and  
21 f) provide specific references to any and all contracts You had or have  
22 with the entity.

23 21. "Identify," when used in reference to a Document and/or Writing, means to:

- 24 a) state the date of preparation, author, title (if any), subject matter,  
25 number of pages, and type of Document and/or Writing (e.g., contract,  
26 letter, reports, etc.) or some other means of distinguishing the Document  
27 and/or Writing;  
28 b) Identify each and every Person who prepared or participated in the  
preparation of the Document and/or Writing;  
c) Identify each and every Person who received an original or copy of the  
Document and/or Writing;  
d) state the present location of the Document and/or Writing;  
e) Identify each and every Person having custody or control of the

Document and/or Writing;

- f) state whether any copy of the Document and/or Writing is not identical to the original by reason of shorthand, translation or other written notes, initials, or any other modifications;
- g) state, if the Document and/or Writing has been destroyed, the circumstances surrounding the reason for the destruction; and
- h) Identify, if the Document and/or Writing has been destroyed, each and every Person who destroyed, or participated in, or ordered or suggested the destruction of it.

22. Unless otherwise indicated, each request calls for any and all documents created or dated on or after January 1, 2014, including all communications by, between, among, to or from any or all of Ellen Cotter ("EC"), Margaret Cotter ("MC"), Edward Kane ("Kane"), Guy Adams ("Adams"), Doug McEachern ("McEachern"), Tim Storey ("Storey"), William Gould ("Gould") and/or nominal defendant Reading International, Inc. ("RDI") (all as defined in the Motion to Expedite Discovery and Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time (the "Motion")) or any agent of any or all of them.

#### REQUESTS FOR DOCUMENTS

1. All documents and communications created in or after June 2014 relating directly or indirectly to (a) nominal defendant RDI (except RDI), (b) the California Trust Action (defined in the Motion) (excluding pleadings), (c) the Nevada Probate Action (defined in the Motion) (excluding pleadings), (d) any consensual resolution or settlement agreement between JJC, on one hand, and either or both EC and MC, on the other hand or (e) control of the RDI Class B voting stock.

2. Any search by or for nominal defendant RDI for an executive with experience or expertise in real estate, including but not limited to a director of real estate.

3. Any committee or executive committee of the RDI Board of Directors, including any committee formed, revived, changed or implemented in or after June 2015, including the EC Committee (as defined in the Motion), any decisions made by or issues presented to such committee and compensation of such committee members.

4. Any minutes of nominal defendant RDI's Board of Directors and any committees

1 thereof, whether draft, unapproved or approved by nominal defendant RDI's Board of Directors,  
2 for any meeting in 2015.

3 5. All documents relating to nominal defendant RDI's public disclosures and SEC  
4 filings regarding the termination of JJC as President and CEO of nominal defendant RDI, the  
5 sought after resignation of JJC as a director of nominal defendant RDI, and any committee of  
6 nominal defendant RDI's Board of Directors formed, revived, changed or implemented in or after  
7 June 2014, including but not limited to the EC Committee (defined in the Motion), including all  
8 documents relating to any decision to not make any disclosure regarding any such committee.

9 6. The purchase or sale of RDI stock, whether by JJC and/or by any of the individual  
10 defendants, including the exercise or possible exercise of any options to purchase RDI stock, and  
11 including the purchase or repurchase by nominal defendant RDI of any shares or options nominal  
12 defendant RDI (including the date(s) and price(s) at which those securities were repurchased)  
13 whether pursuant to a formal stock buyback program or not, and any RDI practices or policies  
14 (whether implemented or proposed) with respect to thereto.

15 DATED this 14<sup>th</sup> day of August, 2015.

16 LEWIS ROCA ROTHGERBER LLP

17  
18 /s/ Mark G. Krum  
19 Mark G. Krum (Nevada Bar No. 10913)  
20 3993 Howard Hughes Pkwy, Suite 600  
21 Las Vegas, NV 89169-5958

22 Attorneys for Plaintiff  
23 James J. Cotter, Jr.  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I, Jessie M. Helm, declare as follows:

I am over the age of eighteen years and not a party to the within entitled action. I am a legal assistant acting at the direction of Lewis Roca Rothgerber, LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

On August 14, 2015, I served the attached:

• **PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS**

on the interested parties in said action, as follows:

Mark E. Ferrario, Esq.  
Leslie S. Godfrey, Esq.  
GREENBERG TRAURIG LLP

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[godfrey@gtlaw.com](mailto:godfrey@gtlaw.com)  
*Attorneys for Reading International, Inc.*

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Marshall M. Searcy, Esq.  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
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Ellen Cotter, Douglas McEachern, Guy Adams  
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NESSIM, DROOKS, LINCENGERG &  
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*Derivatively on behalf of Reading  
International, Inc.*

H. Stan Johnson, Esq.  
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*Attorneys for Defendants William Gould and  
Timothy Storey*

Alexander Robertson, Esq.  
ROBERTSON & ASSOCIATES, LLP  
[arobertson@arobertsonlaw.com](mailto:arobertson@arobertsonlaw.com)  
*Derivatively on behalf of Reading  
International, Inc.*

1 and caused to be served via the Court's E-Filing System DAP/Wiznet, on all interested parties in  
2 the above-referenced matter. The date and time of the electronic service is in place of the date and  
3 place of deposit in the mail.

4  
5 DATED this 14<sup>th</sup> day of August, 2015.

6 /s/ Jessie M. Helm

7 An Employee of Lewis Roca Rothgerber LLP  
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3993 Howard Hughes Parkway  
Suite 600  
Las Vegas, Nevada 89169  
**LEWIS ROCA  
ROTHGERBER**

**REQT**  
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[MKrum@LRRRLaw.com](mailto:MKrum@LRRRLaw.com)  
LEWIS ROCA ROTHGERBER LLP  
3993 Howard Hughes Parkway, Suite 600  
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(702) 949-8200  
(702) 949-8398 fax  
  
Attorneys for Plaintiff  
*James J. Cotter, Jr.*

DISTRICT COURT  
  
CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

and

READING INTERNATIONAL, INC., a Nevada  
corporation;

Nominal Defendant.

CASE NO. A-15-719860-B  
Dept No. XI

Coordinated with:

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

*Jointly Administered*

**PLAINTIFF'S SECOND SET OF  
REQUEST FOR PRODUCTION OF  
DOCUMENTS TO NOMINAL  
DEFENDANT READING  
INTERNATIONAL, INC.**

Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff"), by and through his attorneys, Lewis  
Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that  
nominal defendant Reading International, Inc. ("RDI") produce and make available for inspection

1 and copying the documents and things described herein, in accordance with the Definitions and  
2 Instructions set forth below, at the offices of Lewis Roca Rothgerber LLP, 3993 Howard Hughes  
3 Parkway, Suite 600, Las Vegas, Nevada 89169, within 30 days of the date of service of this  
4 request.

#### 5 INSTRUCTIONS

6 1. This Request for Production is a continuing request. You shall promptly produce  
7 any and all additional documents that are received, discovered or created after the time of the  
8 initial production.

9 2. This Request for Production applies to all documents in your possession, custody or  
10 control, and includes documents within the possession, custody or control of your partners,  
11 employees, agents, attorneys and representatives, wherever located, including but not limited to all  
12 documents obtained by Defendants.

13 3. If you object to any request in part, you shall produce all responsive documents to  
14 which the objection does not apply.

15 4. If any documents are withheld from production on the alleged grounds of privilege  
16 or immunity (whether under common law, statute, or otherwise), each such document is to be  
17 identified by stating: (a) the identity of each person who prepared and/or signed the document;  
18 (b) the identity of each person designated as an addressee; (c) the identity of each person who  
19 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
20 document; (f) the type of document; and (g) the basis for withholding the document.

21 5. If a document contains both privileged and non-privileged material, the non-  
22 privileged material must be disclosed to the fullest extent possible without thereby disclosing the  
23 privileged material. If a privilege is asserted with regard to part of the material contained in a  
24 document, the party claiming the privilege must clearly indicate the portions as to which the  
25 privilege is claimed. When a document has been redacted or altered in any fashion, identify as to  
26 each document the reason for the redaction or alteration, the date of the redaction or alteration, and  
27 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
28 redacted documents.

1           6.       In the event that any document called for by this Request for Production has been  
2 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
3 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
4 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
5 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
6 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
7 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
8 custodian of each copy.

9           7.       Any copy of a document that varies in any way whatsoever from the original or  
10 from any other copy of the document, whether by reason of handwritten or other notation or any  
11 omission, shall constitute a separate document and must be produced, whether or not the original  
12 of such a document is within your possession, custody or control. A request for any document  
13 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
14 thereto, including any red-lined versions or document comparisons, in addition to the document  
15 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

16           8.       In producing documents, all documents that are physically attached to each other  
17 when located for production shall be left so attached. Documents that are segregated or separated  
18 from other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs,  
19 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
20 order in which they were maintained and in the file where found. If no documents exist that are  
21 responsive to a particular request, you shall so state in writing.

22           9.       Electronic records and computerized information as well as documents stored  
23 electronically, including, but not limited to, electronic mail and draft documents, must be  
24 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
25 description of the system from which it was derived sufficient to permit rendering the materials  
26 intelligible.



**DEFINITIONS**

The following Definitions shall apply herein and to each Interrogatory:

1. "All," as used herein means "any and all" and "any" means "any and all."

2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory, all responses that might otherwise be construed to be outside of its scope.

3. "Communication," as used herein, or its plural or any synonym thereof, means any exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of information, whether such exchange, transmission or receipt be oral, written, electronic or otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email, telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.

4. "Concerning" "concerns," "concern," "relate to," and "relating to" as used herein, all mean concerning, related to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching upon, or constituting in any way or being in any way logically or factually connected with the matter discussed. When used to refer to a Document and/or Writing it includes, but is not limited to, all Documents and/or Writings now or previously attached or appended to any Documents and/or Writings called for by an Interrogatory.

5. As used herein, the term "documents" means all writings of any kind, including the originals and all nonidentical copies, whether different from the original by reasons of any abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams, cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer programs, computer tapes, contracts, correspondence, data compilations from which information can be obtained or translated through proper devices, data processing cards, data sheets, delivery records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic records or representations, entries, estimates, expense reports, field notes, files, financial analyses, financial statements, forms, graphs, handbooks, income statements, indices, instructions, instruments, insurance policies, insurance riders, interoffice communications, intraoffice

1 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
2 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
3 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
4 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
5 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
6 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
7 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
8 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
9 and amendments of any of the foregoing.

10 6. As used herein, the term "communications" means or refers to inquiries,  
11 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
12 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
13 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
14 foregoing.

15 7. As used herein, the terms "JJC" or "Plaintiff" shall mean and refer to James J.  
16 Cotter, Jr.

17 8. As used herein, the term "EC" refers to defendant Ellen Cotter.

18 9. As used herein, the term "MC" refers to defendant Margaret Cotter.

19 10. As used herein, the term "Kane" refers to defendant Edward Kane.

20 11. As used herein, the term "Adams" refers to defendant Guy Adams.

21 12. As used herein, the term "McEachern" refers to defendant Doug McEachern.

22 13. As used herein, the term "Storey" refers to defendant Timothy Storey.

23 14. As used herein, the term "Gould" refer to defendant William Gould.

24 15. As used herein, the term "RDI" refers to nominal defendant Reading International,  
25 Inc.

26 16. As used herein, the term "Decedent" or "JJC, Sr." refers to James J. Cotter, Sr.,  
27 father of James J. Cotter, Jr., Margaret Cotter and Ellen Cotter.

28 17. As used herein, the term "Estate" refers to the estate of James J. Cotter, Sr.,

1 including which is the subject matter of the Nevada Probate Action (defined below).

2 18. As used herein, the term "Trust" refers to the James J. Cotter, Sr. Living Trust  
3 dated August 1, 2000, as amended.

4 19. As used herein, the term "California Trust Action" refers to the action filed by  
5 Margaret Cotter and Ellen Cotter on February 5, 2015 in the Los Angeles Superior Court entitled  
6 *In Re James J. Cotter Living Trust dated August 1, 2000*, Case No. BP159755.

7 20. As used herein, the term "Nevada Probate Action" refers to *In the Matter of the*  
8 *Estate of James J. Cotter, Sr.*, Case No. P-14-082942-E.

9 21. As used herein, the term "100,000 Shares" refers to the 100,000 shares of RDI class  
10 B voting stock supposedly acquired by the Estate on or about September 21, 2015, as disclosed in  
11 Form 4s filed with the United States Securities and Exchange Commission by or for EC and MC  
12 on or about October 9, 2015.

13 22. As used herein, the term "EC Committee" refers to the executive committee of the  
14 RDI Board of Directors comprised of Ellen Cotter, Margaret Cotter, Edward Kane and Guy  
15 Adams.

16 23. As used herein, the term "FAC" refers to the First Amended Verified Complaint  
17 filed on October 22, 2015.

18 24. As used herein, the term "ASM" refers to 2015 RDI Annual Shareholders Meeting.

19 25. Whenever appropriate, the singular form of a word should be interpreted in the  
20 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter  
21 gender, according to the context. "and" as well as "or" shall be construed either disjunctively or  
22 conjunctively as necessary to bring within the scope of this request any information which might  
23 otherwise be construed to be outside the scope.

24 26. "Person" means or refers to any individual, corporation, partnership, association,  
25 organization and any other entity of any type and nature.

26 27. "Identify," when used in reference to a Document and/or Writing, means to:

- 27 a) state the date of preparation, author, title (if any), subject matter,  
28 number of pages, and type of Document and/or Writing (e.g., contract,  
letter, reports, etc.) or some other means of distinguishing the Document

and/or Writing;

- b) Identify each and every Person who prepared or participated in the preparation of the Document and/or Writing;
- c) Identify each and every Person who received an original or copy of the Document and/or Writing;
- d) state the present location of the Document and/or Writing;
- e) Identify each and every Person having custody or control of the Document and/or Writing;
- f) state whether any copy of the Document and/or Writing is not identical to the original by reason of shorthand, translation or other written notes, initials, or any other modifications;
- g) state, if the Document and/or Writing has been destroyed, the circumstances surrounding the reason for the destruction; and
- h) Identify, if the Document and/or Writing has been destroyed, each and every Person who destroyed, or participated in, or ordered or suggested the destruction of it.

28. Unless otherwise indicated, each request calls for any and all documents created or dated on or after January 1, 2014.

#### REQUESTS FOR DOCUMENTS

1. All documents relating to any director and officer questionnaire provided to RDI by or for Adams or Kane.
2. All documents and communications regarding any person mentioned or considered for interim CEO of RDI, including but not limited to Adams and EC.
3. All documents relating to or constituting communications after September 13, 2014 between Kane and Mary Cotter relating to any or all of JJC, EC, MC and/or RDI.
4. All documents relating to limits or limitations, whether proposed, considered, mentioned or implemented, on the authority of JJC as President and/or CEO of RDI, whether relative to EC and/or MC, to handling of RDI's investor relations or other communications with RDI shareholders, or to any other aspect of RDI's businesses and affairs, including any methods or procedures to effectuate any such limitations, including any committee(s) of RDI's Board of Directors.
5. All documents relating to taking RDI private.

6. All documents relating to MC's handling of the Orpheum Theatre lease relationship and situation (including as referenced in ¶¶ 69 - 94 of the FAC), including but not limited to communications with members of RDI's Board of Directors and/or the President and/or CEO of RDI, and including regarding any actual or possible consequences to RDI and/or impact on MC's employment status, prospects, contract or compensation.

7. All documents relating to MC's ability, suitability and/or qualifications to manage, oversee and/or supervise any real estate or real property development, including relating to real estate or real property in New York owned directly or indirectly by RDI.

8. All documents relating to candidates and nominees for RDI's Board of Directors, whether in connection with the August 3, 2015 RDI Board of Directors meeting, the 2015 RDI ASM or otherwise.

9. All documents relating to the retention or termination of JJC as RDI's President and CEO, including any proposed, sought, requested or other possible resignation by JJC as President and/or CEO of RDI.

10. All documents relating to any committee of the RDI Board of Directors, whether formalized or not, comprised of directors Tim Storey and William Gould, including the function and responsibilities of any such committee.

11. All documents relating to any assessments, evaluations or reviews in or since June 2013 of JJC's performance as President and/or CEO of RDI.

12. Documents relating to when Akin Gump was hired (ostensibly) by RDI, and the identity of the person(s) who determined and/or acted to hire Akin Gump, including any Akin Gump engagement letter.

13. All documents relating to any search for a new CEO of RDI.

14. All documents relating to any consensual resolution or settlement between JJC, on one hand, and either or both EC and MC, on the other hand, of any or all issues or disputes raised by or in connection with either or both the California Trust Action and a Nevada Probate Action, and/or any issues or disputes regarding governance or control of RDI.

1 15. All documents relating to who was or would be involved in and/or responsible for handling  
2 of RDI's investor relations or other communications with RDI shareholders.

3 16. All documents relating to formation, reformation, use and composition of any committee  
4 or executive committee of the RDI Board of Directors, including any committee formed, revived  
5 or otherwise made, changed or implemented in or after June 2015, including but not limited to the  
6 EC Committee.

7 17. All documents relating to any RDI Board of Directors meeting minutes and/or Board of  
8 Directors committee meeting minutes, including drafts, for any meeting in 2014 and 2015.

9 18. All documents relating to the 2015 RDI ASM, including but not limited to selection of  
10 Board of Director nominees and the identity of any person planned or considered as a possible  
11 nominee, the date of the meeting, and the counting of the votes of the Disputed Shares and/or the  
12 100,000 Shares, including all communications with First Coast Results, Inc. and any other person  
13 or entity contacted regarding serving as inspector of elections.

14 19. All documents relating to RDI's public disclosures and SEC filings relating to the  
15 termination of JJC as President and CEO of RDI, the (sought after) resignation of JJC as a director  
16 of RDI, any Board of Directors committee formed, revived, implemented or discussed in or after  
17 September 2014, including but not limited to the EC Committee, and/or any person added to or  
18 dropped from RDI's Board of Directors.

19 20. All documents relating to any RDI practices or policies (whether implemented or  
20 proposed) relating to exercise of RDI options.

21 21. All documents relating to the purchase or repurchase by RDI of any RDI stock (including  
22 the date(s) and price(s) at which those securities were repurchased), whether pursuant to a formal  
23 stock buyback program or not, and any RDI practices or policies (whether implemented or  
24 proposed) relating to exercise of RDI options, sale or repurchase of RDI stock.

25 22. All documents relating to any communications by or for EC, MC or Adams with any RDI  
26 shareholder or representative of any RDI shareholder.

27  
28

23. All documents relating to the position(s) taken by RDI, including by a June 15, 2015 letter from EC to Plaintiff and in RDI's Form 8-K filed with the United States Securities and Exchange Commission on or about June 18, 2015, that Plaintiff is obligated to resign as a director of RDI.

24. All documents relating to Storey remaining or not remaining a RDI director, Storey being or not being nominated to stand for reelection as a RDI director at the 2015 ASM and/or Storey's resignation as a RDI director.

25. All communications relating to RDI's Board of Directors, including any committee of RDI's Board of Directors, including the EC Committee, to which any or all of EC, MC, Kane, Adams and/or McEachern were party or privy.

26. All documents relating to titles, compensation (whether cash, stock or benefits) from RDI and/or employment agreements with RDI for either or both EC and/or MC.

27. All documents relating to a director of real estate or other executive with experience and/or expertise in real estate and/or real estate development, including but not limited to documents relating to any search for such a person.

28. All nonpublic documents relating to acquisition, (legal or beneficial) ownership or control of RDI class B voting stock, including but not limited to communications relating to exercise of an option or options to acquire RDI class B voting stock held in the name of or by or for the Decedent, the Trust or the Estate, and/or communications relating to Mark Cuban.

29. All documents relating to the ability to elect the RDI Board of Directors and/or the composition of the RDI Board of Directors.

30. All documents relating to Timothy Storey as ombudsman, whether as alleged in paragraph 61 of the FAC or otherwise.

31. All documents relating to communications from the so-called Stomp Producers, including as alleged in paragraph 71 of the FAC, regarding alleged breaches of any agreement relating to the Orpheum Theatre, including but not limited to any communications between MC, on the one hand, and Plaintiff and/or any individual defendant, on the other hand.

32. All documents relating to the process (or lack of process) undertaken to determine whether to threaten to terminate and/or terminate Plaintiff as President and/or CEO of RDI.

1 33. All nonpublic documents relating to each of the press releases and SEC filings referenced  
2 in paragraph 122 (a.-b.) of the FAC.

3 34. All nonpublic documents relating to RDI class B voting stock held in the name of the  
4 Trust, held by the Estate, held in the name of JJC, Sr., or otherwise beneficially or legally owned  
5 or held by any entity of which any or all of Plaintiff, EC and/or MC claim to be a trustee, executor,  
6 fiduciary of any type or other person with authority to vote or control any or all such stock.

7 35. All documents relating to the option exercises referenced in paragraph 127 (a.-b.) of the  
8 FAC.

9 36. All documents relating to the exercise or possible exercise or the possibility of exercise of  
10 any option or options to purchase RDI class B voting stock, including the 100,000 Shares, whether  
11 held in the name of the Trust, JJC, Sr., by the Estate or by or for any or all of Plaintiff, EC and/or  
12 MC, including but not limited to as alleged in paragraph 127 (b.) of the FAC.

13 37. All documents relating to the exercise of options to acquire RDI stock by any member of  
14 the RDI Board of Directors, including but not limited to all documents relating to any actions,  
15 approvals, consents or responses by or for the RDI Board of Directors, the RDI Board of Directors  
16 compensation committee and/or any individual RDI director or officer to requests to exercise such  
17 options.

18 38. All nonpublic documents relating to the SEC filings referenced in paragraphs 134-143 of  
19 the FAC.

20 39. All documents relating to any person considered or proposed to be added to the RDI Board  
21 of Directors, including but not limited to the person(s) referenced in paragraph 147 of the FAC.

22 40. All documents relating to Judy Coddington, including but not limited to any documents  
23 concerning whether and, if so, how she was vetted, and chosen, how or why she was to be a  
24 member of the RDI Board of Directors.

25 41. All documents relating to Michael Wrotniak, including but not limited to any documents  
26 concerning whether and, if so, how he was vetted, and chosen, how or why he was to be a member  
27 of the RDI Board of Directors.  
28



42. All nonpublic documents relating to the Proxy Statement issued by the Company on or about October 20, 2015, including as referenced in paragraph 161 of the FAC.

43. All nonpublic documents relating to the statement in the Proxy Statement referenced in paragraph 161 (a) of the FAC.

44. All nonpublic documents relating to the statement in the Proxy Statement referenced in paragraph 161 (b) of the FAC.

45. All nonpublic documents relating to the statement referenced in paragraph 161 (c) of the FAC.

46. All nonpublic documents relating to the statement in the Proxy Statement referenced in paragraph 161 (f) of the FAC.

DATED this 6th day of November, 2015.

LEWIS ROCA ROTHGERBER LLP

/s/ Mark G. Krum

Mark G. Krum (Nevada Bar No. 10913)  
3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5958  
*Attorneys for Plaintiff James J. Cotter, Jr.*

**CERTIFICATE OF SERVICE**

I am over the age of eighteen years and not a party to the within entitled action. I am a legal assistant acting at the direction of Lewis Roca Rothgerber, LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

On November 6, 2015, I served the attached:

- **PLAINTIFF'S SECOND SET OF REQUEST FOR PRODUCTION OF DOCUMENTS TO NOMINAL DEFENDANT READING INTERNATIONAL, INC.**

on the interested parties in said action, as follows:

Mark E. Ferrario, Esq.  
Leslie S. Godfrey, Esq.  
GREENBERG TRAURIG LLP  
[ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com)  
[godfreyl@gtlaw.com](mailto:godfreyl@gtlaw.com)

*Attorneys for Reading International, Inc.*

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Marshall M. Searcy, Esq.  
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*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

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Bonita D. Moore, Esq.  
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NESSIM, DROOKS, LINCENGERG &  
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*Derivatively on behalf of Reading  
International, Inc.*

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Timothy Storey*

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*Derivatively on behalf of Reading  
International, Inc.*

LEWIS ROCA  
ROTHGERBER  
3993 Howard Hughes Parkway  
Suite 600  
Las Vegas, Nevada 89169

1 and caused to be served via the Court's E-Filing System DAP/Wiznet, on all interested parties in  
2 the above-referenced matter. The date and time of the electronic service is in place of the date and  
3 place of deposit in the mail.

4  
5 DATED this 6th day of November, 2015.

6 /s/ Annette Jaramillo  
7 An Employee of Lewis Roca Rothgerber LLP

3993 Howard Hughes Parkway  
Suite 600  
Las Vegas, Nevada 89169  
**LEWIS ROCA ROTHGERBER**

**REQT**

MARK G. KRUM (Nevada Bar No. 10913)  
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(702) 949-8398 fax

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

and

READING INTERNATIONAL, INC., a Nevada  
corporation;

Nominal Defendant.

CASE NO. A-15-719860-B  
Dept No. XI

Coordinated with:

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

*Jointly Administered*

**PLAINTIFF'S SECOND SET OF  
REQUEST FOR PRODUCTION OF  
DOCUMENTS TO ELLEN COTTER,  
MARGARET COTTER, EDWARD  
KANE, GUY ADAMS AND DOUGLAS  
McEACHERN**

Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff"), by and through his attorneys, Lewis  
Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that

1 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
2 redacted documents.

3 6. In the event that any document called for by this Request for Production has been  
4 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
5 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
6 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
7 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
8 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
9 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
10 custodian of each copy.

11 7. Any copy of a document that varies in any way whatsoever from the original or  
12 from any other copy of the document, whether by reason of handwritten or other notation or any  
13 omission, shall constitute a separate document and must be produced, whether or not the original  
14 of such a document is within your possession, custody or control. A request for any document  
15 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
16 thereto, including any red-lined versions or document comparisons, in addition to the document  
17 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

18 8. In producing documents, all documents that are physically attached to each other  
19 when located for production shall be left so attached. Documents that are segregated or separated  
20 from other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs,  
21 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
22 order in which they were maintained and in the file where found. If no documents exist that are  
23 responsive to a particular request, you shall so state in writing.

24 9. Electronic records and computerized information as well as documents stored  
25 electronically, including, but not limited to, electronic mail and draft documents, must be  
26 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
27 description of the system from which it was derived sufficient to permit rendering the materials  
28 intelligible.

**DEFINITIONS**

The following Definitions shall apply herein and to each Interrogatory:

1. "All," as used herein means "any and all" and "any" means "any and all."

2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory, all responses that might otherwise be construed to be outside of its scope.

3. "Communication," as used herein, or its plural or any synonym thereof, means any exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of information, whether such exchange, transmission or receipt be oral, written, electronic or otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email, telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.

4. "Concerning" "concerns," "concern," "relate to," and "relating to" as used herein, all mean concerning, related to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching upon, or constituting in any way or being in any way logically or factually connected with the matter discussed. When used to refer to a Document and/or Writing it includes, but is not limited to, all Documents and/or Writings now or previously attached or appended to any Documents and/or Writings called for by an Interrogatory.

5. As used herein, the term "documents" means all writings of any kind, including the originals and all nonidentical copies, whether different from the original by reasons of any abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams, cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer programs, computer tapes, contracts, correspondence, data compilations from which information can be obtained or translated through proper devices, data processing cards, data sheets, delivery records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic records or representations, entries, estimates, expense reports, field notes, files, financial analyses, financial statements, forms, graphs, handbooks, income statements, indices, instructions, instruments, insurance policies, insurance riders, interoffice communications, intraoffice

1 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
2 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
3 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
4 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
5 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
6 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
7 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
8 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
9 and amendments of any of the foregoing.

10 6. As used herein, the term "communications" means or refers to inquiries,  
11 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
12 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
13 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
14 foregoing.

15 7. As used herein, the terms "JJC" or "Plaintiff" shall mean and refer to James J.  
16 Cotter, Jr.

17 8. As used herein, the term "EC" refers to defendant Ellen Cotter.

18 9. As used herein, the term "MC" refers to defendant Margaret Cotter.

19 10. As used herein, the term "Kane" refers to defendant Edward Kane.

20 11. As used herein, the term "Adams" refers to defendant Guy Adams.

21 12. As used herein, the term "McEachern" refers to defendant Doug McEachern.

22 13. As used herein, the term "Storey" refers to defendant Timothy Storey.

23 14. As used herein, the term "Gould" refer to defendant William Gould.

24 15. As used herein, the term "RDI" refers to nominal defendant Reading International,  
25 Inc.

26 16. As used herein, the term "Decedent" or "JJC, Sr." refers to James J. Cotter, Sr.,  
27 father of James J. Cotter, Jr., Margaret Cotter and Ellen Cotter.

28 17. As used herein, the term "Estate" refers to the estate of James J. Cotter, Sr.,

1 including which is the subject matter of the Nevada Probate Action (defined below).

2 18. As used herein, the term "Trust" refers to the James J. Cotter, Sr. Living Trust  
3 dated August 1, 2000, as amended.

4 19. As used herein, the term "California Trust Action" refers to the action filed by  
5 Margaret Cotter and Ellen Cotter on February 5, 2015 in the Los Angeles Superior Court entitled  
6 *In Re James J. Cotter Living Trust dated August 1, 2000*, Case No. BP159755.

7 20. As used herein, the term "Nevada Probate Action" refers to *In the Matter of the*  
8 *Estate of James J. Cotter, Sr.*, Case No. P-14-082942-E.

9 21. As used herein, the term "100,000 Shares" refers to the 100,000 shares of RDI class  
10 B voting stock supposedly acquired by the Estate on or about September 21, 2015, as disclosed in  
11 Form 4s filed with the United States Securities and Exchange Commission by or for EC and MC  
12 on or about October 9, 2015.

13 22. As used herein, the term "EC Committee" refers to the executive committee of the  
14 RDI Board of Directors comprised of Ellen Cotter, Margaret Cotter, Edward Kane and Guy  
15 Adams.

16 23. As used herein, the term "FAC" refers to the First Amended Verified Complaint  
17 filed on October 22, 2015.

18 24. As used herein, the term "ASM" refers to 2015 RDI Annual Shareholders Meeting.

19 25. Whenever appropriate, the singular form of a word should be interpreted in the  
20 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter  
21 gender, according to the context. "and" as well as "or" shall be construed either disjunctively or  
22 conjunctively as necessary to bring within the scope of this request any information which might  
23 otherwise be construed to be outside the scope.

24 26. "Person" means or refers to any individual, corporation, partnership, association,  
25 organization and any other entity of any type and nature.

26 27. "Identify," when used in reference to a Document and/or Writing, means to:

- 27 a) state the date of preparation, author, title (if any), subject matter,  
28 number of pages, and type of Document and/or Writing (e.g., contract,  
letter, reports, etc.) or some other means of distinguishing the Document



and/or Writing;

- b) Identify each and every Person who prepared or participated in the preparation of the Document and/or Writing;
- c) Identify each and every Person who received an original or copy of the Document and/or Writing;
- d) state the present location of the Document and/or Writing;
- e) Identify each and every Person having custody or control of the Document and/or Writing;
- f) state whether any copy of the Document and/or Writing is not identical to the original by reason of shorthand, translation or other written notes, initials, or any other modifications;
- g) state, if the Document and/or Writing has been destroyed, the circumstances surrounding the reason for the destruction; and
- h) Identify, if the Document and/or Writing has been destroyed, each and every Person who destroyed, or participated in, or ordered or suggested the destruction of it.

28. Unless otherwise indicated, each request calls for any and all documents created or dated on or after January 1, 2014.

#### REQUESTS FOR DOCUMENTS

1. All documents relating to any monies or other compensation paid or considerations provided to Adams and/or Kane (whether directly or indirectly through another person or an entity) by, for or through Decedent personally, Decedent's Estate and/or any entity which any of Decedent, EC and/or MC own or owned, control or controlled, have or had the right to control, or claim or claimed to control, either directly or indirectly, including but not limited to Cotter Family Farms, LLC, York Street Guaranty Insurance Company and South Street Guaranty Insurance Company.

2. All documents relating to any director and officer questionnaire provided to RDI by or for Adams or Kane.

3. Documents sufficient to identify or show the total or gross income of each of Adams and Kane for 2013, 2014 and 2015 to date, including documents sufficient to show the total or gross income received by each of Adams and Kane from each of RDI, Decedent, Decedent's Estate or any entity which Decedent, EC and/or MC own or owned, control or controlled, have or had the

1 right to control, or claim or claimed to control, either directly or indirectly, including but not  
2 limited to Cotter Family Farms, LLC, York Street Guaranty Insurance Company and South Street  
3 Guaranty Insurance Company.

4 4. All documents and communications by or for Adams with any or all of Decedent, EC or  
5 MC or any entity which any of Decedent, EC and/or MC own or owned, control or controlled,  
6 have or had the right to control, or claim or claimed to control, either directly or indirectly,  
7 including Cotter Family Farms, LLC, York Street Guaranty Insurance Company and South Street  
8 Guaranty Insurance Company.

9 5. All documents and communications regarding any person mentioned or considered for  
10 interim CEO of RDI, including but not limited to Adams and EC.

11 6. All documents relating to or constituting communications after September 13, 2014  
12 between Kane and Mary Cotter relating to any or all of JJC, EC, MC and/or RDI.

13 7. All documents relating to limits or limitations, whether proposed, considered, mentioned  
14 or implemented, on the authority of JJC as President and/or CEO of RDI, whether relative to EC  
15 and/or MC, to handling of RDI's investor relations or other communications with RDI  
16 shareholders, or to any other aspect of RDI's businesses and affairs, including any methods or  
17 procedures to effectuate any such limitations, including any committee(s) of RDI's Board of  
18 Directors.

19 8. All documents relating to taking RDI private.

20 9. All nonpublic documents relating to the price at which RDI class A stock trades in the  
21 open market.

22 10. All documents relating to MC's handling of the Orpheum Theatre lease relationship and  
23 situation (including as referenced in ¶¶ 69 - 94 of the FAC), including but not limited to  
24 communications with members of RDI's Board of Directors and/or the President and/or CEO of  
25 RDI, and including regarding any actual or possible consequences to RDI and/or impact on MC's  
26 employment status, prospects, contract or compensation.

1 11. All documents relating to MC's ability, suitability and/or qualifications to manage, oversee  
2 and/or supervise any real estate or real property development, including relating to real estate or  
3 real property in New York owned directly or indirectly by RDI.

4 12. All documents relating to candidates and nominees for RDI's Board of Directors, whether  
5 in connection with the August 3, 2015 RDI Board of Directors meeting, the 2015 RDI ASM or  
6 otherwise.

7 13. All documents relating to the retention or termination of JJC as RDI's President and CEO,  
8 including any proposed, sought, requested or other possible resignation by JJC as President and/or  
9 CEO of RDI.

10 14. All documents relating to any committee of the RDI Board of Directors, whether  
11 formalized or not, comprised of directors Tim Storey and William Gould, including the function  
12 and responsibilities of any such committee.

13 15. All documents relating to any assessments, evaluations or reviews in or since June 2013 of  
14 JJC's performance as President and/or CEO of RDI.

15 16. Documents relating to when Akin Gump was hired (ostensibly) by RDI, and the identity of  
16 the person(s) who determined and/or acted to hire Akin Gump, including any Akin Gump  
17 engagement letter.

18 17. All documents relating to any search for a new CEO of RDI.

19 18. All documents relating to any consensual resolution or settlement between JJC, on one  
20 hand, and either or both EC and MC, on the other hand, of any or all issues or disputes raised by  
21 or in connection with either or both the California Trust Action and a Nevada Probate Action,  
22 and/or any issues or disputes regarding governance or control of RDI.

23 19. All documents relating to who was or would be involved in and/or responsible for handling  
24 of RDI's investor relations or other communications with RDI shareholders.

25 20. All documents relating to formation, reformation, use and composition of any committee  
26 or executive committee of the RDI Board of Directors, including any committee formed, revived  
27 or otherwise made, changed or implemented in or after June 2015, including but not limited to the  
28 EC Committee.

21. All documents relating to any RDI Board of Directors meeting minutes and/or Board of Directors committee meeting minutes, including drafts, for any meeting in 2014 and 2015.

22. All documents relating to the 2015 RDI ASM, including but not limited to selection of Board of Director nominees and the identity of any person planned or considered as a possible nominee, the date of the meeting, and the counting of the votes of the Disputed Shares and/or the 100,000 Shares, including all communications with First Coast Results, Inc. and any other person or entity contacted regarding serving as inspector of elections.

23. All documents relating to RDI's public disclosures and SEC filings relating to the termination of JJC as President and CEO of RDI, the (sought after) resignation of JJC as a director of RDI, any Board of Directors committee formed, revived, implemented or discussed in or after September 2014, including but not limited to the EC Committee, and/or any person added to or dropped from RDI's Board of Directors.

24. All documents relating to any RDI practices or policies (whether implemented or proposed) relating to exercise of RDI options.

25. All documents relating to the purchase or repurchase by RDI of any RDI stock (including the date(s) and price(s) at which those securities were repurchased), whether pursuant to a formal stock buyback program or not, and any RDI practices or policies (whether implemented or proposed) relating to exercise of RDI options, sale or repurchase of RDI stock.

26. All documents relating to any communications by or for EC, MC or Adams with any RDI shareholder or representative of any RDI shareholder.

27. All documents relating to the position(s) taken by RDI, including by a June 15, 2015 letter from EC to Plaintiff and in RDI's Form 8-K filed with the United States Securities and Exchange Commission on or about June 18, 2015, that Plaintiff is obligated to resign as a director of RDI.

28. All documents relating to Storey remaining or not remaining a RDI director, Storey being or not being nominated to stand for reelection as a RDI director at the 2015 ASM and/or Storey's resignation as a RDI director.

1 29. All communications relating to RDI's Board of Directors, including any committee of  
2 RDI's Board of Directors, including the EC Committee, to which any or all of EC, MC, Kane,  
3 Adams and/or McEachern were party or privy.

4 30. All documents relating to titles, compensation (whether cash, stock or benefits) from RDI  
5 and/or employment agreements with RDI for either or both EC and/or MC.

6 31. All documents relating to a director of real estate or other executive with experience and/or  
7 expertise in real estate and/or real estate development, including but not limited to documents  
8 relating to any search for such a person.

9 32. All nonpublic documents relating to acquisition, (legal or beneficial) ownership or control  
10 of RDI class B voting stock, including but not limited to communications relating to exercise of  
11 an option or options to acquire RDI class B voting stock held in the name of or by or for the  
12 Decedent, the Trust or the Estate, and/or communications relating to Mark Cuban.

13 33. All documents relating to the ability to elect the RDI Board of Directors and/or the  
14 composition of the RDI Board of Directors.

15 34. All documents relating to Timothy Storey as ombudsman, whether as alleged in paragraph  
16 61 of the FAC or otherwise.

17 35. All documents relating to communications from the so-called Stomp Producers, including  
18 as alleged in paragraph 71 of the FAC, regarding alleged breaches of any agreement relating to the  
19 Orpheum Theatre, including but not limited to any communications between MC, on the one hand,  
20 and Plaintiff and/or any individual defendant, on the other hand.

21 36. All documents relating to the process (or lack of process) undertaken to determine whether  
22 to threaten to terminate and/or terminate Plaintiff as President and/or CEO of RDI.

23 37. All nonpublic documents relating to each of the press releases and SEC filings referenced  
24 in paragraph 122 (a.-b.) of the FAC.

25 38. All nonpublic documents relating to RDI class B voting stock held in the name of the  
26 Trust, held by the Estate, held in the name of JJC, Sr., or otherwise beneficially or legally owned  
27 or held by any entity of which any or all of Plaintiff, EC and/or MC claim to be a trustee, executor,  
28 fiduciary of any type or other person with authority to vote or control any or all such stock.

1 39. All documents relating to the option exercises referenced in paragraph 127 (a.-b.) of the  
2 FAC.

3 40. All documents relating to the exercise or possible exercise or the possibility of exercise of  
4 any option or options to purchase RDI class B voting stock, including the 100,000 Shares, whether  
5 held in the name of the Trust, JJC, Sr., by the Estate or by or for any or all of Plaintiff, EC and/or  
6 MC, including but not limited to as alleged in paragraph 127 (b.) of the FAC.

7 41. All documents relating to the exercise of options to acquire RDI stock by any member of  
8 the RDI Board of Directors, including but not limited to all documents relating to any actions,  
9 approvals, consents or responses by or for the RDI Board of Directors, the RDI Board of Directors  
10 compensation committee and/or any individual RDI director or officer to requests to exercise such  
11 options.

12 42. All nonpublic documents relating to the SEC filings referenced in paragraphs 134-143 of  
13 the FAC.

14 43. All documents relating to any person considered or proposed to be added to the RDI Board  
15 of Directors, including but not limited to the person(s) referenced in paragraph 147 of the FAC.

16 44. All documents relating to Judy Coddington, including but not limited to any documents  
17 concerning whether and, if so, how she was vetted, and chosen, how or why she was to be a  
18 member of the RDI Board of Directors.

19 45. All documents relating to Michael Wrotniak, including but not limited to any documents  
20 concerning whether and, if so, how he was vetted, and chosen, how or why he was to be a member  
21 of the RDI Board of Directors.

22 46. All nonpublic documents relating to the Proxy Statement issued by the Company on or  
23 about October 20, 2015, including as referenced in paragraph 161 of the FAC.

24 47. All nonpublic documents relating to the statement in the Proxy Statement referenced in  
25 paragraph 161 (a) of the FAC.

26 48. All nonpublic documents relating to the statement in the Proxy Statement referenced in  
27 paragraph 161 (b) of the FAC.  
28

LEWIS ROCA  
ROTHGERBER  
3993 Howard Hughes Parkway  
Suite 600  
Las Vegas, Nevada 89169

1 49. All nonpublic documents relating to the statement referenced in paragraph 161 (c) of the  
2 FAC.

3 50. All nonpublic documents relating to the statement in the Proxy Statement referenced in  
4 paragraph 161 (f) of the FAC.

5 DATED this 6th day of November, 2015.

6 LEWIS ROCA ROTHGERBER LLP

7  
8 /s/ Mark G. Krum

9 Mark G. Krum (Nevada Bar No. 10913)

3993 Howard Hughes Pkwy, Suite 600

Las Vegas, NV 89169-5958

10 Attorneys for Plaintiff James J. Cotter, Jr.

**CERTIFICATE OF SERVICE**

I am over the age of eighteen years and not a party to the within entitled action. I am a legal assistant acting at the direction of Lewis Roca Rothgerber, LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

On November 6, 2015, I served the attached:

- **PLAINTIFF'S SECOND SET OF REQUEST FOR PRODUCTION OF DOCUMENTS TO ELLEN COTTER, MARGARET COTTER, EDWARD KANE, GUY ADAMS AND DOUGLAS McEACHERN**

on the interested parties in said action, as follows:

Mark E. Ferrario, Esq.  
Leslie S. Godfrey, Esq.  
GREENBERG TRAUIG LLP  
[ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com)  
[godfreyl@gtlaw.com](mailto:godfreyl@gtlaw.com)  
*Attorneys for Reading International, Inc.*

H. Stan Johnson, Esq.  
COHEN-JOHNSON, LLC  
[sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

Christopher Tayback, Esq.  
Marshall M. Searcy, Esq.  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
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Timothy Storey*

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NESSIM, DROOKS, LINCENGERG &  
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*Attorneys for Defendants William Gould and  
Timothy Storey*

Alexander Robertson, Esq.  
ROBERTSON & ASSOCIATES, LLP  
[arobertson@arobertsonlaw.com](mailto:arobertson@arobertsonlaw.com)  
*Derivatively on behalf of Reading  
International, Inc.*

Adam C. Anderson, Esq.  
PATTI, SCRO, LEWIS & ROGER  
[aanderson@pslrfirm.com](mailto:aanderson@pslrfirm.com)  
*Derivatively on behalf of Reading  
International, Inc.*



LEWIS ROCA  
ROTHGERBER  
3999 Howard Hughes Parkway  
Suite 600  
Las Vegas, Nevada 89169

1 and caused to be served via the Court's E-Filing System DAP/Wiznet, on all interested parties in  
2 the above-referenced matter. The date and time of the electronic service is in place of the date and  
3 place of deposit in the mail.

4  
5 DATED this 6th day of November, 2015.

6 /s/ Annette Jaramillo  
7 An Employee of Lewis Roca Rothgerber LLP  
8  
9  
10

# EXHIBIT 2

REP41

1 **KEQT**  
2 ALEXANDER ROBERTSON, IV (Nevada Bar No. 8642)  
3 *arobertson@arobertsonlaw.com*  
4 ROBERTSON & ASSOCIATES, LLP  
5 32121 Lindero Canyon Road, Suite 200  
6 Westlake Village, California 91361  
7 Telephone: (818) 851-3850 • Facsimile: (818) 851-3851  
8  
9 ADAM C. ANDERSON (Nevada Bar No. 13062)  
10 *aanderson@pslrfirm.com*  
11 PATTI, SGRO, LEWIS & ROGER  
12 720 S. 7th Street, 3rd Floor  
13 Las Vegas, NV 89101  
14 Telephone: (702) 383-9595 • Facsimile: (702) 386-2737  
15  
16 Attorneys for Attorneys for Plaintiffs and  
17 Intervenor, T2 PARTNERS MANAGEMENT,  
18 LP, a Delaware limited partnership, doing  
19 business as KASE CAPITAL MANAGEMENT;  
20 T2 ACCREDITED FUND, LP, a Delaware  
21 limited partnership, doing business as KASE  
22 FUND; T2 QUALIFIED FUND, LP, a Delaware  
23 limited partnership, doing business as KASE  
24 QUALIFIED FUND; TILSON OFFSHORE  
25 FUND, LTD, a Cayman Islands exempted  
26 company; T2 PARTNERS MANAGEMENT I,  
27 LLC, a Delaware limited liability company, doing  
28 business as KASE MANAGEMENT; T2  
PARTNERS MANAGEMENT GROUP, LLC, a  
Delaware limited liability company, doing  
business as KASE GROUP; JMG CAPITAL  
MANAGEMENT, LLC, a Delaware limited  
liability company; PACIFIC CAPITAL  
MANAGEMENT, LLC, a Delaware limited  
liability company,  
Derivatively On Behalf of Reading International,  
Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

T2 PARTNERS MANAGEMENT, LP, a  
Delaware limited partnership, doing business  
as KASE CAPITAL MANAGEMENT; T2  
ACCREDITED FUND, LP, a Delaware  
limited partnership, doing business as KASE  
FUND; T2 QUALIFIED FUND, LP, a  
Delaware limited partnership, doing business  
as KASE QUALIFIED FUND; TILSON  
OFFSHORE FUND, LTD, a Cayman Islands  
exempted company; T2 PARTNERS  
MANAGEMENT I, LLC, a Delaware limited

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

**REQUEST FOR PRODUCTION OF  
DOCUMENTS**

ROBERTSON  
& ASSOCIATES, LLP

18957.1

REP42

1 liability company, doing business as KASE  
2 MANAGEMENT; T2 PARTNERS  
3 MANAGEMENT GROUP, LLC, a Delaware  
4 limited liability company, doing business as  
5 KASE GROUP; JMG CAPITAL  
6 MANAGEMENT, LLC, a Delaware limited  
7 liability company; PACIFIC CAPITAL  
8 MANAGEMENT, LLC, a Delaware limited  
9 liability company; Derivatively On Behalf of  
10 Reading International, Inc.,

11 Plaintiffs,

12 vs.

13 MARGARET COTTER, ELLEN COTTER,  
14 GUY ADAMS, EDWARD KANE,  
15 DOUGLAS McEACHERN, TIMOTHY  
16 STOREY, WILLIAM GOULD, AND DOES 1  
17 THROUGH 100, inclusive,

18 Defendants,

19 And,

20 READING INTERNATIONAL, INC., a  
21 Nevada corporation,

22 Nominal Defendant.

23 Plaintiffs, T2 PARTNERS MANAGEMENT, LP, a Delaware limited partnership, doing  
24 business as KASE CAPITAL MANAGEMENT; T2 ACCREDITED FUND, LP, a Delaware  
25 limited partnership, doing business as KASE FUND; T2 QUALIFIED FUND, LP, a Delaware  
26 limited partnership, doing business as KASE QUALIFIED FUND; TILSON OFFSHORE FUND,  
27 LTD, a Cayman Islands exempted company; T2 PARTNERS MANAGEMENT I, LLC, a  
28 Delaware limited liability company, doing business as KASE MANAGEMENT; T2 PARTNERS  
MANAGEMENT GROUP, LLC, a Delaware limited liability company, doing business as KASE  
GROUP; JMG CAPITAL MANAGEMENT, LLC, a Delaware limited liability company;  
PACIFIC CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("Plaintiffs"),  
by and through their attorneys, Robertson & Associates, LLP, pursuant to Nevada Rule of Civil  
Procedure 34, hereby requests that defendants Ellen Cotter ("EC"), Margaret Cotter ("MC"),

1 Edward Kane ("Kane"), Guy Adams ("Adams"), Doug McEachern ("McEachern"), Tim Storey  
2 ("Storey"), William Gould ("Gould") and nominal defendant Reading International, Inc. ("RDI")  
3 (collectively, "Defendants") produce and make available for inspection and copying the  
4 documents and things described herein, in accordance with the Definitions and Instructions set  
5 forth below, at the offices of Robertson & Associates, LLP, 3121 Lindero Canyon Rd, Suite 200,  
6 Westlake Village, California 91361, within 30 days of the date of service of this request.

7 INSTRUCTIONS

8 1. This Request for Production is a continuing request. You shall promptly produce  
9 any and all additional documents that are received, discovered or created after the time of the  
10 initial production.

11 2. This Request for Production applies to all documents in your possession, custody or  
12 control, and includes documents within the possession, custody or control of your partners,  
13 employees, agents, attorneys and representatives, wherever located, including but not limited to all  
14 documents obtained by Defendants.

15 3. If you object to any request in part, you shall produce all responsive documents to  
16 which the objection does not apply.

17 4. If any documents are withheld from production on the alleged grounds of privilege  
18 or immunity (whether under common law, statute, or otherwise), each such document is to be  
19 identified by stating: (a) the identity of each person who prepared and/or signed the document; (b)  
20 the identity of each person designated as an addressee; (c) the identity of each person who  
21 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
22 document; (f) the type of document; and (g) the basis for withholding the document.

23 5. If a document contains both privileged and non-privileged material, the non-  
24 privileged material must be disclosed to the fullest extent possible without thereby disclosing the  
25 privileged material. If a privilege is asserted with regard to part of the material contained in a  
26 document, the party claiming the privilege must clearly indicate the portions as to which the  
27 privilege is claimed. When a document has been redacted or altered in any fashion, identify as to  
28 each document the reason for the redaction or alteration, the date of the redaction or alteration, and

1 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
2 redacted documents.

3         6. In the event that any document called for by this Request for Production has been  
4 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
5 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
6 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
7 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
8 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
9 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
10 custodian of each copy.

11         7. Any copy of a document that varies in any way whatsoever from the original or  
12 from any other copy of the document, whether by reason of handwritten or other notation or any  
13 omission, shall constitute a separate document and must be produced, whether or not the original  
14 of such a document is within your possession, custody or control. A request for any document  
15 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
16 thereto, including any red-lined versions or document comparisons, in addition to the document  
17 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

18         8. In producing documents, all documents that are physically attached to each other  
19 when located for production shall be left so attached. Documents that are segregated or separated  
20 from other documents, whether by inclusion of binders, files, sub files or by use of dividers, tabs,  
21 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
22 order in which they were maintained and in the file where found. If no documents exist that are  
23 responsive to a particular request, you shall so state in writing.

24         9. Electronic records and computerized information as well as documents stored  
25 electronically, including, but not limited to, electronic mail and draft documents, must be  
26 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
27 description of the system from which it was derived sufficient to permit rendering the materials  
28 intelligible.

DEFINITIONS

The following Definitions shall apply herein and to each Interrogatory:

1. "All," as used herein means "any and all" and "Any" means "any and all."

2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory, all responses that might otherwise be construed to be outside of its scope.

3. "Communication," as used herein, or its plural or any synonym thereof, means any exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of information, whether such exchange, transmission or receipt be oral, written, electronic or otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email, telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.

4. "Concerning" "Concerns" or "Concern," as used herein, all mean concerning, related to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching upon, or constituting in any way. When used to refer to a Document and/or Writing it includes, but is not limited to, all Documents and/or Writings now or previously attached or appended to any Documents and/or Writings called for by an Interrogatory.

5. As used herein, the term "documents" means all writings of any kind, including the originals and all non-identical copies, whether different from the original by reasons of any abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams, cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer programs, computer tapes, contracts, correspondence, data compilations from which information can be obtained or translated through proper devices, data processing cards, data sheets, delivery records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic records or representations, entries, estimates, expense reports, field notes, files, financial analyses, financial statements, forms, graphs, handbooks, income statements, indices, instructions, instruments, insurance policies, insurance riders, interoffice communications, intra-office communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting

1 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
2 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
3 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
4 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
5 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
6 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
7 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
8 and amendments of any of the foregoing.

9           6. As used herein, the term "communications" means or refers to inquiries,  
10 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
11 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
12 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
13 foregoing.

14           7. As used herein, the term "all documents" means every document as above defined  
15 known to you and every such document, which can be located or discovered by reasonably  
16 diligent efforts.

17           8. As used herein, the term "Plaintiffs" shall mean and refer to T2 PARTNERS  
18 MANAGEMENT, LP, a Delaware limited partnership, doing business as KASE CAPITAL  
19 MANAGEMENT; T2 ACCREDITED FUND, LP, a Delaware limited partnership, doing business  
20 as KASE FUND; T2 QUALIFIED FUND, LP, a Delaware limited partnership, doing business as  
21 KASE QUALIFIED FUND; TILSON OFFSHORE FUND, LTD, a Cayman Islands exempted  
22 company; T2 PARTNERS MANAGEMENT I, LLC, a Delaware limited liability company, doing  
23 business as KASE MANAGEMENT; T2 PARTNERS MANAGEMENT GROUP, LLC, a  
24 Delaware limited liability company, doing business as KASE GROUP; JMG CAPITAL  
25 MANAGEMENT, LLC, a Delaware limited liability company; PACIFIC CAPITAL  
26 MANAGEMENT, LLC, a Delaware limited liability company.

27           9. As used herein, the term "EC" refers to defendant Ellen Cotter.

28           10. As used herein, the term "MC" refers to defendant Margaret Cotter.



- 1 11. As used herein, the term "Kane" refers to defendant Edward Kane.
- 2 12. As used herein, the term "Adams" refers to defendant Guy Adams.
- 3 13. As used herein, the term "McEachern" refers to defendant Doug McEachern.
- 4 14. As used herein, the term "Gould" refer to defendant William Gould.
- 5 15. As used herein, the term "RDI" refers to nominal defendant Reading International,
- 6 Inc.
- 7 16. As used herein, the term "Relate to," including but not limited to its various forms
- 8 such as "relating to," shall mean, consist of, refer to, reflect, or be in any way logically or factually
- 9 connected with the matter discussed.
- 10 17. Whenever appropriate, the singular form of a word should be interpreted in the
- 11 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter
- 12 gender, according to the context. "And" as well as "or" shall be construed either disjunctively or
- 13 conjunctively as necessary to bring within the scope of this request any information which might
- 14 otherwise be construed to be outside the scope.
- 15 18. "Person" means or refers to any individual, corporation, partnership, association,
- 16 organization and any other entity of any type and nature.
- 17 19. "You" or "Your" means or refers to EC, MC, Kane, Adams, McEachern, Gould,
- 18 and/or nominal defendant RDI.
- 19 20. "Identify," when used in reference to a corporation, partnership, or entity, means:
- 20 a) state its full name;
- 21 b) state its present or last-known address;
- 22 c) state the names and addresses of its directors, members, officers, directors, executives
- 23 and/or shareholders, as appropriate;
- 24 d) set forth the state of its incorporation or formation, as appropriate;
- 25 e) describe its relationship, if any, to You; and
- 26 f) provide specific references to any and all contracts You had or have with the entity.
- 27 21. "Identify," when used in reference to a Document and/or Writing, means to:
- 28

- 1 a) state the date of preparation, author, title (if any), subject matter, number of pages, and  
2 type of Document and/or Writing (e.g., contract, letter, reports, etc.) or some other means of  
3 distinguishing the Document and/or Writing;
- 4 b) Identify each and every Person who prepared or participated in the preparation of the  
5 Document and/or Writing;
- 6 c) Identify each and every Person who received an original or copy of the Document  
7 and/or Writing;
- 8 d) state the present location of the Document and/or Writing;
- 9 e) Identify each and every Person having custody or control of the Document and/or  
10 Writing;
- 11 f) state whether any copy of the Document and/or Writing is not identical to the original by  
12 reason of shorthand, translation or other written notes, initials, or any other modifications;
- 13 g) state, if the Document and/or Writing has been destroyed, the circumstances  
14 surrounding the reason for the destruction; and
- 15 h) Identify, if the Document and/or Writing has been destroyed, each and every Person  
16 who destroyed, or participated in, or ordered or suggested the destruction of it.

17 **REQUESTS FOR DOCUMENTS**

- 18 1. All documents upon which the Board of Directors relied in voting to terminate  
19 James J. Cotter, Jr. as President and CEO of RDI on June 12, 2015, including any documents  
20 evidencing what process, if any, was used by the Board to evaluate James J. Cotter, Jr.'s  
21 performance as President and CEO of RDI and supporting the decision of Defendants Ellen  
22 Cotter, Margaret Cotter, Guy Adams, Edward Kane and Douglas McEachern to terminate Mr.  
23 Cotter, Jr.
- 24 2. All communications between Directors relating to the termination of James J.  
25 Cotter, Jr. which predated the Board's vote on June 12, 2015 to terminate him as President and  
26 CEO of RDI;
- 27 3. All documents relating to the search for a permanent CEO of RDI;
- 28

1 4. All documents relating to the preparation of a proxy statement for the annual  
2 meeting of RDI for 2015;

3 5. All documents relating to the evaluation of James J. Cotter, Jr.'s performance as  
4 President and CEO of RDI between June 1, 2013 to the present;

5 6. All documents relating to the delay in holding the 2015 annual meeting of RDI and  
6 any plans to hold the 2015 annual meeting.

7 DATED this 17 day of August 2015.

ROBERTSON & ASSOCIATES, LLP

8  
9 By: 

10 ALEXANDER ROBERTSON, IV  
11 Alexander Robertson, IV (Nevada Bar No. 8642)  
12 arobertson@arobertsonlaw.com  
13 32121 Lindero Canyon Road, Suite 200  
14 Westlake Village, CA 91361  
15 Telephone (818) 851-3850

16 Attorneys for Plaintiffs and Intervenor, T2  
17 PARTNERS MANAGEMENT, LP, a Delaware  
18 limited partnership, doing business as KASE  
19 CAPITAL MANAGEMENT; T2 ACCREDITED  
20 FUND, LP, a Delaware limited partnership, doing  
21 business as KASE FUND; T2 QUALIFIED  
22 FUND, LP, a Delaware limited partnership, doing  
23 business as KASE QUALIFIED FUND; TILSON  
24 OFFSHORE FUND, LTD, a Cayman Islands  
25 exempted company; T2 PARTNERS  
26 MANAGEMENT I, LLC, a Delaware limited  
27 liability company, doing business as KASE  
28 MANAGEMENT; T2 PARTNERS  
MANAGEMENT GROUP, LLC, a Delaware  
limited liability company, doing business as KASE  
GROUP; JMG CAPITAL MANAGEMENT,  
LLC, a Delaware limited liability company;  
PACIFIC CAPITAL MANAGEMENT, LLC, a  
Delaware limited liability company;

Derivatively On Behalf of Reading International,  
Inc.

1 **REQT**  
2 MARK G. KRUM (Nevada Bar No. 10913)  
3 MKrum@LRRLaw.com  
4 LEWIS ROCA ROTHGERBER LLP  
5 3993 Howard Hughes Parkway, Suite 600  
6 Las Vegas, Nevada 89169  
7 (702) 949-8200  
8 (702) 949-8398 fax

9 Attorneys for Plaintiff  
10 *James J. Cotter, Jr.*

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

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

16 Plaintiff,

17 v.

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

23 Defendants.

24 and

25 READING INTERNATIONAL, INC., a Nevada  
26 corporation;

27 Nominal Defendant.  
28

CASE NO. A-15-719860-B  
Dept No. XI

Coordinated with:

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

*Jointly Administered*

**PLAINTIFF'S REQUEST FOR  
PRODUCTION OF DOCUMENTS**

1 Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff") , by and through his attorneys, Lewis  
2 Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that  
3 defendants Ellen Cotter ("EC"), Margaret Cotter ("MC"), Edward Kane ("Kane"), Guy Adams  
4 ("Adams"), Doug McEachern ("McEachern"), Tim Storey ("Storey"), William Gould ("Gould")  
5 and nominal defendant Reading International, Inc. ("RDI") (collectively, "Defendants") produce  
6 and make available for inspection and copying the documents and things described herein, in  
7 accordance with the Definitions and Instructions set forth below, at the offices of Lewis Roca  
8 Rothgerber LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169, within 30  
9 days of the date of service of this request.

#### 10 INSTRUCTIONS

11 1. This Request for Production is a continuing request. You shall promptly produce  
12 any and all additional documents that are received, discovered or created after the time of the  
13 initial production.

14 2. This Request for Production applies to all documents in your possession, custody or  
15 control, and includes documents within the possession, custody or control of your partners,  
16 employees, agents, attorneys and representatives, wherever located, including but not limited to all  
17 documents obtained by Defendants.

18 3. If you object to any request in part, you shall produce all responsive documents to  
19 which the objection does not apply.

20 4. If any documents are withheld from production on the alleged grounds of privilege  
21 or immunity (whether under common law, statute, or otherwise), each such document is to be  
22 identified by stating: (a) the identity of each person who prepared and/or signed the document;  
23 (b) the identity of each person designated as an addressee; (c) the identity of each person who  
24 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
25 document; (f) the type of document; and (g) the basis for withholding the document.

26 5. If a document contains both privileged and non-privileged material, the non-  
27 privileged material must be disclosed to the fullest extent possible without thereby disclosing the  
28 privileged material. If a privilege is asserted with regard to part of the material contained in a

1 document, the party claiming the privilege must clearly indicate the portions as to which the  
2 privilege is claimed. When a document has been redacted or altered in any fashion, identify as to  
3 each document the reason for the redaction or alteration, the date of the redaction or alteration, and  
4 the person performing the redaction or alteration. Any redaction must be clearly visible on the  
5 redacted documents.

6 6. In the event that any document called for by this Request for Production has been  
7 destroyed or discarded, that document is to be identified by stating; (a) any address or any  
8 addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of  
9 pages, and attachments or appendices; (d) all persons to whom the document was distributed,  
10 shown or explained; (e) its date of destruction or discard, manner of destruction or discard, and  
11 reason for destruction or discard; (f) the persons who authorized and carried out such destruction  
12 or discard; and (g) whether any copies of the document presently exist and, if so, the name of the  
13 custodian of each copy.

14 7. Any copy of a document that varies in any way whatsoever from the original or  
15 from any other copy of the document, whether by reason of handwritten or other notation or any  
16 omission, shall constitute a separate document and must be produced, whether or not the original  
17 of such a document is within your possession, custody or control. A request for any document  
18 shall be deemed to include a request for all drafts thereof, and all revisions and modifications  
19 thereto, including any red-lined versions or document comparisons, in addition to the document  
20 itself. Each document is to be produced in its entirety, without abbreviation or expurgation.

21 8. In producing documents, all documents that are physically attached to each other  
22 when located for production shall be left so attached. Documents that are segregated or separated  
23 from other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs,  
24 or any other method, shall be left so segregated or separated. Documents shall be retained in the  
25 order in which they were maintained and in the file where found. If no documents exist that are  
26 responsive to a particular request, you shall so state in writing.

27 9. Electronic records and computerized information as well as documents stored  
28 electronically, including, but not limited to, electronic mail and draft documents, must be

1 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
2 description of the system from which it was derived sufficient to permit rendering the materials  
3 intelligible.

#### 4 DEFINITIONS

5 The following Definitions shall apply herein and to each Interrogatory:

- 6 1. "All," as used herein means "any and all" and "Any" means "any and all."
- 7 2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary  
8 to bring within the scope of the Interrogatory, all responses that might otherwise be construed to  
9 be outside of its scope.
- 10 3. "Communication," as used herein, or its plural or any synonym thereof, means any  
11 exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of  
12 information, whether such exchange, transmission or receipt be oral, written, electronic or  
13 otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email,  
14 telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.
- 15 4. "Concerning" "Concerns" or "Concern," as used herein, all mean concerning,  
16 related to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching  
17 upon, or constituting in any way. When used to refer to a Document and/or Writing it includes,  
18 but is not limited to, all Documents and/or Writings now or previously attached or appended to  
19 any Documents and/or Writings called for by an Interrogatory.
- 20 5. As used herein, the term "documents" means all writings of any kind, including the  
21 originals and all nonidentical copies, whether different from the original by reasons of any  
22 abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance  
23 sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams,  
24 cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer  
25 programs, computer tapes, contracts, correspondence, data compilations from which information  
26 can be obtained or translated through proper devices, data processing cards, data sheets, delivery  
27 records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic  
28 records or representations, entries, estimates, expense reports, field notes, files, financial analyses,

1 financial statements, forms, graphs, handbooks, income statements, indices, instructions,  
2 instruments, insurance policies, insurance riders, interoffice communications, intraoffice  
3 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
4 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
5 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
6 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
7 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
8 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
9 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
10 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
11 and amendments of any of the foregoing.

12 6. As used herein, the term "communications" means or refers to inquiries,  
13 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
14 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
15 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
16 foregoing.

17 7. As used herein, the term "all documents" means every document as above defined  
18 known to you and every such document, which can be located or discovered by reasonably  
19 diligent efforts.

20 8. As used herein, the terms "JJC" or "Plaintiff" shall mean and refer to James J.  
21 Cotter, Jr.

22 9. As used herein, the term "EC" refers to defendant Ellen Cotter.

23 10. As used herein, the term "MC" refers to defendant Margaret Cotter.

24 11. As used herein, the term "Kane" refers to defendant Edward Kane.

25 12. As used herein, the term "Adams" refers to defendant Guy Adams.

26 13. As used herein, the term "McEachern" refers to defendant Doug McEachern.

27 14. As used herein, the term "Gould" refer to defendant William Gould.

28 15. As used herein, the term "RDI" refers to nominal defendant Reading International,



1 Inc.

2 16. As used herein, the term "Relate to," including but not limited to its various forms  
3 such as "relating to," shall mean, consist of, refer to, reflect, or be in any way logically or factually  
4 connected with the matter discussed.

5 17. Whenever appropriate, the singular form of a word should be interpreted in the  
6 plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter  
7 gender, according to the context. "And" as well as "or" shall be construed either disjunctively or  
8 conjunctively as necessary to bring within the scope of this request any information which might  
9 otherwise be construed to be outside the scope.

10 18. "Person" means or refers to any individual, corporation, partnership, association,  
11 organization and any other entity of any type and nature.

12 19. "You" or "Your" means or refers to EC, MC, Kane, Adams, McEachern, Gould,  
13 and/or nominal defendant RDI.

14 20. "Identify," when used in reference to a corporation, partnership, or entity, means:

- 15 a) state its full name;
- 16 b) state its present or last-known address;
- 17 c) state the names and addresses of its directors, members, officers,  
18 directors, executives and/or shareholders, as appropriate;
- 19 d) set forth the state of its incorporation or formation, as appropriate;
- 20 e) describe its relationship, if any, to You; and
- 21 f) provide specific references to any and all contracts You had or have  
22 with the entity.

23 21. "Identify," when used in reference to a Document and/or Writing, means to:

- 24 a) state the date of preparation, author, title (if any), subject matter,  
25 number of pages, and type of Document and/or Writing (e.g., contract,  
26 letter, reports, etc.) or some other means of distinguishing the Document  
27 and/or Writing;
- 28 b) Identify each and every Person who prepared or participated in the  
preparation of the Document and/or Writing;
- c) Identify each and every Person who received an original or copy of the  
Document and/or Writing;
- d) state the present location of the Document and/or Writing;
- e) Identify each and every Person having custody or control of the

Document and/or Writing;

- f) state whether any copy of the Document and/or Writing is not identical to the original by reason of shorthand, translation or other written notes, initials, or any other modifications;
- g) state, if the Document and/or Writing has been destroyed, the circumstances surrounding the reason for the destruction; and
- h) Identify, if the Document and/or Writing has been destroyed, each and every Person who destroyed, or participated in, or ordered or suggested the destruction of it.

22. Unless otherwise indicated, each request calls for any and all documents created or dated on or after January 1, 2014, including all communications by, between, among, to or from any or all of Ellen Cotter ("EC"), Margaret Cotter ("MC"), Edward Kane ("Kane"), Guy Adams ("Adams"), Doug McEachern ("McEachern"), Tim Storey ("Storey"), William Gould ("Gould") and/or nominal defendant Reading International, Inc. ("RDI") (all as defined in the Motion to Expedite Discovery and Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time (the "Motion")) or any agent of any or all of them.

#### REQUESTS FOR DOCUMENTS

1. All documents and communications created in or after June 2014 relating directly or indirectly to (a) nominal defendant RDI (except RDI), (b) the California Trust Action (defined in the Motion) (excluding pleadings), (c) the Nevada Probate Action (defined in the Motion) (excluding pleadings), (d) any consensual resolution or settlement agreement between JJC, on one hand, and either or both EC and MC, on the other hand or (e) control of the RDI Class B voting stock.

2. Any search by or for nominal defendant RDI for an executive with experience or expertise in real estate, including but not limited to a director of real estate.

3. Any committee or executive committee of the RDI Board of Directors, including any committee formed, revived, changed or implemented in or after June 2015, including the EC Committee (as defined in the Motion), any decisions made by or issues presented to such committee and compensation of such committee members.

4. Any minutes of nominal defendant RDI's Board of Directors and any committees

1 thereof, whether draft, unapproved or approved by nominal defendant RDI's Board of Directors,  
2 for any meeting in 2015.

3 5. All documents relating to nominal defendant RDI's public disclosures and SEC  
4 filings regarding the termination of JJC as President and CEO of nominal defendant RDI, the  
5 sought after resignation of JJC as a director of nominal defendant RDI, and any committee of  
6 nominal defendant RDI's Board of Directors formed, revived, changed or implemented in or after  
7 June 2014, including but not limited to the EC Committee (defined in the Motion), including all  
8 documents relating to any decision to not make any disclosure regarding any such committee.

9 6. The purchase or sale of RDI stock, whether by JJC and/or by any of the individual  
10 defendants, including the exercise or possible exercise of any options to purchase RDI stock, and  
11 including the purchase or repurchase by nominal defendant RDI of any shares or options nominal  
12 defendant RDI (including the date(s) and price(s) at which those securities were repurchased)  
13 whether pursuant to a formal stock buyback program or not, and any RDI practices or policies  
14 (whether implemented or proposed) with respect to thereto.

15 DATED this 14<sup>th</sup> day of August, 2015.

16 LEWIS ROCA ROTHGERBER LLP

17 /s/ Mark G. Krum

18 Mark G. Krum (Nevada Bar No. 10913)  
19 3993 Howard Hughes Pkwy, Suite 600  
20 Las Vegas, NV 89169-5958

21 Attorneys for Plaintiff  
22 *James J. Cotter, Jr.*  
23  
24  
25  
26  
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28

**CERTIFICATE OF SERVICE**

I, Jessie M. Helm, declare as follows:

I am over the age of eighteen years and not a party to the within entitled action. I am a legal assistant acting at the direction of Lewis Roca Rothgerber, LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

On August 14, 2015, I served the attached:

• **PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS**

on the interested parties in said action, as follows:

Mark E. Ferrario, Esq.  
Leslie S. Godfrey, Esq.  
GREENBERG TRAURIG LLP  
[ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com)  
[godfreyl@gtlaw.com](mailto:godfreyl@gtlaw.com)  
*Attorneys for Reading International, Inc.*

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Marshall M. Searcy, Esq.  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
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[marshallsearcy@quinnemanuel.com](mailto:marshallsearcy@quinnemanuel.com)  
*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

Ekwan E. Rohow, Esq.  
Bonita D. Moore, Esq.  
BIRD, MARELLA, BOXER, WOLFPERT,  
NESSIM, DROOKS, LINCENGERG &  
RHOW  
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*Attorneys for Defendants William Gould and  
Timothy Storey*

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[aanderson@pslrfirm.com](mailto:aanderson@pslrfirm.com)  
*Derivatively on behalf of Reading  
International, Inc.*

H. Stan Johnson, Esq.  
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[sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

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*Attorneys for Defendants William Gould and  
Timothy Storey*

Alexander Robertson, Esq.  
ROBERTSON & ASSOCIATES, LLP  
[arobertson@arobertsonlaw.com](mailto:arobertson@arobertsonlaw.com)  
*Derivatively on behalf of Reading  
International, Inc.*

1 and caused to be served via the Court's E-Filing System DAP/Wiznet, on all interested parties in  
2 the above-referenced matter. The date and time of the electronic service is in place of the date and  
3 place of deposit in the mail.

4  
5 DATED this 14<sup>th</sup> day of August, 2015.

6 /s/ Jessie M. Helm  
7 An Employee of Lewis Roca Rothgerber LLP  
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# EXHIBIT T

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1 Mark G. Krum  
2 Lewis Roca Rothgerber Christie LLP  
3 3993 Howard Hughes Pkwy, Suite 600  
4 Las Vegas, NV 89169-5996  
5 Tel: 702-949-8200  
6 Fax: 702-949-8398  
7 E-mail:mkrum@lrrc.com

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

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA

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

15 Plaintiff,

16 vs.

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

22 Defendants.

23 and

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

26 Nominal Defendant.

CASE NO.: A-15-719860-B  
DEPT. NO. XI

Coordinated with:

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

Jointly Administered

**PLAINTIFF'S REQUESTS FOR  
PRODUCTION OF DOCUMENTS TO  
READING INTERNATIONAL, INC.**

27 Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff") , by and through his attorneys, Lewis  
28 Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that  
Reading International, Inc. ("RDI"), produce and make available for inspection and copying the  
documents and things described herein, in accordance with the Definitions and Instructions set  
forth below, at the offices of Lewis Roca Rothgerber Christie LLP, 3993 Howard Hughes  
Parkway, Suite 600, Las Vegas, Nevada 89169, within 30 days of the date of service of this  
request.

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## INSTRUCTIONS

This Request for Production is a continuing request. You shall promptly produce any and all additional documents that are received, discovered or created after the time of the initial production.

This Request for Production applies to all documents in your possession, custody or control, and includes documents within the possession, custody or control of your partners, employees, agents, attorneys and representatives, wherever located, including but not limited to all documents obtained by Defendant.

If you object to any request in part, you shall produce all responsive documents to which the objection does not apply.

If any documents are withheld from production on the alleged grounds of privilege or immunity (whether under common law, statute, or otherwise), each such document is to be identified by stating: (a) the identity of each person who prepared and/or signed the document; (b) the identity of each person designated as an addressee; (c) the identity of each person who received any copy of the document; (d) the date of the document; (e) the subject matter of the document; (f) the type of document; and (g) the basis for withholding the document.

If a document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, the party claiming the privilege must clearly indicate the portions as to which the privilege is claimed. When a document has been redacted or altered in any fashion, identify as to each document the reason for the redaction or alteration, the date of the redaction or alteration, and the person performing the redaction or alteration. Any redaction must be clearly visible on the redacted documents.

In the event that any document called for by this Request for Production has been destroyed or discarded, that document is to be identified by stating; (a) any address or any addressee; (b) any indicated or blind copies; (c) the document's date, subject matter, number of pages, and attachments or appendices; (d) all persons to whom the document was distributed, shown or



1 explained; (e) its date of destruction or discard, manner of destruction or discard, and reason for  
2 destruction or discard; (f) the persons who authorized and carried out such destruction or discard;  
3 and (g) whether any copies of the document presently exist and, if so, the name of the custodian of  
4 each copy.

5 Any copy of a document that varies in any way whatsoever from the original or from any  
6 other copy of the document, whether by reason of handwritten or other notation or any omission,  
7 shall constitute a separate document and must be produced, whether or not the original of such a  
8 document is within your possession, custody or control. A request for any document shall be  
9 deemed to include a request for all drafts thereof, and all revisions and modifications thereto,  
10 including any red-lined versions or document comparisons, in addition to the document itself.  
11 Each document is to be produced in its entirety, without abbreviation or expurgation.

12 In producing documents, all documents that are physically attached to each other when  
13 located for production shall be left so attached. Documents that are segregated or separated from  
14 other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs, or any  
15 other method, shall be left so segregated or separated. Documents shall be retained in the order in  
16 which they were maintained and in the file where found. If no documents exist that are responsive  
17 to a particular request, you shall so state in writing.

18 Electronic records and computerized information as well as documents stored  
19 electronically, including, but not limited to, electronic mail and draft documents, must be  
20 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
21 description of the system from which it was derived sufficient to permit rendering the materials  
22 intelligible.

### 23 DEFINITIONS

24 The following Definitions shall apply herein and to each Interrogatory:

- 25 1. "All," as used herein means "any and all" and "any" means "any and all."  
26 2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary  
27 to bring within the scope of the Interrogatory, all responses that might otherwise be construed to  
28 be outside of its scope.

- 1           3.       “Communication,” as used herein, or its plural or any synonym thereof, means any  
2 exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of  
3 information, whether such exchange, transmission or receipt be oral, written, electronic or  
4 otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email,  
5 telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.
- 6           4.       “Concerning” “concerns,” “concern,” “relate to,” and “relating to” as used herein,  
7 all mean concerning, related to, referring to, relying on, describing, memorializing, evidencing,  
8 reflecting, touching upon, or constituting in any way or being in any way logically or factually  
9 connected with the matter discussed. When used to refer to a Document and/or Writing it  
10 includes, but is not limited to, all Documents and/or Writings now or previously attached or  
11 appended to any Documents and/or Writings called for by an Interrogatory.
- 12          5.       As used herein, the term “documents” means all writings of any kind, including the  
13 originals and all nonidentical copies, whether different from the original by reasons of any  
14 abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance  
15 sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams,  
16 cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer  
17 programs, computer tapes, contracts, correspondence, data compilations from which information  
18 can be obtained or translated through proper devices, data processing cards, data sheets, delivery  
19 records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic  
20 records or representations, entries, estimates, expense reports, field notes, files, financial analyses,  
21 financial statements, forms, graphs, handbooks, income statements, indices, instructions,  
22 instruments, insurance policies, insurance riders, interoffice communications, intraoffice  
23 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
24 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
25 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
26 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
27 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
28 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,

1 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
2 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
3 and amendments of any of the foregoing.

4 6. As used herein, the term "communications" means or refers to inquiries,  
5 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
6 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
7 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
8 foregoing.

9 7. As used herein, the terms "JJC" or "Plaintiff" shall mean and refer to James J.  
10 Cotter, Jr.

11 8. As used herein, the term "EC" refers to defendant Ellen Cotter.

12 9. As used herein, the term "MC" refers to defendant Margaret Cotter.

13 10. As used herein, the term "Kane" refers to defendant Edward Kane.

14 11. As used herein, the term "Adams" refers to defendant Guy Adams.

15 12. As used herein, the term "McEachern" refers to defendant Doug McEachern.

16 13. As used herein, the term "Storey" refers to defendant Timothy Storey.

17 14. As used herein, the term "Gould" refer to defendant William Gould.

18 15. As used herein, the term "RDI" refers to nominal defendant Reading International,  
19 Inc.

20 16. Unless otherwise indicated, each request calls for any and all documents created or  
21 dated on or after January 1, 2014.

## 22 **REQUESTS FOR DOCUMENTS**

23 **REQUEST NO. 1:** Any and all communications between Kane and Mary Cotter, whether  
24 in the form of email communications, text message communications or any other medium of  
25 communication, concerning RDI.

26 **REQUEST NO. 2:** Any and all phone records and invoices that show or concern  
27 telephone calls, texts or both between Kane and Mary Cotter.

28 ///

1       **REQUEST NO. 3:** Any and all communications between Kane and Mary Cotter, and all  
2 communications to which both Kane and Mary Cotter were parties, concerning disputes between  
3 Plaintiff, on one hand, and either or both EC and/or MC, on the other hand, regarding control of  
4 the trust and/or voting trust that held or controlled or in the future would hold or control RDI class  
5 B voting stock.

6       **REQUEST 4:** Any and all communications between Kane and Mary Cotter, and all  
7 communications to which both Kane and Mary Cotter were parties, concerning Plaintiff as CEO of  
8 RDI, and/or either or both EC and MC reporting to Plaintiff as CEO RDI.

9       **REQUEST NO. 5:** Any and all communications between EC and/or MC, on the one  
10 hand, and Michael Wrotniak.

11       **REQUEST NO. 6:** Any and all communications between EC and/or MC, on the one  
12 hand, and Judy Coddling.

13       **REQUEST NO. 7:** Any and all communications by or for any or all of Kane, Adams and  
14 McEachern with Judy Coddling, on or after May 1, 2015 and before November 11, 2015,  
15 concerning RDI and/or Judy Coddling as a director or possible director of RDI.

16       **REQUEST NO. 8:** Any and all communications by or for any or all of Kane, Adams and  
17 McEachern with Michael Wrotniak, on or after May 1, 2015 and before November 11, 2015,  
18 concerning RDI and/or Michael Wrotniak as a director or possible director of RDI.

19       **REQUEST NO. 9:** Any and all documents concerning Storey serving or not serving as a  
20 director RDI.

21       **REQUEST NO. 10:** Any and all documents related to Storey's "retirement" from RDI's  
22 Board of Directors.

23       **REQUEST NO. 11:** Any and all documents that relate to the search for, or recruitment of,  
24 a replacement or new CEO for RDI.

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1       **REQUEST NO. 12:** Any and all communications with or concerning any potential  
2 candidate for CEO for RDI.

3       **REQUEST NO. 13:** Any and all documents concerning the selection of Korn Ferry as the  
4 outside search consultant for the position of CEO of RDI.

5       **REQUEST NO. 14:** Any and all documents concerning the RDI CEO search committee,  
6 including communications by or for it with Korn Ferry, with any candidate for the position of  
7 CEO of RDI or with any other person in connection with the search for a CEO for RDI.

8       **REQUEST NO. 15:** Any and all documents and communications concerning any officer  
9 or director of RDI who presented himself or herself as, or who was considered as, a candidate for  
10 the position of CEO of RDI.

11       **REQUEST NO. 16:** Any and all communications by or for EC concerning the position of  
12 CEO of RDI, including the supposed search for a new CEO of RDI, including but not limited to  
13 communications with Korn Ferry.

14       **REQUEST NO. 17:** Any and all communications with Korn Ferry concerning either of  
15 both the search for a director of real estate for RDI and/or the search for a new CEO of RDI,  
16 including but not limited to communications regarding Korn Ferry performing an assessment of  
17 the final three CEO candidates.

18       **REQUEST NO. 18:** Any and all documents concerning cash or other compensation or  
19 remuneration proposed to be paid or paid to either or both EC and MC, including but not limited  
20 to bonuses.

21       **REQUEST NO. 19:** Any and all documents concerning MC becoming a full-time  
22 employee of RDI, including but not limited to documents concerning her title as such, and/or her  
23 compensation, including but not limited to health benefits and any signing bonus.

24       **REQUEST NO. 20:** Any and all communications with or concerning any person (other  
25 than JJC, EC, MC, Kane, Adams, McEachern, Storey and Gould) who was or who was considered  
26  
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3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996

**Lewis Roca**  
**ROTHGERBER CHRISTIE**

1 to be a candidate for the position of director on the RDI Board of Directors, including but not  
2 limited to Fehmi Karrahan.

3 **REQUEST NO. 21:** Any and all communications with or concerning Gil Borok.

4 **REQUEST NO. 22:** Any and all documents concerning, and any and all communications  
5 with, any person who, on or after June 12, 2015, was discussed, considered or chosen to be the  
6 senior executive at RDI responsible for development of the real properties owned (directly or  
7 indirectly) by RDI in New York City.  
8

9 **REQUEST NO. 23:** Any and all documents concerning MC's qualifications or suitability  
10 to serve as the senior executive at RDI responsible for development of the real properties owned  
11 (directly or indirectly) by RDI in New York City.  
12

13 DATED this 23rd day of February, 2016.

14 LEWIS ROCA ROTHGERBER CHRISTIE LLP

15  
16 By: /s/ Mark G. Krum

17 Mark G. Krum

18 3993 Howard Hughes Pkwy, Suite 600

19 Las Vegas, NV 89169-5958

20 Attorneys for Plaintiff

21 *James J. Cotter, Jr.*  
22  
23  
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25  
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27  
28

**CERTIFICATE OF SERVICE**

I, Sue Silcott, declare as follows:

I am over the age of eighteen years and not a party to the within entitled action. I am a legal secretary acting at the direction of Lewis Roca Rothgerber Christie LLP, 3993 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada 89169.

On February 23, 2016, I served the attached:

• **PLAINTIFF'S REQUESTS FOR PRODUCTION OF DOCUMENTS TO READING INTERNATIONAL, INC.**

on the interested parties in said action, as follows:

Mark E. Ferrario, Esq.  
Kara Hendricks, Esq.  
GREENBERG TRAURIG LLP  
[ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com)  
[godfrey1@gtlaw.com](mailto:godfrey1@gtlaw.com)  
*Attorneys for Reading International, Inc.*

Christopher Tayback, Esq.  
Marshall M. Searcy, Esq.  
QUINN EMANUEL URQUHART &  
SULLIVAN LLP  
[christayback@quinnemanuel.com](mailto:christayback@quinnemanuel.com)  
[marshallsearcy@quinnemanuel.com](mailto:marshallsearcy@quinnemanuel.com)  
*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

Ekwan E. Rhow, Esq.  
Bonita D. Moore, Esq.  
BIRD, MARELLA, BOXER, WOLFPERT,  
NESSIM, DROOKS, LINCENGERG &  
RHOW  
[eer@birdmarella.com](mailto:eer@birdmarella.com)  
[bdm@birdmarella.com](mailto:bdm@birdmarella.com)  
*Attorneys for Defendants William Gould and  
Timothy Storey*

Adam C. Anderson, Esq.  
PATTI, SCRO, LEWIS & ROGER  
[aanderson@pslrfirm.com](mailto:aanderson@pslrfirm.com)  
*Derivatively on behalf of Reading  
International, Inc.*

H. Stan Johnson, Esq.  
COHEN-JOHNSON, LLC  
[sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
*Attorneys for Defendants Margaret Cotter,  
Ellen Cotter, Douglas McEachern, Guy Adams  
and Edward Kane*

Donald A. Lattin, Esq.  
Carolyn K. Renner, Esq.  
MAUPIN, COX & LeGOY  
[dlattin@mclrenolaw.com](mailto:dlattin@mclrenolaw.com)  
[crenner@mclrenolaw.com](mailto:crenner@mclrenolaw.com)  
*Attorneys for Defendants William Gould and  
Timothy Storey*

Alexander Robertson, Esq.  
ROBERTSON & ASSOCIATES, LLP  
[arobertson@arobertsonlaw.com](mailto:arobertson@arobertsonlaw.com)  
*Derivatively on behalf of Reading  
International, Inc.*

1 and caused to be served via the Court's E-Filing System DAP/Wiznet, on all interested parties in  
2 the above-referenced matter. The date and time of the electronic service is in place of the date and  
3 place of deposit in the mail.

4 DATED this 23rd day of February, 2016.

5  
6 /s/ Sue Silcott

7 An employee of Lewis Roca Rothgerber Christie  
8 LLP  
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3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996

**Lewis Roca**  
**ROTHGERBER CHRISTIE**



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# EXHIBIT U

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**RFP**  
Mark G. Krum (SBN 10913)  
Lewis Roca Rothgerber Christie LLP  
3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996  
Tel: 702-949-8200  
Fax: 702-949-8398  
E-mail:[mkrum@lrcc.com](mailto:mkrum@lrcc.com)

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

and

READING INTERNATIONAL, INC., a  
Nevada corporation,

Nominal Defendant.

T2 PARTNERS MANAGEMENT, LP, a  
Delaware limited partnership, doing business as  
KASE CAPITAL MANAGEMENT, et al.,

Plaintiffs,

vs.

MARGARET COTTER, ELLEN COTTER,  
GUY ADAMS, EDWARD KANE, DOUGLAS  
McEACHERN, WILLIAM GOULD, JUDY  
CODDING, MICHAEL WROTONIAK, CRAIG  
TOMPKINS, and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: A-15-719860-B  
DEPT. NO. XI

Coordinated with:

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

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

Jointly Administered

**Business Court**

**PLAINTIFF'S SECOND SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO READING  
INTERNATIONAL, INC.**

3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996

**Lewis Roca**  
**ROTHGERBER CHRISTIE**

1 and  
2  
3 READING INTERNATIONAL, INC., a  
4 Nevada corporation,  
5  
6 Nominal Defendant.

7 Plaintiff James J. Cotter, Jr. (“JJC” or “Plaintiff”) , by and through his attorneys, Lewis  
8 Roca Rothgerber LLP, pursuant to Nevada Rule of Civil Procedure 34, hereby requests that  
9 Reading International, Inc. (“RDI”), produce and make available for inspection and copying the  
10 documents and things described herein, in accordance with the Definitions and Instructions set  
11 forth below, at the offices of Lewis Roca Rothgerber Christie LLP, 3993 Howard Hughes  
12 Parkway, Suite 600, Las Vegas, Nevada 89169, within 30 days of the date of service of this  
13 request.

14 **INSTRUCTIONS**

15 This Request for Production is a continuing request. You shall promptly produce any and  
16 all additional documents that are received, discovered or created after the time of the initial  
17 production.

18 This Request for Production applies to all documents in your possession, custody or control,  
19 and includes documents within the possession, custody or control of your partners, employees,  
20 agents, attorneys and representatives, wherever located, including but not limited to all documents  
21 obtained by Defendant.

22 If you object to any request in part, you shall produce all responsive documents to which the  
23 objection does not apply.

24 If any documents are withheld from production on the alleged grounds of privilege or  
25 immunity (whether under common law, statute, or otherwise), each such document is to be  
26 identified by stating: (a) the identity of each person who prepared and/or signed the document;  
27 (b) the identity of each person designated as an addressee; (c) the identity of each person who  
28

1 received any copy of the document; (d) the date of the document; (e) the subject matter of the  
2 document; (f) the type of document; and (g) the basis for withholding the document.

3 If a document contains both privileged and non-privileged material, the non-privileged  
4 material must be disclosed to the fullest extent possible without thereby disclosing the privileged  
5 material. If a privilege is asserted with regard to part of the material contained in a document, the  
6 party claiming the privilege must clearly indicate the portions as to which the privilege is claimed.  
7 When a document has been redacted or altered in any fashion, identify as to each document the  
8 reason for the redaction or alteration, the date of the redaction or alteration, and the person  
9 performing the redaction or alteration. Any redaction must be clearly visible on the redacted  
10 documents.

11 In the event that any document called for by this Request for Production has been destroyed  
12 or discarded, that document is to be identified by stating; (a) any address or any addressee; (b)  
13 any indicated or blind copies; (c) the document's date, subject matter, number of pages, and  
14 attachments or appendices; (d) all persons to whom the document was distributed, shown or  
15 explained; (e) its date of destruction or discard, manner of destruction or discard, and reason for  
16 destruction or discard; (f) the persons who authorized and carried out such destruction or discard;  
17 and (g) whether any copies of the document presently exist and, if so, the name of the custodian of  
18 each copy.

19 Any copy of a document that varies in any way whatsoever from the original or from any  
20 other copy of the document, whether by reason of handwritten or other notation or any omission,  
21 shall constitute a separate document and must be produced, whether or not the original of such a  
22 document is within your possession, custody or control. A request for any document shall be  
23 deemed to include a request for all drafts thereof, and all revisions and modifications thereto,  
24 including any red-lined versions or document comparisons, in addition to the document itself.  
25 Each document is to be produced in its entirety, without abbreviation or expurgation.

26 In producing documents, all documents that are physically attached to each other when  
27 located for production shall be left so attached. Documents that are segregated or separated from  
28 other documents, whether by inclusion of binders, files, subfiles or by use of dividers, tabs, or any

1 other method, shall be left so segregated or separated. Documents shall be retained in the order in  
2 which they were maintained and in the file where found. If no documents exist that are responsive  
3 to a particular request, you shall so state in writing.

4 Electronic records and computerized information as well as documents stored  
5 electronically, including, but not limited to, electronic mail and draft documents, must be  
6 produced in electronic form in an intelligible format as well as in hard copy form, together with a  
7 description of the system from which it was derived sufficient to permit rendering the materials  
8 intelligible.

### 9 **DEFINITIONS**

10 The following Definitions shall apply herein and to each Interrogatory:

- 11 1. "All," as used herein means "any and all" and "any" means "any and all."
- 12 2. "And/Or," as used herein, means either disjunctively or conjunctively as necessary  
13 to bring within the scope of the Interrogatory, all responses that might otherwise be construed to  
14 be outside of its scope.
- 15 3. "Communication," as used herein, or its plural or any synonym thereof, means any  
16 exchange, transmission or receipt (whether as listener, addressee, person called or otherwise) of  
17 information, whether such exchange, transmission or receipt be oral, written, electronic or  
18 otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email,  
19 telegram and the exchange, transmission, or receipt of any Document of any kind whatsoever.
- 20 4. "Concerning" "concerns," "concern," "relate to," and "relating to" as used herein,  
21 all mean concerning, related to, referring to, relying on, describing, memorializing, evidencing,  
22 reflecting, touching upon, or constituting in any way or being in any way logically or factually  
23 connected with the matter discussed. When used to refer to a Document and/or Writing it  
24 includes, but is not limited to, all Documents and/or Writings now or previously attached or  
25 appended to any Documents and/or Writings called for by an Interrogatory.
- 26 5. As used herein, the term "documents" means all writings of any kind, including the  
27 originals and all nonidentical copies, whether different from the original by reasons of any  
28 abstracts, agreements, appointment records, audio recordings (whether transcribed or not), balance

1 sheets, bills, bills of lading, blueprints, books, books of account, bulletins, bylaws, cablegrams,  
2 cassettes, catalogues, certificates, charts, charters, checks, circulars, computer printouts, computer  
3 programs, computer tapes, contracts, correspondence, data compilations from which information  
4 can be obtained or translated through proper devices, data processing cards, data sheets, delivery  
5 records, desk calendars, diagrams, diaries, discs, drafts, electronic mail, electric or electronic  
6 records or representations, entries, estimates, expense reports, field notes, files, financial analyses,  
7 financial statements, forms, graphs, handbooks, income statements, indices, instructions,  
8 instruments, insurance policies, insurance riders, interoffice communications, intraoffice  
9 communications, invoices, itemizations, journals, letters, maps, mechanical records, meeting  
10 reports, memoranda, memoranda of all conversations (including telephone calls), microfiche,  
11 microfilm, minutes, motion pictures, notes, notices, order forms, orders, pamphlets, photographs,  
12 printed matter, prospectuses, receipts, recordings, records, records of account, reports, requisitions,  
13 resolutions, retrievable information in computer storage, returns, sketches, specifications,  
14 statements, statistical records, studies, summaries, system analyses, tapes, telefaxes, telegrams,  
15 teletypes, telexes, tests, text, time records, transcripts, valuations, video recordings, writings, and  
16 work papers, and notations of any sort of communications or conversations, and all drafts, changes  
17 and amendments of any of the foregoing.

18         6.       As used herein, the term “communications” means or refers to inquiries,  
19 discussions, conversations, emails, negotiations, agreements, understandings, meetings, telephone  
20 conversations, letters, notes, memoranda, telegrams, advertisements, or other form of verbal  
21 intercourse, whether oral or written, or any summaries, paraphrases or other records of any of the  
22 foregoing.

23         7.       As used herein, the terms “JJC” or “Plaintiff” shall mean and refer to James J.  
24 Cotter, Jr.

25         8.       As used herein, the term “EC” refers to defendant Ellen Cotter.

26         9.       As used herein, the term “MC” refers to defendant Margaret Cotter.

27         10.      As used herein, the term “Kane” refers to defendant Edward Kane.

28         11.      As used herein, the term “Adams” refers to defendant Guy Adams.



3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169-5996

**Lewis Roca**  
**ROTHGERBER CHRISTIE**

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 24th day of June, 2016, I caused a true and correct copy of the foregoing **PLAINTIFF’S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO READING INTERNATIONAL, INC.** was electronically served to all parties of record via this Court’s electronic filing system to all parties listed on the E-Service Master List.

DATED this 24th day of June, 2016.

/s/ Jessie M. Helm  
An employee of Lewis Roca Rothgerber Christie LLP



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# EXHIBIT V

---

**MORRIS LAW GROUP**

411 E. BONNEVILLE AVE., STE. 360 · LAS VEGAS, NEVADA 89101  
702/474-9400 · FAX 702/474-9422

**REQT**

MORRIS LAW GROUP  
Steve Morris, Bar No. 1543  
Akke Levin, Bar No. 9102  
411 E. Bonneville Ave., Ste. 360  
Las Vegas, Nevada 89101  
Telephone: (702) 474-9400  
Facsimile: (702) 474-9422  
Email: sm@morrislawgroup.com  
Email: al@morrislawgroup.com

Mark G. Krum, Bar No. 10913  
Yurko, Salvesen & Remz, P.C.  
1 Washington Mall, 11th Floor  
Boston, MA 02108  
Telephone: (617) 723-6900  
Facsimile: (617) 723-6905  
Email: mkrum@bizlit.com

Attorneys for Plaintiff  
James J. Cotter, Jr.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

16	JAMES J. COTTER, JR.,	) Case No. A-15-719860-B
17	derivatively on behalf of Reading	) Dept. No. XI
18	International, Inc.,	)
19	Plaintiff,	) Coordinated with:
20	v.	) Case No. P-14-0824-42-E
21		) Dept. No. XI
22	MARGARET COTTER, ELLEN	)
23	COTTER, GUY ADAMS,	) Jointly Administered
24	EDWARD KANE, DOUGLAS	)
25	McEACHERN, WILLIAM	) PLAINTIFF JAMES COTTER,
26	GOULD, JUDY CODDING,	) JR.'S REQUEST FOR
27	MICHAEL WROTONIAK,	) PRODUCTION OF
28	Defendants.	) DOCUMENTS TO NOMINAL
		) DEFENDANT READING
	And	) INTERNATIONAL, INC.
	READING INTERNATIONAL,	)
	INC., a Nevada corporation,	)
	Nominal Defendant.	)

1 Plaintiff James J. Cotter, Jr. ("JJC" or "Plaintiff") , by and through  
2 his attorneys pursuant to Nevada Rule of Civil Procedure 34, hereby  
3 requests that nominal defendant Reading International, Inc. ("RDI") produce  
4 and make available for inspection and copying the documents and things  
5 described herein, in accordance with the Definitions and Instructions set  
6 forth below, at the offices of Morris Law Group, 411 E. Bonneville Ave., Ste.  
7 360, Las Vegas, NV 89101 within 30 days of the date of service of this  
8 request.

### 9 INSTRUCTIONS

10 1. *If any document responsive to this Request for Production has*  
11 *already been produced in this action, you are not required to produce it again.*

12 2. This Request for Production is a continuing request. You  
13 shall promptly produce any and all additional documents that are received,  
14 discovered or created after the time of the initial production.

15 3. This Request for Production applies to all documents in  
16 your possession, custody or control, and includes documents within the  
17 possession, custody or control of your partners, employees, agents,  
18 attorneys and representatives, wherever located, including but not limited  
19 to all documents obtained by Defendants.

20 4. If you object to any request in part, you shall produce all  
21 responsive documents to which the objection does not apply.

22 5. If any documents are withheld from production on the  
23 alleged grounds of privilege or immunity (whether under common law,  
24 statute, or otherwise), each such document is to be identified by stating: (a)  
25 the identity of each person who prepared and/or signed the document; (b)  
26 the identity of each person designated as an addressee; (c) the identity of  
27 each person who received any copy of the document; (d) the date of the  
28 document; (e) the subject matter of the document; (f) the type of document;  
and (g) the basis for withholding the document.

1           6. If a document contains both privileged and non-privileged  
2 material, the non-privileged material must be disclosed to the fullest extent  
3 possible without thereby disclosing the privileged material. If a privilege is  
4 asserted with regard to part of the material contained in a document, the  
5 party claiming the privilege must clearly indicate the portions as to which  
6 the privilege is claimed. When a document has been redacted or altered in  
7 any fashion, identify as to each document the reason for the redaction or  
8 alteration, the date of the redaction or alteration, and the person performing  
9 the redaction or alteration. Any redaction must be clearly visible on the  
10 redacted documents.

11           7. In the event that any document called for by this Request  
12 for Production has been destroyed or discarded, that document is to be  
13 identified by stating; (a) any address or any addressee; (b) any indicated or  
14 blind copies; (c) the document's date, subject matter, number of pages, and  
15 attachments or appendices; (d) all persons to whom the document was  
16 distributed, shown or explained; (e) its date of destruction or discard,  
17 manner of destruction or discard, and reason for destruction or discard; (f)  
18 the persons who authorized and carried out such destruction or discard;  
19 and (g) whether any copies of the document presently exist and, if so, the  
20 name of the custodian of each copy.

21           8. Any copy of a document that varies in any way  
22 whatsoever from the original or from any other copy of the document,  
23 whether by reason of handwritten or other notation or any omission, shall  
24 constitute a separate document and must be produced, whether or not the  
25 original of such a document is within your possession, custody or control. A  
26 request for any document shall be deemed to include a request for all drafts  
27 thereof, and all revisions and modifications thereto, including any red-lined  
28 versions or document comparisons, in addition to the document itself. Each

1 document is to be produced in its entirety, without abbreviation or  
2 expurgation.

3 9. In producing documents, all documents that are physically  
4 attached to each other when located for production shall be left so attached.  
5 Documents that are segregated or separated from other documents, whether  
6 by inclusion of binders, files, subfiles or by use of dividers, tabs, or any other  
7 method, shall be left so segregated or separated. Documents shall be  
8 retained in the order in which they were maintained and in the file where  
9 found. If no documents exist that are responsive to a particular request, you  
10 shall so state in writing.

11 10. Electronic records and computerized information as well  
12 as documents stored electronically, including, but not limited to, electronic  
13 mail and draft documents, must be produced in electronic form in an  
14 intelligible format as well as in hard copy form, together with a description  
15 of the system from which it was derived sufficient to permit rendering the  
16 materials intelligible.

### 17 DEFINITIONS

18 The following Definitions shall apply herein and to each  
19 Request:

20 1. "All," as used herein means "any and all" and "Any" means  
21 "any and all."

22 2. "And/Or," as used herein, means either disjunctively or  
23 conjunctively as necessary to bring within the scope of the Request, all  
24 responses that might otherwise be construed to be outside of its scope.

25 3. "Communication," as used herein, or its plural or any  
26 synonym thereof, means any exchange, transmission or receipt (whether as  
27 listener, addressee, person called or otherwise) of information, whether such  
28 exchange, transmission or receipt be oral, written, electronic or otherwise  
and includes, without limitation, any meeting, conversation, telephone call,

1 letter, email, telegram and the exchange, transmission, or receipt of any  
2 Document of any kind whatsoever.

3 4. "Concerning" "Concerns" or "Concern," as used herein, all  
4 mean concerning, related to, referring to, relying on, describing,  
5 memorializing, evidencing, reflecting, touching upon, or constituting in any  
6 way. When used to refer to a Document and/or Writing it includes, but is  
7 not limited to, all Documents and/or Writings now or previously attached  
8 or appended to any Documents and/or Writings called for by a Request.

9 5. As used herein, the term "documents" means all writings  
10 of any kind, including the originals and all nonidentical copies, whether  
11 different from the original by reasons of any abstracts, agreements,  
12 appointment records, audio recordings (whether transcribed or not), balance  
13 sheets, bills, bills of lading, blueprints, books, books of account, bulletins,  
14 bylaws, cablegrams, cassettes, catalogues, certificates, charts, charters,  
15 checks, circulars, computer printouts, computer programs, computer tapes,  
16 contracts, correspondence, data compilations from which information can be  
17 obtained or translated through proper devices, data processing cards, data  
18 sheets, delivery records, desk calendars, diagrams, diaries, discs, drafts,  
19 electronic mail, electric or electronic records or representations, entries,  
20 estimates, expense reports, field notes, files, financial analyses, financial  
21 statements, forms, graphs, handbooks, income statements, indices,  
22 instructions, instruments, insurance policies, insurance riders, interoffice  
23 communications, intraoffice communications, invoices, itemizations,  
24 journals, letters, maps, mechanical records, meeting reports, memoranda,  
25 memoranda of all conversations (including telephone calls), microfiche,  
26 microfilm, minutes, motion pictures, notes, notices, order forms, orders,  
27 pamphlets, photographs, printed matter, prospectuses, receipts, recordings,  
28 records, records of account, reports, requisitions, resolutions, retrievable  
information in computer storage, returns, sketches, specifications,

1 statements, statistical records, studies, summaries, system analyses, tapes,  
2 telefaxes, telegrams, teletypes, telexes, tests, text, time records, transcripts,  
3 valuations, video recordings, writings, and work papers, and notations of  
4 any sort of communications or conversations, and all drafts, changes and  
5 amendments of any of the foregoing.

6 6. As used herein, the term "communications" means or  
7 refers to inquiries, discussions, conversations, emails, negotiations,  
8 agreements, understandings, meetings, telephone conversations, letters,  
9 notes, memoranda, telegrams, advertisements, or other form of verbal  
10 intercourse, whether oral or written, or any summaries, paraphrases or other  
11 records of any of the foregoing.

12 7. As used herein, the term "all documents" means every  
13 document as above defined known to you and every such document, which  
14 can be located or discovered by reasonably diligent efforts.

15 8. As used herein, the terms "JJC" or "Plaintiff" shall mean  
16 and refer to James J. Cotter, Jr.

17 9. As used herein, the term "JJC, Sr." refers to James J. Cotter,  
18 Sr.

19 10. As used herein, the term "EC" refers to defendant Ellen  
20 Cotter.

21 11. As used herein, the term "MC" refers to defendant  
22 Margaret Cotter.

23 12. As used herein, the term "Kane" refers to dismissed  
24 defendant Edward Kane.

25 13. As used herein, the term "Adams" refers to defendant Guy  
26 Adams.

27 14. As used herein, the term "McEachern" refers to dismissed  
28 defendant Doug McEachern.

15. As used herein, the term "Storey" refers to dismissed defendant Timothy Storey.

16. As used herein, the term "Gould" refer to dismissed defendant William Gould.

17. As used herein, the term "Coddling" refer to dismissed defendant Judy Coddling.

18. As used herein, the term "RDI" refers to nominal defendant Reading International, Inc.

19. As used herein, the term "Relate to," including but not limited to its various forms such as "relating to," shall mean, consist of, refer to, reflect, or be in any way logically or factually connected with the matter discussed.

20. "Ratification" shall refer to the vote of the RDI Board of Directors at special telephonic meeting held on December 29, 2017, to ratify (i) actions taken by board members relating to the termination of JJC Jr. as President and CEO of RDI as such actions are outlined in the minutes of the Board Meetings held on May 21, 2015; May 29, 2015; and June 12, 2015; and (ii) the decision of the Compensation Committee of RDI, as outlined in the minutes of September 21, 2015 meeting of the Compensation Committee to permit the Estate of JJC Sr. to use Class A non-voting stock as a means to pay for the exercise of an option to purchase 100,000 shares of Class B voting stock of RDI.

21. Whenever appropriate, the singular form of a word should be interpreted in the plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside the scope.



22. "Person" means or refers to any individual, corporation, partnership, association, organization and any other entity of any type and nature.

23. "Identify," when used in reference to a Person, means to:

- a) state his or her full name;
- b) state his or her present or last-known address;
- c) state his or her present or last-known position and business affiliation; and
- d) describe his or her relationship, if any, to You.

24. "Identify," when used in reference to a corporation, partnership, or entity, means:

- a) state its full name;
- b) state its present or last-known address;
- c) state the names and addresses of its directors, members, officers, directors, executives and/or shareholders, as appropriate;
- d) set forth the state of its incorporation or formation, as appropriate;
- e) describe its relationship, if any, to You; and
- f) provide specific references to any and all contracts You had or have with the entity.

25. "Identify," when used in reference to a Document and/or Writing, means to:

- a) state the date of preparation, author, title (if any), subject matter, number of pages, and type of Document and/or Writing (e.g., contract, letter, reports, etc.) or some other means of distinguishing the Document and/or Writing;

- b) Identify each and every Person who prepared or participated in the preparation of the Document and/or Writing;
- c) Identify each and every Person who received an original or copy of the Document and/or Writing;
- d) state the present location of the Document and/or Writing;
- e) Identify each and every Person having custody or control of the Document and/or Writing;
- f) state whether any copy of the Document and/or Writing is not identical to the original by reason of shorthand, translation or other written notes, initials, or any other modifications;
- g) state, if the Document and/or Writing has been destroyed, the circumstances surrounding the reason for the destruction; and
- h) Identify, if the Document and/or Writing has been destroyed, each and every Person who destroyed, or participated in, or ordered or suggested the destruction of it.

26. Unless otherwise indicated, each request calls for any and all documents created or dated on or after January 1, 2014, including all communications by, between, among, to or from any or all of Ellen Cotter ("EC"), Margaret Cotter ("MC"), Edward Kane ("Kane"), Guy Adams ("Adams"), Doug McEachern ("McEachern"), Tim Storey ("Storey"), William Gould ("Gould") and/or nominal defendant Reading International, Inc. ("RDI").

#### REQUEST FOR DOCUMENTS

1. All documents relating to the termination of JJC as President and CEO of RDI.
2. All documents relating to the exercise of the option to purchase 100,000 shares of Class B voting shares of RDI, which was

1 exercised by Ellen Cotter and Margaret Cotter as executors of the Estate of  
2 JJC, Sr. on or about September 17, 2015.

3 3. All documents relating to payment to exercise the option  
4 to purchase 100,000 shares of Class B voting shares of RDI, which was  
5 exercised by Ellen Cotter and Margaret Cotter as executors of the Estate of  
6 JJC, Sr. by their actions taken on or about September 17, 2015.

7 4. All documents relating to any advice requested or given by  
8 counsel at the December 29, 2017 meeting of the Board of Directors of RDI  
9 (hereafter, the "Meeting") concerning the prior decisions that were ratified at  
10 the Meeting.

11 5. All documents relating to any advice requested or given by  
12 counsel prior to the Meeting concerning the prior decisions that were  
13 ratified at the Meeting.

14 6. All documents relating to the decision to call the Meeting  
15 to ratify the prior decisions.

16 7. All documents relating to any advice requested or given by  
17 counsel concerning the decision to call the Meeting to ratify the prior  
18 decisions.

19 8. All documents relating to any advice requested or given by  
20 counsel concerning the notice of Meeting to the extent it concerned  
21 Ratification.

22 9. All documents relating to the Meeting to the extent  
23 concerning Ratification.

24 10. All documents relating to any advice requested of or given  
25 by counsel concerning the Meeting to the extent it concerned Ratification.

26 11. All draft notices of the Meeting.

27 12. All draft minutes of the Meeting.

28 13. All documents prepared in connection with the Meeting.

- 1 14. All documents distributed prior to or at the Meeting.
- 2 15. All documents referring to, discussing, analyzing or
- 3 relating to the disinterestedness or independence of Adams as a Director of
- 4 RDI.
- 5 16. All documents relating to the "letter dated December 27,
- 6 2017" referenced on page 3 of Exhibit 1 to RDI's Errata to its "Joinder to the
- 7 Individual Defendants' Opposition to Plaintiff's Motion for Rule 54(b)
- 8 Certification and Stay," including any drafts of the letter and responses
- 9 thereto, as well as emails transmitting such documents.
- 10 17. All documents relating to the agenda for the Meeting,
- 11 including any communications relating to the agenda to the extent
- 12 concerning Ratification.
- 13 18. All communications with any RDI director relating to the
- 14 Meeting, including any emails from EC and or MC to any RDI director
- 15 transmitting, referencing, and/or discussing any written board materials in
- 16 advance of the Meeting.

MORRIS LAW GROUP

By: /s/ STEVE MORRIS

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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that I am an employee of MORRIS LAW GROUP and that on the date below, I cause the following document(s) to be served via the Court's Odyssey E-Filing System: **PLAINTIFF JAMES COTTER, JR.'S REQUEST FOR PRODUCTION OF DOCUMENTS TO NOMINAL DEFENDANT READING INTERNATIONAL, INC.**, to be served on all interested parties, as registered with the Court's E-Filing and E-Service System. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

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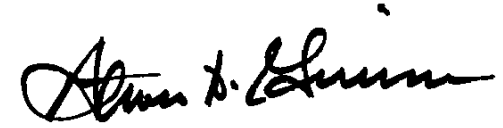
DATED this 12th day of January, 2018.

By: /s/ PATRICIA FERRUGIA

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# EXHIBIT W

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CLERK OF THE COURT

TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

JAMES COTTER, JR.

Plaintiff

vs.

MARGARET COTTER, et al.

Defendants

. . . . .

CASE NO. A-719860  
A-735305  
P-082942

DEPT. NO. XI

**Transcript of  
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

**HEARING ON PLAINTIFF'S MOTION TO OBTAIN  
EXPEDITED DISCOVERY, MOTION TO COMPEL PRODUCTION,  
AND MOTION TO PERMIT DISCOVERY RE RECENT OFFER**

TUESDAY, AUGUST 30, 2016

COURT RECORDER:

JILL HAWKINS  
District Court

TRANSCRIPTION BY:

FLORENCE HOYT  
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

APPEARANCES:

FOR THE PLAINTIFF:

MARK G. KRUM, ESQ.

FOR THE DEFENDANTS:

MARSHALL M. SEARCY, ESQ.  
CHRISTOPHER TAYBACK, ESQ.  
KARA B. HENDRICKS, ESQ.  
H. STANLEY JOHNSON, ESQ.  
SHOSHANA E. BANNETT, ESQ.

FOR THE INTERVENOR:

ALEXANDER ROBERTSON IV, ESQ.



1 LAS VEGAS, NEVADA, TUESDAY, AUGUST 30, 2016, 9:04 A.M.

2 (Court was called to order)

3 THE COURT: Cotter versus Cotter.

4 Mr. Ferrario's not coming today. We have capable  
5 counsel in the room in his stead, and it will be shorter and  
6 nicer and less sarcastic.

7 MS. HENDRICKS: And of course I have to text him  
8 right now, tell him whether they're calling in. But I will  
9 take the lead, Your Honor. I'll try to make this as easy on  
10 you as I can.

11 THE COURT: So are you calling in, Kevin?

12 THE MARSHAL: Yes, Your Honor.

13 THE COURT: Thank you.

14 So he's part of the gathered throng on the phone?

15 MS. HENDRICKS: Yes.

16 THE COURT: All right. Mr. Krum, we'll identify  
17 everybody, starting with you.

18 MR. KRUM: Good morning, Your Honor. Mark Krum for  
19 plaintiff.

20 MS. HENDRICKS: Good morning, Your Honor. Kara  
21 Hendricks on behalf of Reading International.

22 MR. SEARCY: Good morning, Your Honor. Marshall  
23 Searcy for Michael Wrotniak, Judy Coddling, Guy Adams, Ed Kane,  
24 Doug McEachern, Margaret Cotter, and Ellen Cotter.

25 MR. JOHNSON: 'Morning, Your Honor. Stan Johnson on

1 behalf of the same defendants.

2 THE COURT: Can those folks on the phone please --  
3 can those of you on the telephone please identify yourselves  
4 for purposes of my record.

5 MR. ROBERTSON: Good morning, Your Honor. Alex  
6 Robertson on behalf of the T2 intervening plaintiffs.

7 MS. BANNETT: Shoshana Barnett on behalf of William  
8 Gould.

9 THE COURT: Is there anybody else on the phone?  
10 Were we expecting anybody else on the phone?

11 MS. HENDRICKS: Your Honor, Mr. Ferrario is an  
12 [unintelligible] in Denver and may try to call in, but we can  
13 go ahead and get started.

14 THE COURT: All right. So, Mr. Krum, it's your  
15 motion.

16 MR. KRUM: Which one would you like me to --

17 THE COURT: I want to start with the motion to  
18 permit certain discovery concerning the recent offer.  
19 Remember you have 10 minutes for all your stuff.

20 MR. KRUM: Understood. Thank you, Your Honor.

21 Your Honor, the motion seeks limited expedited  
22 discovery regarding the recent offer and the bases for the  
23 individual director defendants' responses to it. These issues  
24 were briefed and argued in connection with the motion to  
25 compel Mr. McEachern to return and give testimony about the

1 bases upon which he responded in the manner in which he did to  
2 the offer, which motion Your Honor granted and admonished me  
3 that it was only with respect to the deposition, that as to  
4 this discovery I needed to file another motion.

5           These issues also were briefed and argued in  
6 connection with the motion for leave to amend, which you  
7 granted. I therefore am going to cut to the chase.

8           The second amended complaint contains new  
9 allegations about these recent events. We argued previously  
10 and we reiterate that the evidence, if it's obtained, we  
11 believe will show ongoing self dealing consistent with what  
12 was alleged in our prior first amended complaint. We also  
13 believe that it may well and probably will give rise to  
14 independent actionable conduct and claims.

15           Respectfully, plaintiff is entitled to discovery  
16 before trial. We've identified a limited set of documents  
17 concerning the offer and the directors' responses and the  
18 business plan. RDI has responded in their opposition and says  
19 there is no business plan. So we'll be able to work that out  
20 with far fewer documents. So it's a finite set of documents.  
21 We've asked for up to three hours with each of the director  
22 defendants. I don't anticipate needing that, but I don't want  
23 to reach 59 minutes and have a fight with somebody.

24           Unless Your Honor has questions about this --

25           THE COURT: I don't.

1 MR. KRUM: Very well. Thank you.

2 THE COURT: Mr. Searcy.

3 MR. SEARCY: Your Honor, just three points that I'd  
4 like to make on this. First, the plaintiff shouldn't need  
5 discovery here. The issue in plaintiff's claim has to do with  
6 what was discussed at board of directors meetings concerning  
7 an unsolicited expression of interest. Plaintiff was present  
8 at those meetings. Plaintiff obtained the documents that were  
9 circulated at those meetings. Plaintiff knows what was said  
10 at those meetings.

11 What's really going on here, Your Honor, is that  
12 plaintiff is trying to push out the trial date in this matter  
13 by reopening discovery. Plaintiff has submitted a series of  
14 document requests. They're not conclusive, they're not all of  
15 what he's seeking. By his own words he's asking for at least  
16 six, possibly more depositions, he's asking for a third-party  
17 deposition. What plaintiff is doing here is seeking to reopen  
18 discovery entirely in this case. And, Your Honor, to that  
19 point in his effort to reopen discovery plaintiff didn't meet  
20 and confer. I received a letter, an email from plaintiff  
21 asking about the production of a small volume of documents.  
22 And I asked to schedule a call with plaintiff, because we're  
23 amenable to providing documents to plaintiff that are from  
24 those board of directors meetings. We think plaintiff already  
25 has it, but we'll provide them and we'll give them to him for

1 the depositions that are remaining. But there's no reason to  
2 reopen discovery here. That's what plaintiff sought to do.  
3 He didn't meet and confer on that issue; he simply filed his  
4 motion on Wednesday after I sent him an email on Tuesday  
5 asking to meet and confer on Thursday.

6 So he hasn't complied with the rules here, he  
7 doesn't need the discovery. He's seeking to push the trial  
8 date back. The motion should be denied.

9 THE COURT: Thank you.

10 Ms. Hendricks.

11 MS. HENDRICKS: From the company's perspective, Your  
12 Honor, I think there's one thing that needs to be very clear  
13 here. The company has gone through a great amount of expense  
14 and had a heavy burden in this case in producing documents.  
15 We've twice had to go back and do electronic data pool. And I  
16 don't want this to be another situation where the company has  
17 to go back and do another electronic pool and we have to come  
18 with new search terms. It's a very burdensome process.  
19 Discovery is closed.

20 THE COURT: This is a really limited group of  
21 documents that he's asking for at this time, though.

22 MS. HENDRICKS: And if Your Honor is inclined to  
23 allow him to have limited documents, I would request that the  
24 order be clear that we don't have to do an electronic data  
25 pool and allow the directors and employees to self identify

1 those documents. And, of course, the company could produce  
2 the minutes related to the specific board meetings. But I  
3 think it's very narrow, and I don't want this to turn into a  
4 huge ordeal and cost and expense to the company unnecessarily.

5 And in regard to the depositions, too. We just  
6 don't see any basis for all of the directors to be redeposed  
7 for three hours each on what should really be a very narrow  
8 and limited issue.

9 THE COURT: Thank you.

10 Mr. Krum.

11 MR. KRUM: Thank you, Your Honor. The issue is what  
12 did each of the individual director defendants do, if  
13 anything, to undertake to make an informed, good-faith  
14 response to the offer. Plaintiff attending a board of  
15 directors meeting is not a substitute for counsel for  
16 plaintiff obtaining documents and testimony. Thank you.

17 THE COURT: The motion is granted in part. A  
18 30(b)(6) from the company related to the offer and the reasons  
19 it was not pursued may be taken not to exceed two hours. Plus  
20 the document requests that were attached may be responded to  
21 within 15 days, but no additional or third-party discovery  
22 will occur.

23 MR. KRUM: Your Honor, point of clarification.

24 THE COURT: Yes.

25 MR. KRUM: We have three unfinished director

1 depositions.

2 THE COURT: You can ask the questions at the  
3 director depositions that are going on, but I'm not going to  
4 increase your time on them.

5 MR. KRUM: Very well. Thank you.

6 THE COURT: Okay. So do you want to go to your  
7 motion to compel related to the advice of counsel events?

8 MR. KRUM: Your Honor, on the motion to compel with  
9 respect to advice of counsel I have three points, timing,  
10 waiver, and the Garner Doctrine.

11 On timing there was no delay, much less bad-faith  
12 delay. We had depositions continuously from the end of April  
13 into mid July and therefore did not identify this issue until  
14 June when I was preparing to resume deposition for Kane or  
15 Adams or both. I intended to call the question at Mr. Adams's  
16 deposition on June 30, but it was postponed that morning due  
17 to a medical condition of Mr. Adams. That deposition hasn't  
18 concluded in part because disposition of this motion could  
19 change the scope of it.

20 We then lost about three weeks because an email I  
21 sent from my cell phone over the Fourth of July weekend with  
22 comments on a draft did not send. It's nobody's fault but  
23 mine. I didn't realize that till three weeks later. We  
24 prepared our draft on the 26th, we corresponded with counsel  
25 the 28th, they told us they disagreed. We couldn't get it

1 done the next day.

2           Waiver. The oppositions mischaracterize the claims  
3 arising from the September 20, 2015, decision to authorize the  
4 exercise of this supposed option. The issue is not merely  
5 waste, it's also in fact fundamentally entrenchment, including  
6 in particular that there was no effort to make an informed,  
7 good-faith decision, best interests of the company by Mr.  
8 Adams and Mr. Kane. There's a long, long history here. I  
9 can't -- I don't have 20 minutes to talk about this, so I'm  
10 just going to say the record is amazing that they did, and  
11 this issue floating around since April and then expeditiously  
12 in two days' time made a decision in September.

13           When asked about the basis in which they made the  
14 challenged decision they volunteered that they relied on  
15 counsel. So the oppositions argue, well, they haven't  
16 specifically pled reliance of counsel as an affirmative  
17 defense. However, Your Honor, they did plead that they  
18 complied with the statute, 78.138, and the statute includes  
19 that a director may rely on the advice of counsel as to  
20 matters reasonably believed to be within that person's  
21 professional expertise. So they didn't just testify that they  
22 were privy to a communication. They testified they made a  
23 decision based on the advice of counsel. They raised the  
24 issue, we didn't raise it.

25           So the question is is this game playing that they



1 haven't pleaded advice of counsel as an affirmative defense?  
2 Is this so we don't get discovery, we can't raise this in  
3 summary judgment and then we get blindsided at trial? The  
4 bottom line on this particular issue, Your Honor, is either  
5 they should turn over the attorney-client communications or  
6 they should have barred from asserting that reliance as a  
7 defense.

8           Now, the Garner Doctrine isn't a privilege issue in  
9 the sense that it's not about the scope of the privilege. The  
10 Nevada statute doesn't apply. The issue isn't raised as it is  
11 in the T&E litigation. It's raised in a complaint bringing  
12 derivative claims. So -- and the Sands case obviously is  
13 inapposite. You know that, and I know that. Converge, the  
14 case they cite, is one in which the plaintiffs raised the  
15 issue. So short and simple point, they raised the issue, we  
16 didn't, and they can't have it both ways. Thank you, Your  
17 Honor.

18           MR. SEARCY: Your Honor, I'll skip to the merits  
19 very quickly on this motion. The defendants -- the director  
20 defendants never raised an advice of counsel defense. At the  
21 depositions that were cited to by Mr. Krum the defendants  
22 never sought to introduce any of the privileged information  
23 contained in any privileged communications in those  
24 depositions. In fact, they were specifically instructed not  
25 to answer. The facts are that my clients were asked if they

1 sought advice of counsel, and, like careful directors in  
2 the midst of this controversy and dispute they did. They  
3 answered the foundational questions that they sought advice  
4 from attorneys. They didn't disclose that advice. We don't  
5 intend to disclose that advice at trial, Your Honor. We  
6 intend to maintain the privilege. So there's really no basis  
7 to compel --

8 THE COURT: So then you're not going to be able to  
9 say that they sought advice of counsel and relied upon it if  
10 you are not going to reveal the advice they received or the  
11 information that was given to them if it's part of the  
12 fiduciary duty claim.

13 MR. KRUM: Correct, Your Honor.

14 THE COURT: You understand that; right? You can't  
15 -- you can't have it both ways, Mr. Searcy.

16 MR. SEARCY: No. And we're not seeking to have it  
17 both ways, Your Honor. But in terms of the foundational  
18 question that was asked of the directors, did you seek advice  
19 of counsel, they answered that question truthfully. If  
20 they're going to be asked that question at trial, then  
21 certainly they have to be able to answer that question as a  
22 yes foundationally if they're asked by plaintiff. We don't --

23 THE COURT: Okay. Let me --

24 MR. SEARCY: -- any intention.

25 THE COURT: Are you relying upon the advice counsel

1 gave them for purposes of their making the decision related to  
2 that stock option?

3 MR. SEARCY: Your Honor, I think the answer is that  
4 the directors certainly considered that advice. We don't  
5 intend, however, to introduce that advice at trial. And we  
6 don't intend to say that --

7 THE COURT: That's not the issue, Mr. Searcy.  
8 Anything else?

9 MR. SEARCY: Your Honor, in addition to that the  
10 defendants here -- first of all, they haven't waived. Second  
11 of all, they couldn't waive even if they wanted to. The  
12 privilege belongs to the corporation.

13 THE COURT: Absolutely.

14 MR. SEARCY: Ms. Hendricks is going to address that  
15 issue momentarily, and I don't want to take too much of her  
16 time. But the fact of the matter is we don't intend to  
17 introduce the advice that was given to us at trial as part of  
18 the defense of the directors.

19 THE COURT: Okay. Ms. Hendricks, I understand it's  
20 the company's privilege, but they can't have it both ways.

21 MS. HENDRICKS: Well, Your Honor, I think we're  
22 missing a fundamental piece of this puzzle when we're talking  
23 about what's really at issue here. Because if you look at  
24 what's in the first amended complaint and if you look at the  
25 documents that have been filed in the probate case before Your

1 Honor, plaintiff has repeatedly indicated that the estate held  
2 the right to that stock option. It was issued to Cotter, Sr.,  
3 before his death. That is not at issue in this case.  
4 Plaintiff has acknowledged the estate held the right to  
5 exercise that option. And that is really what we're looking  
6 at. And the questions that were posed to Kane and Adams in  
7 their deposition does the estate hold that option or not.  
8 This is a personal issue for Cotter, Jr. This is not a  
9 derivative issue. And I think we create a dangerous slippery  
10 slope if we apply the Garner Doctrine and allow a waiver in  
11 this case, because Nevada has very limited exceptions to the  
12 privilege rule. Those are set out in statute. And what  
13 plaintiff is asking you to do is to create a new exception and  
14 say, hey, I'm a shareholder in this case so I'm entitled to  
15 the communication with counsel.

16 This is not an issue like the trademark cases where  
17 the advice of counsel provided a basis for them asserting a  
18 claim and is the fundamental part of the case. This is an  
19 issue that has been created by plaintiff. And, as we set out  
20 in our brief, we believe the privilege is held by the company.  
21 We've been very clear in protecting that privilege throughout  
22 the course of this case. And, again, it's not -- it doesn't  
23 go to an issue other than a personal issue of plaintiff. It  
24 seems pretty simple to me here that, you know, plaintiff wants  
25 this information because he's trying to get control of the

1 stock. The stock is in the probate, and Your Honor allowed  
2 the exercise of the stock to probate, and plaintiff has  
3 admitted that the estate held that right. So there's not any  
4 additional issues that are part of this derivative case that  
5 would give rise to a waiver of the attorney-client or entitle  
6 plaintiff to receive that information in this case, Your  
7 Honor.

8 THE COURT: To the extent any of the directors  
9 relied upon advice of counsel in performing their duties which  
10 are subject of the breach of fiduciary duty claim, which  
11 includes this, they can't also protect the communication even  
12 though it's the company's privilege. So you all have to make  
13 a decision.

14 So your motion's granted, Mr. Krum.

15 MR. KRUM: Thank you, Your Honor.

16 MS. HENDRICKS: Your Honor, if I can just seek  
17 clarification. The request was very broad in nature and also  
18 seeks work product information from counsel.

19 THE COURT: It's only the information that was  
20 provided to the board members in the course of their making  
21 their decision. That's all it is.

22 MS. HENDRICKS: Right.

23 THE COURT: Because the statute allows them  
24 protection when they rely upon advice of certain kinds of  
25 professionals even if that advice is wrong.

1 MS. HENDRICKS: Understand, Your Honor.

2 THE COURT: But it doesn't mean that all of the  
3 thought processes of the lawyers necessarily will go in unless  
4 that was delivered to the attorneys.

5 MS. HENDRICKS: Okay. Thank you for the  
6 clarification.

7 MR. SEARCY: May I also seek some clarification?  
8 Because this will impact the presentation at trial  
9 potentially, as well as how cross-examination of the directors  
10 takes place. If, for example -- if plaintiff asks my  
11 directors at trial, did you receive advice of counsel, is that  
12 an objectionable question? Is he prevented from being able to  
13 ask that question?

14 THE COURT: I do not know at this stage if the  
15 actions that your clients have taken related to the exercise  
16 of the option was information directly related to the  
17 communications from counsel. So it may be appropriate for a  
18 motion in limine to not permit that to go to the jury, because  
19 it is not information for which you will be seeking protection  
20 under the business judgment rule. Because that's where all  
21 this comes from, is the business judgment rule.

22 MR. SEARCY: I understand, Your Honor.

23 THE COURT: But I'm going to let him do the  
24 discovery.

25 MR. SEARCY: Well, I understand. I just want to

1 understand the parameters as this goes forward. You're saying  
2 that because -- if the directors testify at trial that they  
3 received advice from counsel, not that they disclosed the  
4 substance of the communications, but saying that they received  
5 it, that that would be enough so that he's allowed to inquire  
6 into the substance of the communications?

7 THE COURT: If your clients are relying upon the  
8 business judgment rule to defend their decision and as part of  
9 their activities under the business judgment rule relied upon  
10 the advice of certain professionals in conducting themselves,  
11 that advice is fair game. And I understand that that's a  
12 frustrating process for you, but that's the way the Nevada  
13 statute is written. You can't take advantage of that advice  
14 and then not tell anybody what it was.

15 MR. SEARCY: I understand, Your Honor. I think that  
16 there may be two separate issues. But I understand what Your  
17 Honor has said, and I don't want to belabor the issue now that  
18 the Court has spoken.

19 THE COURT: Okay. Anything else? Goodbye.

20 MR. KRUM: There's one more, Your Honor.

21 THE COURT: Okay.

22 MR. KRUM: If I may ask how much time I have.

23 THE COURT: None.

24 MR. KRUM: No. Really?

25 MR. WONG: Four minutes, 38 seconds.

1           MR. KRUM: I've barely past halfway. I won't use it  
2 all, Your Honor, I promise.

3           Okay. Your Honor, this is the motion to seek  
4 limited discovery --

5           THE COURT: I've got it.

6           MR. KRUM: -- in connection with the October 6  
7 hearing regarding the settlement.

8           THE COURT: I've got it.

9           MR. KRUM: So in ruling on the motion on October 6th  
10 the Court must consider the process by which the settlement  
11 was procured, not only the terms of the settlement itself.  
12 Does the record before the Court reflect a prima facie showing  
13 questioning the legitimacy of the process by which that  
14 settlement was reached, including possibly that it was  
15 collusive? Yes, I submit. First, the record provided by the  
16 settling parties is completely devoid of information regarding  
17 settlement negotiations. It therefore fails to show an arm's-  
18 length good-faith bargaining. That fact alone warrants  
19 discovery about the process.

20           Second, without getting ahead into the substantive  
21 objections with respect to the settlement itself, it is  
22 noteworthy for today's purposes that in exchange for literally  
23 nothing the settling plaintiffs provided what appeared to be a  
24 very broad release. Why? Well, the record provides no  
25 answers. And there's an unsubstantiated conclusion by the



1 plaintiffs themselves in a press release that says the board's  
2 going to take care of us. Well, this was by people who didn't  
3 know what the board was doing and not doing at the time they  
4 were negotiating a settlement. So for that independent  
5 reason, Your Honor, discovery regarding settlement negotiation  
6 is appropriate.

7 Third, as the Khan -- Khan, K-A-H-N -- case shows,  
8 in any circumstance in which a settlement is struck with only  
9 one of two or more sets of plaintiffs that fact alone gives  
10 rise to serious questions about collusion. In Khan the court  
11 scheduled a preliminary injunction hearing. It didn't grant  
12 one.

13 Finally, regretfully, I'm obliged to speak to the  
14 subject of trading in RDI stock. I was pleased that the  
15 individuals submitted declarations, and then I read them.  
16 They do not speak to whether the individual plaintiffs traded  
17 in RDI stock the first 12 days of July, which presumably is  
18 when they were negotiating and finalizing the settlement  
19 agreement which was signed in the July 10 to 12 time frame and  
20 made public on July 12. And, likewise, the company doesn't  
21 address whether it bought stock in the market at that point in  
22 time. Two of the cases that the interested director  
23 defendants previously cited in their motion to disqualify,  
24 Netezza [phonetic] and Sample, were cases in which the  
25 shareholder plaintiffs got crosswise with the chancellor

1 because in one or both of them they traded in the possession  
2 of information that a settlement agreement in principle had  
3 been reached before it was made public. So the failure to  
4 speak to that subject, regretfully, I think necessitates that  
5 discovery, as well. Thank you, Your Honor.

6 THE COURT: Thank you.

7 Ms. Hendricks.

8 MS. HENDRICKS: Thank you, Your Honor. What I have  
9 not heard from plaintiff today or in the briefs that were  
10 filed is any reference to the caselaw on the issue of  
11 settlement negotiations. It is very clear that settlement  
12 negotiations are intended to be confidential. There's a  
13 wealth of caselaw. We cited it in our brief, and I'm not  
14 going to reiterate it as I speak today. But there is only one  
15 limited exception to that, and that would be if there were  
16 actually prima facie evidence of collusion. There is no prima  
17 facie evidence of collusion here. What plaintiff has done is  
18 created two issues that are both based on a false premise.  
19 First plaintiff provides you a snapshot for a limited trading  
20 period and says, well, look, there's a spike in trading, that  
21 must mean there was collusion. We set forth in our brief and  
22 explained that the daily volume of trading fluctuates, that  
23 the pattern of RDI trading is very similar to that of the  
24 NASDAQ trading, and the period that plaintiff tried to isolate  
25 and suggests indicates collusion is not a stand-out period.

1 In fact, January, when nothing was happening in this case, was  
2 a heavier trading period.

3 And I think the fact that we did receive  
4 declarations from the T2 plaintiffs indicating that for the  
5 period which plaintiff raised a question about that they did  
6 not trade is very significant, Your Honor. And the fact that  
7 plaintiff now wants to change the time period and wants  
8 declarations regarding different dates I think is telling as  
9 to the moving target that the parties are trying to face here.

10 The cases plaintiff cites don't support his position  
11 that he's entitled to communications with counsel and  
12 communications regarding what went into the settlement  
13 negotiations in this case. And the Khan case which he talks  
14 about is actually interesting. In that case the reason that  
15 some discovery was allowed is because that there was a concern  
16 that the settling plaintiffs were motivated by the prospect of  
17 a fee award and that attorneys were getting a huge fee award  
18 and there wasn't much going to the company. That is not the  
19 case that we have here. The parties have been very  
20 forthcoming about the settlement, the settlement agreement has  
21 been provided to the Court, it's posted on RDI's Website.  
22 Additionally, we went to great lengths to prepare a detailed  
23 notice to all shareholders that explained the terms of the  
24 agreement and what went into the settlement itself.

25 RDI does get a benefit from the settlement. The

1 fact that it does not have to advance costs to the individual  
2 defendants for their claims is significant, and the fact that  
3 they're not paying any attorney fees related to the award is  
4 also a significant factor. I know Mr. Robertson's on the  
5 phone, and he can address specific issues related to the T2  
6 plaintiffs, but it's clear, Your Honor, that they don't have a  
7 right to the information that they're seeking.

8 THE COURT: Thank you, Ms. Hendricks.

9 Mr. Robertson, was there anything you wanted to add?

10 MR. ROBERTSON: Only that the declarations that we  
11 provided from the -- from my clients, Your Honor, addressed  
12 the two-week period that Mr. Krum identified in his moving  
13 papers. Now he's changing the timeline and says he wants to  
14 know about trading activity in July. That wasn't raised by  
15 him. It's just a fishing expedition. And the queues that  
16 were filed by RDI either the quarter before or the quarter  
17 after indicate that the company's repurchase program was  
18 consistent, there was no unusual activity to explain this,  
19 quote, "unusual trading period."

20 THE COURT: Thank you.

21 Mr. Krum, anything else?

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

23 The cases cited in the oppositions are inapposite.  
24 Some of them are beyond that. The interested director  
25 defendants cite a case called Lobatz [phonetic], but the

1 opinion says, the issue's not before the court, it was raised  
2 below but not before the court.

3 The settlement issue is what the Court has to decide  
4 on October 6th. I don't need to belabor that. We're not  
5 talking about a settlement in the ordinary course of a  
6 lawsuit. We're talking about a settlement that's being  
7 submitted to the Court for approval.

8 As to the individuals I'm perfectly happy to receive  
9 a declaration about what their trading was. Presuming it's  
10 nothing, then I don't need to depose them about that. I'm  
11 fine with that. That doesn't change the fact that the  
12 record's devoid of information about the settlement process.  
13 And when you put that in the context of the terms of the  
14 settlement, how did they do this, how do they get there, how  
15 are they going to show the Court it was a good-faith arm's-  
16 length negotiation? They can't. And if they'd done so, I  
17 wouldn't have to have brought this motion. Thank you, Your  
18 Honor.

19 THE COURT: Thank you.

20 The motion is denied. It's not appropriate to do  
21 the discovery that is being requested on the motion for  
22 approval of the class settlement.

23 Anything else?

24 MR. KRUM: Thank you, Your Honor.

25 THE PROCEEDINGS CONCLUDED AT 9:31 A.M.

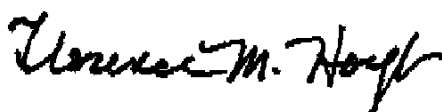
**CERTIFICATION**

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.

**FLORENCE HOYT  
Las Vegas, Nevada 89146**

  
\_\_\_\_\_  
FLORENCE M. HOYT, TRANSCRIBER

8/30/16

\_\_\_\_\_  
DATE

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# EXHIBIT X

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**Cowden, Tami D. (OfCnsI-LV-LT)**

---

**To:** Rosehill, Andrea (Secy-LV-LT); Sheffield, Megan (Para-NY-LT)  
**Subject:** RE: RDI

---

**From:** Godfrey, Leslie S. (Shld-LV-LT)  
**Sent:** Thursday, December 17, 2015 8:52 AM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Subject:** Fwd: RDI

Sent from my T-Mobile 4G LTE Device

----- Original message -----

**From:** "Krum, Mark"  
**Date:** 12/17/2015 8:20 AM (GMT-08:00)  
**To:** "Godfrey, Leslie S. (Shld-LV-LT)"  
**Cc:** "Hudgens, Marla", "Sodorff, Stephanie"  
**Subject:** RDI

Leslie,

Attached is a preliminary list of supplemental searches which, together with what I understand you have prepared or are preparing, should suffice to start the next round/iterative process. Please send us the revised, combined list for review and comment. Thanks.

Mark

**LEWIS ROCA  
ROTHGERBER**

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(director or officer or Adams or Kane) w/10 (questionnaire or disclosure for independence)

Adams w/5 (Shadow or Cecelia or captive or insurance or income)

(Kane or Ed) w/5 uncle

(Guy or Adams or Ellen or Cotter or interim or search) w/5 (CEO or Chief Executive Officer)

(communication or relations) w/5 (shareholder or investor)

(RDi or Reading or company) w/5 (public or private)

(Orpheum or Stomp or producers) w/5 (lease or terminate)

(Margaret or MC or experience) w/5 (real estate or develop or Cinemas 1, 2 & 3 or Union Square)

(candidate or nominee) w/5 (board or director)

(retention or termination or replacement) w/5 (James or Jim or Jimmy or Jr. or junior or JJC or Cotter Jr.)

(committee or ombudsman) w/5 (Storey or Gould)

(Akin or Gump or Reddick or McLaughlin or \_\_\_\_\_[SEE Privilege LOG] w/10 (James or Jim or Jimmy or Jr. or junior or JJC or Cotter Jr. or employment or termination or President or CEO)

(consensual or resolve or settle or mediate) w/5 (trust or estate or litigation or Sussman)

(annual shareholder or ASM or election) w/5 2015

(special or nominating) w/5 committee

(annual shareholder or ASM or election) w/5 (First Coast or inspector)

(class B or voting) w/5 (option or exercise or stock)

(option or exercise or stock) w/10 (committee or board or director)

(option or exercise or stock) w/10 (approve or consent or reject or object)

Codding

Wrotniak

Fehimi

Barok w/10 (director or board or nominee)

voting w/1 trust

control w/3 company

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# EXHIBIT Y

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**Cowden, Tami D. (OfCnsl-LV-LT)**

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**To:** Sheffield, Megan (Para-NY-LT)  
**Subject:** RE: RDI

**From:** Hendricks, Kara (Shld-LV-LT)  
**Sent:** Tuesday, April 19, 2016 6:25 PM  
**To:** Krum, Mark  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Sheffield, Megan (Para-NY-LT)  
**Subject:** RE: RDI

Mark,

As I mentioned in court this morning, we have taken additional steps to search the data we have collected with the "new" search terms. Attached is the list of terms that we have been negotiating. We ran all of these terms except those listed in red (we feel the terms/phrases in red were covered with the previous list of terms we agreed to).

These hits (plus families) resulted in 30,171 documents. Our vendor de-duplicated and used an email threading analysis on these documents - and then we batched for review all documents with a predictive coding score of 70 or higher (same score we've been using throughout this litigation) for a count of 7,186 documents. We have a team reviewing these documents now and will produce non privileged responsive documents on a rolling basis.

Please let me know if you would like to discuss.

Kara

---

**From:** Krum, Mark [<mailto:MKrum@lrrc.com>]  
**Sent:** Monday, April 04, 2016 1:26 PM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Sheffield, Megan (Para-NY-LT)  
**Subject:** RE: RDI

Kara,

This is confounding, to say the least.

It is apparent to us that the problematic search terms are largely terms we collectively modified and resolved months ago. "Cotter w/5 CEO" and "Cotter w/5 Chief Executive Officer" previously were refined and superseded by adding additional words to narrow them.

The same solutions obviously apply to "Ellen w/5 CEO" and "Ellen w/5 Chief Executive Officer," "interim w/5 CEO" and "interim w/5 Chief Executive Officer." We all know that the requests are directed at documents concerning Adams and/or Ellen becoming interim CEO. Simply combine the searches, meaning include "Ellen" and "Adams" with "interim" and "CEO."

As to Ellen and the CEO position, "Ellen" should be run w/2 of CEO and Chief Executive to reduce the number of hits. The same can be done to for what was run as "search w/5 CEO" and "search w/5 Chief Executive Officer," as well as "special w/5 committee" and "candidate w/5 director."

As far as other seemingly high hits, "experience w/5 real estate" and "Margaret w/5 real estate" also may be remedied by changing them to w/2 and/or adding search terms such as "director" and "development," given that the Company at one point was searching to hire a "director of real estate" with real estate "development" experience.

It seems as though obvious search term to pull some of the same documents, namely, "Korn Ferry," "KF" and "KFI" also should be run.

I trust that much of this was done long ago and, if not, will be done promptly.

Mark

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---

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---

**From:** [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) [<mailto:hendricksk@gtlaw.com>]  
**Sent:** Thursday, March 17, 2016 9:34 PM  
**To:** Krum, Mark  
**Cc:** [ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com); [sheffieldm@gtlaw.com](mailto:sheffieldm@gtlaw.com)  
**Subject:** FW: RDI

Mark,

Here is the last correspondence regarding the "new" search terms.

Kara's

---

**From:** Hendricks, Kara (Shld-LV-LT)  
**Sent:** Friday, January 29, 2016 4:52 PM  
**To:** 'Krum, Mark'  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT); Sheffield, Megan (Para-NY-LT)  
**Subject:** RE: RDI

Mark,

We ran the new proposed search terms and after duplicates were removed and threading analytics applied we still have over 50,000 documents that would need to be reviewed. I asked our vendor to prepare a summary of the information to aid further discussion and it is attached. You will see that the documents are separated into two categories, documents that we have already loaded into Relativity based on previous searches and documents that have not been loaded into Relativity. As such to fully understand the amount of data available, you have to look at both columns. Obviously, we need to prioritize and come up with a way to narrow this data down.

Please let me know when you are available to discuss.

Kara

---

**From:** Hendricks, Kara (Shld-LV-LT)  
**Sent:** Thursday, January 14, 2016 10:59 AM  
**To:** 'Krum, Mark'  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT)  
**Subject:** RE: RDI

Mark,

In follow-up to my comments last night, attached are the search terms I propose having our vendor run. Again if we get a crazy amount of hits for a particular term or terms I would like to discuss the issue further prior to loading the data for review.

Kara

---

**From:** Hendricks, Kara (Shld-LV-LT)  
**Sent:** Wednesday, January 13, 2016 5:47 PM  
**To:** 'Krum, Mark'  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT)  
**Subject:** RE: RDI

Mark,

Since we did not immediately hear from you, I had our vendor run the old search terms through the new data we collected and ran the predictive coding model. What this means is that we will be able to start reviewing the new data based on the original search terms and predictive coding model shortly. Based on the information I received today, there are approximately 6400 documents that meet this criteria. However, we are hoping that we can reduce the number further by electronically removing duplicates.

For your new requests and the new search terms, are there any date restrictions we can apply? I will remove the terms that are already captured and add the clarification provided below and instruct our vendor to run the searches. If we get a huge number of hits I would like have a further discussion regarding narrowing the requests before we start the review process. Please let me know if this is acceptable. I will also talk to the client about the Akin Gump engagement letter but suggest for now we do not include the related terms in our next search.

Kara

---

**From:** Krum, Mark [mailto:MKrum@lrrc.com]  
**Sent:** Tuesday, January 12, 2016 3:17 PM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT)  
**Subject:** RE: RDI

Kara,

I missed your email below over the holidays.

As to those instances in which you state "already captured," I understand that to be advice that the search has been done previously and you do not intend to do it again. We do not expect you to repeat searches. Provided that the entire database was searched.

As to the first one, "uncle" should suffice to obviate any overbreadth issues.

As to the search for which you suggest "take private," please add "go private."

On the Akin Gump search, we expect the engagement letter to be produced, along with nonprivileged communications. Given that you already logged many such documents, and given that we are prepared to narrow the time frame to cover particular events, we should be able to make this work. It may require a call. I can be available tomorrow morning.

Susman (or Sussman, if that is the correct spelling) needs to be captured. For the Company, it likely will produce little if anything.

Mark

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**From:** [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) [<mailto:hendricksk@gtlaw.com>]  
**Sent:** Monday, December 28, 2015 7:04 PM  
**To:** Krum, Mark  
**Cc:** [ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com); [godfrey1@gtlaw.com](mailto:godfrey1@gtlaw.com)  
**Subject:** RE: RDI

Mark,

I wanted to follow-up regarding a couple of pending issues:

First, **in regard to search terms and document review-** please see our comments regarding the new search terms you proposed in the attached document. We believe some of your proposed terms are overly broad and/or were captured in the initial searches that were run. Please let me know if you would like to schedule a call to discuss. Additionally, for those that are not highlighted and where comments are not provided, we are willing to run the searches and see what we come up with. However, we are once again concerned about the number of hits that we will get and the amount of review time that will be necessary and reserve our right to try and further narrow the terms if necessary. Additionally, we would like to talk to you about the logistics associated with running searches on the original data that was collected and on the "new data" that we are in the process of collecting. Do you have some availability on Wednesday for a call?

Second, **in response to your email below regarding privileged and redacted documents that Mr. Cotter was copied on,** I do think that your concerns will be eliminated when the hard drive is provided to Mr. Cotter in the CA case. However, I have no new information on the status of confidentiality order in the CA action. As such, for documents that we collected electronically that are on our privilege log and that Mr. Cotter is named and/or copied on, we should be able to electronically identify those documents. With the understanding that we are not waiving and you will protect RDI's

privilege as to the documents and your agreement not to disclose those documents to counsel for the interveners or other third parties we will provide such documents to you under separate cover. We anticipate doing another supplemental production this week to all parties in the litigation which will include a large supplement to our privilege log. After the supplemental production is served, I will have our paralegal switch her attention to this project.

Kara

---

**From:** Krum, Mark [<mailto:MKrum@lrrlaw.com>]  
**Sent:** Tuesday, December 22, 2015 5:54 PM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT)  
**Subject:** RE: RDI

Kara,

The short answer, without looking back at any of the privilege logs or documents, is that documents have been withheld and logged and have been redacted based on claims of privilege even though Mr. Cotter was copied on the documents at the time.

Mark

**LEWIS ROCA  
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---

**From:** [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) [<mailto:hendricksk@gtlaw.com>]  
**Sent:** Tuesday, December 22, 2015 5:49 PM  
**To:** Krum, Mark  
**Cc:** [ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com); [godfreyl@gtlaw.com](mailto:godfreyl@gtlaw.com)  
**Subject:** RE: RDI

Mark,

My understanding is that you were looking for copies of emails and other communications that would be on Mr. Cotter's computer that we believe are privileged and thus if we provide a copy of what we imaged from his machine you would have the information you were looking for. I will go back and take a closer look at your prior correspondence with Lance. Are there specific documents from our privilege log and/or other information you are looking for?

Kara

---

**From:** Krum, Mark [<mailto:MKrum@lrrlaw.com>]  
**Sent:** Tuesday, December 22, 2015 4:46 PM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Cc:** Ferrario, Mark E. (Shld-LV-LT); Godfrey, Leslie S. (Shld-LV-LT)  
**Subject:** RE: RDI

Kara,



Thanks for the prompt response.

Perhaps I am missing something, but I do not see what the California Trust Action has to do with an issue I have been discussing with GT attorneys for what surely is at least two months, namely, the fact that the Company and individual defendants have on the basis of claims of privilege by the Company withheld from my client documents and portions of documents to which he was and/or is privy as an officer, director or both. I have acknowledged in writing as requested by Lance that we understand that the Company claims privilege as to these documents and portions of documents, that it is the Company's privilege to claim, that my client cannot waive it and that he will not undertake to do so. Consistent with the foregoing, I have agreed not to disclose those documents or portions of documents, as the case may be, to counsel for the interveners. If I had been asked, I also would have affirmed that I will not share them with Mr. Cotter's counsel in the California Trust Action. With that as the context, why do my client and I need to wait on lawyers in another proceeding, the California Trust Action, for anything?

Separately, these documents are not found solely on the computer to which you refer. If the point of that reference is to insure that Mr. Cotter previously had access to the documents, I do not understand why, given that he remains a director. Please advise.

Thanks.

Mark

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---

**From:** [hendricksk@gtlaw.com](mailto:hendricksk@gtlaw.com) [<mailto:hendricksk@gtlaw.com>]  
**Sent:** Tuesday, December 22, 2015 2:08 PM  
**To:** Krum, Mark  
**Cc:** [ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com); [godfrey@gtlaw.com](mailto:godfrey@gtlaw.com)  
**Subject:** RE: RDI

Mark,

In regard to providing a copy of the data that was imaged from Cotter Jr.'s work computer, we sent a letter to counsel in the CA Trust action on December 14<sup>th</sup> requesting that a protective order be put in place in CA so that T2 and others would not have access to the data we will be producing. We also spoke with Meg Lodsie who is counsel for Ellen and Margaret and she was going to circulate a proposed protective order that is similar to what we have in place in Nevada for signature. Unfortunately, we have not heard back. I have attached a copy of the letter that was sent hereto. If you could help facilitate getting the protective order in place it would be greatly appreciated. We should be in a position to turn over the data within a few days of receiving confirmation that a protective order is in place.

We are fine with providing additional time for the discovery responses and will calendar January 13<sup>th</sup> as the agreed upon due date.

Also, we have some comments regarding the new search terms you proposed and will be in touch shortly to discuss.

Kara

---

**From:** Krum, Mark [mailto:MKrum@lrrlaw.com]  
**Sent:** Tuesday, December 22, 2015 12:05 PM  
**To:** Hendricks, Kara (Shld-LV-LT)  
**Cc:** Ferrario, Mark E. (Shld-LV-LT)  
**Subject:** RDI

Kara,

In further response to your December 4 letter, please advise as to the status of the documents RDI will turn over to obviate the privilege issue, which is discussed in the paragraph of your letter beginning "First."

As to the document requests to which you have requested supplemental responses, thirty (30) days from your letter is January 3, the first day of business after the holidays. I can say with a high degree of confidence that we will need additional time, likely in the 10 day range. Please let me know if that is satisfactory.

Mark

**LEWIS ROCA  
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## Terms Summary

Term
Adams w/10 disclosure
Adams w/10 independence
Adams w/10 questionnaire
Adams w/5 captive
Adams w/5 Cecelia
Adams w/5 CEO
Adams w/5 Chief Executive Officer
Adams w/5 income
Adams w/5 insurance
Adams w/5 Shadow
annual shareholder w/5 2015
annual shareholder w/5 First Coast
annual shareholder w/5 inspector
ASM w/5 2015
ASM w/5 First Coast
ASM w/5 inspector
Barok w/10 board
Barok w/10 director
Barok w/10 nominee
candidate w/5 board
candidate w/5 director
Codding
committee w/5 Gould
committee w/5 Storey
company w/5 go private
company w/5 take private
consensual w/5 Sussman
Cotter w/5 CEO
Cotter w/5 Chief Executive Officer
director w/10 disclosure
director w/10 independence
director w/10 questionnaire
Ed w/5 uncle
election w/5 2015
election w/5 First Coast
election w/5 inspector
Ellen w/5 CEO
Ellen w/5 Chief Executive Officer
experience w/5 "Cinemas 1, 2 & 3"

experience w/5 develop
experience w/5 real estate
experience w/5 Union Square
Fehimi
Guy w/5 CEO
Guy w/5 Chief Executive Officer
interim w/5 CEO
interim w/5 Chief Executive Officer
Kane w/10 disclosure
Kane w/10 independence
Kane w/10 questionnaire
Kane w/5 uncle
"Korn Ferry" or "KF"
Margaret w/5 "Cinemas 1, 2 & 3"
Margaret w/5 develop
Margaret w/2 real estate
Margaret w/2 Union Square
MC w/5 Cinemas 1 2 3
MC w/5 develop
MC w/5 real estate
MC w/5 Union Square
mediate w/5 Sussman
nominating w/5 committee
nominee w/5 board
nominee w/5 director
officer w/10 disclosure
officer w/10 independence
officer w/10 questionnaire
ombudsman w/5 Gould
ombudsman w/5 Storey
Orpheum w/5 lease
Orpheum w/5 terminate
producers w/5 lease
producers w/5 terminate
RDI w/5 go private
RDI w/5 take private
Reading w/5 go private
Reading w/5 take private
resolve w/5 Sussman
search w/5 CEO
search w/5 Chief Executive Officer
settle w/5 Sussman
special w/5 committee
Stomp w/5 lease
Stomp w/5 terminate
Wrotniak

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# EXHIBIT Z

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

Supreme Court Case No. 75053  
Consolidated with Case Nos.  
76981, 77648 & 77733

Electronically Filed  
Aug 30 2019 05:29 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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 LII  
JA12809– JA13058

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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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