

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

v.

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

Respondents.

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Case Nos. 76981, 77648 & 77733

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

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

Appeal (77648 & 76981)

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

JOINT APPENDIX TO OPENING BRIEFS  
FOR CASE NOS. 77648 & 76981  
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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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Attorneys for Respondent  
William Gould

Judge Elizabeth Gonzalez  
Eighth Judicial District  
court of  
Clark County, Nevada  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89101

By: /s/ Gabriela Mercado

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# EXHIBIT D

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1 **DECL**

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Telephone: (310) 201-2100

11 Facsimile: (310) 201-2110

12 Attorneys for Defendant William Gould

13  
14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16  
17 JAMES J. COTTER, JR., individually and  
on behalf of READING  
18 INTERNATIONAL, INC.,

19 Plaintiff,

20 vs.

21 MARGARET COTTER, et al.,

22 Defendant.

23 and

24 READING INTERNATIONAL, INC.,

25 Nominal Defendant.

Case No. A-15-719860-B

Dept. XI

Case No. P-14-082942-E

Dept. XI

Related and Coordinated Cases

**BUSINESS COURT**

**DECLARATION OF SHOSHANA E.  
BANNETT IN SUPPORT OF MOTION  
FOR FEES**

Assigned to Hon. Elizabeth Gonzalez

1                                   **DECLARATION OF SHOSHANA E. BANNETT**

2           I, Shoshana E. Barnett, declare as follows:

3           1.     I am an active member of the Bar of the State of California and an Associate  
4 with Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg & Rhow, A Professional  
5 Corporation (“BMBW”), which served as attorneys of record for Defendant William  
6 Gould (“Gould”) in this action. I make this declaration in support of RDI’s Motion for  
7 Attorneys’ Fees. Except for those matters stated on information and belief, I make this  
8 declaration based upon personal knowledge and, if called upon to do so, I could and would  
9 so testify.

10          2.     The attorneys’ fees incurred by Gould related to BMBW’s representation in  
11 this action total 1,149,357.50.

12          3.     BMBW’s fees for each month it provided services related to this action are:

13

Invoice Month	Amount Billed
July 2015	11,211.00
August 2015	13,870.50
September 2015	33,598.50
October 2015	40,992.00
November 2015	30,422.00
December 2015	22,511.50
January 2016	29,924.00
February 2016	53,361.50
March 2016	24,000.00
April 2016	58,748.50
May 2016	86,702.00
June 2016	74,683.50
July 2016	17,348.00
August 2016	71,924.00
September 2016	137,151.50
October 2016	136,321.50
November 2016	38,271.50
December 2016	10,080.50
January 2017	760.00
February 2017	2,527.50
March 2017	7,107.50
April 2017	3,332.50
May 2017	2,960.50
June 2017	8,950.00
July 2017	13,158.50
August 2017	0.00
September 2017	7,065.00
October 2017	10,567.50
November 2017	32,702.50

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Invoice Month	Amount Billed
December 2017	81,683.00
January 2018	22,120.00
February 2018	3,330.00
March 2018	5,846.50
April 2018	16,037.00
May 2018	30,159.50
June 2018	9,682.00
July 2018	246.00
<b>Total</b>	<b>1,149,357.50</b>

4. The name of the BMBW timekeepers who worked on this action and their hourly effective rates are set forth in **Exhibit 1**, hereto. The code PT indicates a partner. The code AS indicates an associate. The code PL indicates a paralegal or litigation support staff.

5. The amounts set forth above reflect for services rendered by BMBW include time spent on drafting pleadings, including several rounds of dispositive motions; drafting and preparing responses to discovery propounded by Plaintiff; facilitating electronic discovery collection; electronic document review and production; attending depositions of numerous witnesses many on multiple dates; reviewing documents produced by Plaintiff and the other Director Defendants and RDI; handling discovery motions; and preparing for and attending hearings, and preparing for trial, among other related items.

6. BMBW's attorneys diligently pursued this matter to conclusion, ensuring all tasks were assigned and performed timely and effectively.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I executed this declaration on September 6, 2018, at Los Angeles, California.

/s/ Shoshana E. Bannett

Shoshana E. Bannett

# Exhibit 1

Sorts: Actual employee code (Subtotal only)

Ranges:  
Include "Client code" from 4284 to 4284  
Include "Case suffix" from 2 to 2  
Include "Transaction date" from 01/01/1981 to 07/31/2018

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Cl code	Ca sfx	Act Emp	Actual employee name	Act Emp Cls	Actual employee class desc	Billable Hours	Billable Dollars	Effective Bill Rate
4284	2	ADB	Bowman, Ashley D.	AS	Associate	8.60	3,354.00	390.00
4284	2	ASB	Bender, Amy S.	PL	Paralegal	157.10	42,417.00	270.00
4284	2	AXM	McTernan, Andrew	AS	Associate	74.10	28,528.50	385.00
4284	2	BDM	Moore, Bonita D.	PT	Partner	131.80	73,149.00	555.00
4284	2	DEF	Findley, DeHavilland E.	PL	Paralegal	67.50	16,893.00	250.27
4284	2	EER	Rhow, Ekwan E.	PT	Partner	580.40	393,010.00	677.14
4284	2	EK	Kim, Emerson H.	AS	Associate	0.50	147.50	295.00
4284	2	HDV	Vera, Hernan D.	PT	Partner	130.30	69,710.50	535.00
4284	2	JKS	Liu, Joanne Seto	PL	Paralegal	124.20	33,649.50	270.93
4284	2	LDB	Biksa, Liene D.	PL	Paralegal	9.10	2,457.00	270.00
4284	2	PHJ	Jun, Patricia H.	AS	Associate	2.30	1,000.50	435.00
4284	2	SEB	Bannett, Shoshana E.	AS	Associate	1,341.80	479,116.00	357.07
4284	2	SVA	Allen, Stacey V.	PL	Paralegal	21.70	5,925.00	273.04
						-----	-----	
						2,649.40	1,149,357.50	
						=====	=====	

13 records printed.

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# EXHIBIT E

---

1 **DECL**  
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12 Attorneys for Defendant William Gould

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

17 Plaintiff,

18 v.

19 MARGARET COTTER, et al,

20 Defendants.

21  
22 In the Matter of the Estate of

23 JAMES J. COTTER,

24 Deceased.  
25  
26  
27  
28

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

**Coordinated with:**

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

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

**DECLARATION OF DONALD A.  
LATTIN IN SUPPORT OF MOTION  
FOR FEES**

JAMES J. COTTER, JR.,  
Plaintiff,  
v.  
READING INTERNATIONAL, INC., a  
Nevada corporation; DOES 1-100, and ROE  
ENTITIES, 1-100, inclusive,  
Defendants.

**DECLARATION OF DONALD A. LATTIN**

I, DONALD A. LATTIN, declare as follows:

1. I am a duly licensed attorney, authorized to practice law in the State of Nevada. I am a shareholder with the law firm of Maupin, Cox & LeGoy ("MCL"), co-counsel of record for William Gould ("Gould") in the above-captioned action with Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg & Rhow, P.C. ("BIRD, MARELLA").
2. The facts contained herein are of my personal knowledge, and if called upon, I could and would competently testify to them.
3. This declaration is submitted in support of Defendants' Motion for Attorneys' Fees.
4. The attorneys' fees and costs incurred by Mr. Gould related to MCL's representation in this action total \$57,284.39.
5. MCL's fees for each month it provided services related to this action are:

Invoice Month	Amount Billed
July 2015	\$1082.50
August 2015	\$3123.19
September 2015	\$8907.25
October and November 2015	\$1960.79
December 2015 and January 2016	\$720.00
February 2016	\$880.00
March 2016	\$2,250.50
April 2016	\$5,534.82
May 2016	\$923.50
June 2016	\$841.00
July 2016	\$547.37
August 2016	\$1,343.50
September 2016	\$2,211.50
October 2016	\$5,420.96
November and December 2016	\$1,275.93
January 2017	\$0
February 2017	\$0
March 2017	\$0



April 2017	\$683.50
May 2017	\$0
June 2017	\$320.00
July 2017	\$0
August 2017	\$0
September 2017	\$0
October 2017	\$0
November 2017	\$1,094
December 2017	\$643.50
January 2018	\$1,577.50
February 2018	\$588.22
March 2018	\$1,891.25
April and May 2018	\$8,320.43
June 2018	\$4,374.65
July 2018	\$540.00
August 2018	\$225.00
<b>Total</b>	<b>\$57,284.39</b>

6. The name of the MCL timekeepers who worked on this action and their hourly rates are as follows:

Donald A. Lattin: 400.00

Carolyn K. Renner: 300.00

Christopher Stanko: 180.00

7. The amounts set forth above reflect services rendered by MCL time spent as co-counsel with the law firm of BIRD, MARELLA in order to defend all claims made by Plaintiffs against our clients in this matter. This included drafting legal memoranda, appearing in court and providing input on Nevada law to our co-counsel, BIRD, MARELLA.

8. The amount of attorneys' fees and costs incurred by Gould in this action are reasonable for the reasons set forth in the Motion.

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

Executed on this 6<sup>th</sup> day of September, 2018.

  
Donald A. Lattin, Esq.

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# EXHIBIT F

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DEC 12 2017

Sherri R. Carter, Executive Officer/Clerk  
By: Sharon McKinney, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re: JAMES J. COTTER LIVING TRUST	)	Case No.: BP159755
	)	
ELLEN MARIE COTTER	)	
MARGARET COTTER	)	
Petitioners,	)))	STATEMENT OF DECISION
vs.	)))	
JAMES J. COTTER Jr.,	)))	
Respondent.	))	

The court makes the following findings in this case:

The "hospital amendment" is invalid due to the lack of capacity of James Cotter, Sr. and undue influence when he signed this document.

The significant assets of Sr.'s estate begins with the company that the parties state Sr. built, RDI, and specifically the company stock. RDI was his family business and he owned the majority at the end of his life. RDI has a dual-class stock structure with non-voting (Class A) and voting (Class B) stock. At his death, Sr. owned roughly 1.2 million voting shares (70% of the voting stock), which are not actively traded, and about 2.2 million non-voting shares.

His assets also included citrus farms in Tulare and Fresno counties, consisting of over 2000 acres of orchards and a packaging house, Cecelia Packing, that processed citrus both from the its own orchards and other farms. The court does not sense that Sr.'s children have a sentimental attachment to these Central Valley orange groves as with a traditional family farm or ranch.

Sr. owned numerous private investments and real estate, often as partnership shares of real-estate ventures. These investments include, among others, the properties known as Sutton Hill,

Shadow View, Sorento, and Panorama, and a Laguna Beach condominium. Sr. owned 100% of the 120 Central Park South Cooperative Apartment that his daughter Margaret has lived in for over 20 years. Sr.'s Supplemental Executive Retirement Plan ("SERP") from RDI is worth approximately \$7.5 million.

#### Timeline of Events

The court incorporates most of the petitioners' "timeline of events" preceding the death of Sr.:

June 2013 Sr. executes 2013 Trust, drafted by Charles Larson

Fall of 2013 Guy Adams and Scot Kirkpatrick become involved in Sr.'s estate planning

February 24, 2014 Scot Kirkpatrick has a meeting with Sr. regarding estate planning

April 4, 2014 Scot Kirkpatrick sends Sr. technical changes to the trust and an amendment to his trust

Last week of May 2014 Jr. sees 2013 Trust for first time

May 28 Sr. and Scot Kirkpatrick in a phone conversation; Sr. instructs Kirkpatrick to revise his trust and divide the voting stock 1/3-1/3-1/3

June 6 Scot Kirkpatrick sends Sr. a complete restatement of his trust

June 11 The "Capital Grille Dinner"

June 16 Sr. falls at his Los Angeles apartment, and is admitted to Cedars Sinai

June 17 Sr. undergoes a brain MRI which reveals multiple strokes; Sr. and the family is told the next day

June 18 Jr. videotapes discussion of estate plan with Sr. and Margaret in the evening

June 19 (7am) Jr. has Larson prepare the Hospital Amendment

June 19 (12:30 pm) Jr. and Margaret have Sr. sign the Hospital Amendment, videotapes signing

June 19 (1:45 pm) Sr. undergoes procedure; consent form signed by Jr. in lieu of S.

June 19 Scot Kirkpatrick sends Jr. the "June 19 Draft."

June 24 Sr. sent to rehab unit at Cedars Sinai

June 25 Sr. diagnosed with "Major Neurocognitive Disorder"; parties

stipulate Sr. has lost capacity and all documents after this point are invalid

June 25 Jr. sends Hospital Amendment to Scot Kirkpatrick and requests that Kirkpatrick conform his June 19 draft to Hospital Amendment

June 26 Scot Kirkpatrick sends JR. a revised draft, conforming to the Hospital Amendment (except for Rotating Trustee Provision)

July 9, 2014 Sr. discharged from Cedars Sinai rehab unit

July 26, 2014 Sr. readmitted to Cedars Sinai

July-August 2014 Jr., Ellen, and Margaret have their father execute or themselves execute a series of documents principally related to transferring the citrus properties out of Sr.'s estate into Cotter Family Farms

September 7, 2014 Sr. passes away

#### CAPACITY

Capacity to make or amend a trust or will is evaluated under California Probate Code, Section 6100.5 standards rather than California Probate Code, Section 810, which sets forth standards for capacity to enter into contracts. (See, *Anderson v. Hunt* 196 Cal.App.4th 722, 730-31(2011))

"Accordingly, sections 810 to 812 do not set out a single standard for contractual capacity, but rather provide that capacity to do a variety of acts, including to contract, make a will, or execute a trust, must be evaluated by a person's ability to appreciate the consequences of the particular act he or she wishes to take. More complicated decisions and transactions thus would appear to require greater mental function; less complicated decisions and transactions would appear to require less mental function."

"When determining whether a trustor had capacity to execute a trust amendment that, in its content and complexity, closely resembles a will or codicil, we believe it is appropriate to look to section 6100.5 to determine when a person's mental deficits are sufficient to allow a court to conclude that the person lacks the ability "to understand and appreciate the consequences of his or her actions with regard to the type of act or decision in question." (§ 811(b).) In other words, while section 6100.5 is not directly applicable to determine competency to make or amend a trust, it is made applicable through section 811 to trusts or trust amendments that are analogous to wills or codicils."

Pursuant to California Probate Code, Section 6100.5, a person is not mentally competent to make a will if at the time of making the will either of the following is true:

- (1) The individual does not have sufficient mental capacity to be able to (A) understand the nature of the testamentary act, (B) understand and recollect the nature and situation of the individual's property, or (C) remember and understand the individual's relations to living descendants, spouse, and parents, and those whose interests are being affected by the will.
- (2) The individual suffers from a mental disorder with symptoms including delusions or hallucinations, which delusions or hallucinations result in the

individual's devising property in a way which, except for the existence of the delusions or hallucinations, the individual would not have done.

Even if someone has a mental disorder in which there are lucid periods, it is presumed that his or her will has been made during a time of lucidity. (*Estate of Goetz* 253 Cal.App.2d 107, 114 (1967).) A finding of lack of testamentary capacity can only be supported if the presumption of execution during a lucid period is overcome. (*Estate of Mann* 184 Cal.App.3d 593, 603-04 (1986))

The court believes that the evidence at trial established that James Cotter Sr. ("Sr."), had suffered several recent strokes before June 19, 2014, the date of the Hospital Amendment. The court finds by a preponderance of evidence that Sr. did not have either testamentary capacity, whether it be understanding the effect of his testamentary acts, or the higher standard to understand the consequences and legal effects of the hospital transactions. There may be isolated entries in the medical records indicating possible slight improvements in his condition at times, but the overall review of the records, most importantly combined with the compelling videos, supports the court's conclusion that Sr. lacked capacity to execute a testamentary document of this complexity.

Several significant facts establish Sr.'s incapacity. When the video of Sr. on November 13, 2013 is viewed with the June, 2014 videos, there is a substantial difference in awareness, affect, and ability to converse. An hour after the Hospital Amendment was signed, the Cedars Sinai staff determined Sr. could not sign a consent to a medical procedure. Jr. signed this document. Dr. Wertheimer, a neuropsychologist, evaluated Sr. six days after the Hospital Amendment was signed. There was no evidence of any new strokes or other significant medical developments. The diagnosis was "major neurocognitive disorder," which is circumstantial evidence that his condition on June 25<sup>th</sup> would not have declined from June 19<sup>th</sup>. The videos taken on June 18 and 19 show a Sr. that was inattentive, minimally responsive, and possibly confused, supporting the court's finding that Sr. lacked capacity on June 19.

There was conflicting testimony by two very qualified geriatric psychiatrists. Dr. James Spar, after Sr.'s strokes, concluded that he was substantially unable to manage his financial resources or resist fraud or undue influence. Dr. Spar further did not see any positive evidence that Sr. had capacity; however, he does not believe a lack of "positive evidence" leads to a conclusion that someone lacks capacity. This court did comment that experts in other cases have

stated that they did not administer various diagnostic tests on a patient, because it would be unnecessary and wasteful when the patient was clearly stable, clear thinking, non-delusional, etc. As Dr. Spar testified, "positive evidence" is not necessary to determine levels of impairment, to which this court concurs. However, with Sr., the court believed there was substantial evidence of impairment, as summarized in this decision.

The court believes that the evidence at trial established that Sr.'s mental function was impaired on June 19<sup>th</sup>. Sr. was videotaped during discussions of the trust and its subsequent signing. Sr. states that Ellen should be included in the rotation as chairman with control of the voting stock-which is not included in the Hospital Amendment. For the remainder of the discussion, Sr. either makes irrelevant statements or is disengaged about other matters.

In addition to the June 25<sup>th</sup> exam, a doctor the next day on June 26<sup>th</sup> concluded: "Not currently able to make major decisions/financial decisions." Dr. Posadas's medical notes from Sr.'s admission document that on Tuesday and Wednesday of the preceding week, Sr. had "collapsed from fatigue," on Friday Sr. had difficulty walking, and on Saturday Sr. was "disoriented." On June 14, Sr. left a voicemail message for Scot Kirkpatrick in which Sr. had difficulty recalling his home phone number that he had for thirty years.

On the morning of June 17, Dr. Posadas referenced the "problem" of "confusion," which was "worsening" and commented that he "[a]gree[d] with the neurology workup. Later on June 17, Dr. Susan Lee, a neurologist, saw Sr. She learned about Sr.'s medical history from Margaret, because Sr. was unable to provide the necessary facts. Dr. Lee observed that although Sr. was "oriented to self, year and hospital" and knew his date of birth, he had several severe deficiencies; he did not know the name of his prominent hospital, the month, and his occupation, and had difficulty following instructions. His failure to know his job is especially disconcerting as he was very involved with his business.

His physical therapist on June 18 commented on his "delayed processing", requiring 10 seconds to answer simple questions, such as if he is "working or retired." He needed "constant verbal and tactile cuing and maximal assist" throughout the session. Later on June 18, Dr. Lee observed cognitive difficulty, including difficulty naming his own grandchildren. The videos taken by JR. that night corroborate Sr.'s impairment. Margaret has to feed Sr. Guy Adams called the Jim Cotter Sr. in the June 18 videos "a shadow of the Jim Cotter I knew," and saw only "sparks" of the

old Jim Cotter. Although Guy Adams is not medically trained, the court found this comment persuasive, as unlike the doctors, Guy Adams could compare a person he knew well at different times. The court recognizes that Guy Adam's income greatly depends on the current RDI management.

The results of Sr.'s June 17<sup>th</sup> brain MRI showed "multiple small acute ischemic infarctions", strokes, and fragments circulating from a blood clot. Dr. Lee told Sr., Margaret, and JR. about the strokes, and they continued to discuss these estate planning issues. Neither Jr. nor Margaret appear to make any serious attempts to determine if their father understands what is happening.

On June 19<sup>th</sup> when the Hospital Amendment was signed, an occupational therapist conducted an assessment, stating that Sr. had impaired cognition." The therapist mentioned that Sr. needed strong encouragement to participate in therapy, and "delayed" answering questions. Later that morning, Dr. Ng noted that Sr.'s "mental status appeared to be improving" overnight, but included "altered mental status" to Sr.'s list of problems.

On June 19<sup>th</sup>, Sr. did not appear to read the Hospital Amendment, but simply listens in his bed as the seven bullet points are read to him by Margaret. As Margaret recites the bullet points, a nurse interrupts them to change some batteries. Margaret continues to read the bullet points about 90 seconds later. When Sr. signs the Hospital Amendment, in the video Sr. needs help with his pen.

About an hour after Sr. signed the Hospital Amendment, a nurse asked who would consent for a procedure with Sr. and his family. Two and a half hours after the Hospital Amendment is signed, a hematologist, based on a resident's exam, states Sr. is "overall disoriented". That night, Sr. refused to take his medication and asked to go home. He believed that he was in Chicago. At his deposition, Dr. Wertheimer testified that Sr. answered 11 out of 30 questions correctly on an orientation test versus a normal score of over 25. Dr. Nasmyth concluded that Sr.'s "[c]ognition remained] significantly impaired" and that Sr. could not make major financial decisions."

Under the Probate Code, Sr. lacked the capacity to execute legal documents on June 19. The parties have agreed that in this case, capacity should be judged by the standards governing contractual capacity. As a result, Sr.'s capacity accordingly must be evaluated under Probate Code



section 812, although the court would make the same decision if section 6100.5 governed in this case.. See *Andersen v. Hunt*, 796 Cal. App. 4th 722 (2011). Under Section 812, "a person lacks the capacity to make a decision unless the person has the ability to communicate verbally, or by any other means, the decision, and to understand and appreciate, to the extent relevant, all of the following".

- (a) The rights, duties, and responsibilities created by, or affected by the decision.
- (b) The probable consequences for the decision maker and, where appropriate, the persons affected by the decision.
- (c) The significant risks, benefits, and reasonable alternatives involved in the decision.

The rebuttable presumption in California Civil Code section 39(b) applies if a person is substantially unable to manage his or her own financial resources or resist fraud or undue influence. Dr. Spar stated that Sr., would have been substantially unable to manage his finances and resist fraud and undue influence . . . " Dr. Spar also said that Sr. could not have read the Hospital Amendment because he could not concentrate for more than 10 seconds. Although reading a testamentary document is not a prerequisite for capacity, it can be a relevant factor. Sr. also had several deficits according to Dr. Read. A significant impairment was his ability to concentrate, demonstrated on the June 19<sup>th</sup> video.

His memory for basic facts was poor, which the court has previously summarized. Sr. had difficulty repeating the estate plans that Jr. had described, and understanding or communicating with others. Regarding abstract concepts, Sr. was unable to appreciate, hence consent, for the risks of a medical procedure. He lacked the ability to act in his self-interest with the occupational therapist on June 19. Regarding Sr.'s logical processing, Dr. Wertheimer suggested that Sr. be given him no more than two options because Sr. had difficulty with more complex information.

Sr. was asked to make some significant changes to his trust, including his considerable business holdings, and he was presented with several options relating to his children. This involved their cooperation in exercising control of RDI. Sr. could not remember basic facts about his life, such as his job, which raises the question of how could he remember more complicated facts such as his ownership of RDI, whether his kids even worked there, what constituted the "Citrus Operation", and how the Hospital Amendment changed his 2013 estate plan regarding the

future of RDI and the citrus farms. Sr. could not appreciate or understand the changes from the 2013 Trust, which he did not have in his room. All of these factors support the court's finding that he lacked capacity. Even with a presumption of capacity, if applicable, the evidence is sufficient to overcome this presumption and proves a lack of capacity on June 19, 2014.

#### PARTIAL INVALIDITY

JR. has suggested that the Court could save the Hospital Amendment by voiding only parts. This would not apply if Sr. lacked capacity. The petitioner cites *In re Baker's Estate*, 176 Cal. 430, 435. "The invalidity which attaches to a will on the ground of insanity in the testator at the time of its execution attaches to all of its provisions." In this case, we do not have evidence of insanity, and some of the bullet points are less complex, and thus pursuant to the sliding scale of *Anderson*, may involve a lesser standard of capacity than contractual. However, this court does not believe the Hospital Amendment can be divided up and considered in part and incorporate Sr.'s intent, when combined with the 2013 trust. The provisions of this complex estate plan are sufficiently interrelated that selecting some of the parts and eliminating others is not practical, and there has been insufficient evidence in this hearing on the effect on the overall trust of permitting specific gifts for the residuary beneficiaries.

#### UNDUE INFLUENCE

Notwithstanding a finding of capacity, the petitioners have also proven there was undue influence, regardless of the applicability of any presumption under California law.

Regarding such a presumption of undue influence, it arises when there is a concurrence of the following elements: (1) the existence of a confidential or fiduciary relationship between the testator and the person alleged to have exerted undue influence; (2) active participation by such person in the preparation or execution of the will; and (3) an undue benefit to such person or another person under the will thus procured. (*Estate of Gelonese* 36 Cal.App.3d 854, 861-862 (1974); *Estate of Peters* 9 Cal.App.3d 916, 922 (1970); *Estate of Morgan* 148 Cal.App.2d 811, 814 (1957).)

Jr. and Sr., as father and son, had a confidential relationship. See, e.g., *Estate of Gelonese*, 36 Cal. App. 3d 854, 863 (1974) (explaining that a "confidential relationship is present as a matter of law because [s]uch a relation is presumed to exist between parent and child"). Second, JR.

"actively participate[]" in procuring the Hospital Amendment. Third, JR. unduly benefitted from the execution of the Hospital Amendment by increasing his power over the voting stock and the citrus operations, and by getting the rotating trusteeship.

The petitioners have established that Jr. participated in the preparation and execution of Hospital Amendment. Case law, on admittedly different yet relevant facts, state that neither urging a testator to make a will nor procuring an attorney to prepare the will are themselves sufficient to trigger the presumption of undue influence. To sustain an undue influence finding, the court looks for additional evidence such as deception, overreaching or excessive persuasion. (*Estate of Swetmann* 85 Cal.App.4th 807, 821 (2000); *Estate of Beckley* 233 Cal.App.2d 341, 346-348 (1965).) In the present case, there was credible evidence presented that Jr. was involved in overreaching or excessive persuasion. Sr. was isolated in his hospital room, although friends and relatives were free to visit him, and lawyers. As such, the additional element has been satisfied.

The evidence demonstrates that many of the Hospital Amendment terms were never dictated or discussed with Sr., whose intent, according to Scot Kirkpatrick, was to leave a trust that would have divided control of Sr.'s estate equally between his three children. Jr. was concerned about such a possibility, which would result in his loss of any meaningful role in the management of his father's company. The hospital amendment is inconsistent with Sr.'s intent as was discussed with Scot Kirkpatrick and Guy Adams, but also different from Sr.'s intent discussed with Jr. on the June 18 tapes.

Neither Margaret nor Junior's explanations for their conduct on June 19th are credible, that they were tired, rushed, relying on others, sacrificing personal interests for the greater good of RDI, etc. They knew their father was dying, and they wanted to get him to sign what they perceived at the time to be a better trust instrument. Undue influence consists of conduct which subjugates the will of the testator to the will of another and causes the testator to make a disposition of her property contrary to and different from that which he would have done had he been permitted to follow his own inclination or judgment. (*Estate of Franco* 50 Cal.App.3d 373, 382 (1975).) Evidence of some pressure on the testator is not enough. Rather, there must be proof that the testator's free will was completely overborne by the pressure of the undue influencer. (*Hagen v. Hickenbottom* 41 Cal.App.4th 168, 204-05 (1995).)

After 2013, Sr. initially considered revising his trust to incorporate a parent's natural split of his estate evenly between his three children. After the 2013 trust was signed, Sr. contemplated additional estate planning during the fall with Guy Adams instead of Charles Larson, who had prepared the 2013 Trust. Sr. then hired an Atlanta lawyer Scot Kirkpatrick to change the voting stock distribution. Under the 2013 Trust, Margaret had sole control of the voting stock. Sr. wanted his three children to work together, which unfortunately is now impossible.

According to Scot Kirkpatrick, on May 28, Sr. asked him to divide his estate, including control of the voting stock, into thirds for his three children. On June 6, 2014, Kirkpatrick sent Sr. a draft revision of his trust and will. The June 6 draft split control of the voting stock 1/3-1/3-1/3 between Ellen, Margaret, and Jr., and would result, in Kirkpatrick's words, in "Majority rule." This meant that the sisters would outvote Jr., and thus run RDI. Jr. saw that the 2013 Trust gave Margaret sole control of the voting stock, and thus control of RDI. Jr. believed he was destined to assume the management of RDI based on promises by Sr. Hence, Jr. wanted that Hospital Amendment.

There is the much discussed "Capital Grille dinner" on June 11, 2014, five days before Sr.'s hospital admission, when Jr. discusses his concerns with Sr.. There are, of course, different accounts of the conversation, and as with much of the testimony in this case, each corresponds with the self-interest of the participant. As the court has stated, the credibility of both Jr. and Margaret is lacking due to other testimony of both of them regarding Sr.'s capacity at different times, incorrect statements to Sr. at the hospital, subsequent comments to the estate lawyers, and the signing of the later testamentary documents. Margaret may have stated at her deposition that she was "zoned out" at this dinner, but it does not necessarily follow that she recalled nothing about the content of any conversation, and the court must still assess the accuracy of Jr.'s recollection about what was discussed.

According to Scot Kirkpatrick, Sr. did speak with Kirkpatrick on June 14, three days after the Capital Grille dinner, and apparently did not request any changes to the June 6<sup>th</sup> draft, such as excluding Ellen. At Jr.'s request, Kirkpatrick inserted Article IX (requires unanimous consent) into his June 6 draft, and circulated a revised draft on June 19, when Sr. was in the hospital. This may indicate Sr.'s intent that Ellen be included, yet she was not included as a trustee of the grandchildren's trust which had been recently executed. However, Ellen did not have children.

On June 18th, Jr. recorded what he says was the majority and most important of the conversation. The rotating trustee provision is not discussed on the tapes. Sr. is virtually silent except for some affirmative responses. Sr. does comment that Ellen would have a year as the chair, which she does not get in the hospital amendment. There is no clear explanation of this request on the tape.

Jr. then asks for Chuck Larson to rejoin the drafting of the Hospital Amendment on June 19<sup>th</sup>. Kirkpatrick does not know of Sr.'s strokes, and does not believe he received the video supposedly stating Sr.'s intentions. Larson drafts the alternating chair provisions excluding Ellen, and drafts the 7 bullet points.

On the June 19<sup>th</sup> video, Jr. inexplicably tells his father that the Hospital Amendment only made "minor changes", an ironic statement in view of the extensive litigation about this amendment. This statement alone supports a finding of undue influence, as it grossly misstates the effect of the hospital amendment. Jr. says the Hospital Amendment "reflect[s] exactly what we talked about yesterday," notwithstanding it did not, and the final version was drafted by Larson, not the attorney ultimately hired by Sr. Margaret says the version reflects what Scot is drafting, which she later admits she did not read. Margaret's explanation for her misstatements, blaming a lack of sleep and relying on Jr., is unconvincing in view of her later quickly handing documents to an incapacitated Sr. to make sure she got her Manhattan apartment. Sr. says before signing, "If it works, so let it be." Jr. confuses the rotating trustee section with rotating chairs in describing the amendment to his father.

When Margaret reads the bullet points to her father, he doesn't ask a single question. In fact, when Margaret reads to her father the bullet point about rotating the chairmanship between the three children, she asks her father: "Is that what you wanted? Dad?" Sr. never responds.

Jr. is visibly agitated in this tape. He exaggerates that without the Hospital Amendment, the family will be facing financial disaster, and that practically every asset will go to the foundation. Again, this threat of financial ruin to Sr.'s family legacy alone could be undue influence. Margaret first says he has no will, then says it is old, also untrue. The videos repeatedly demonstrate Margaret's ignorance of her father's estate. She wishes to blame her brother. If she did not know the facts, she shouldn't be guessing and supplying false information to her sick father. Margaret dishonestly assures her father she has read it to persuade him to sign the papers, which apparently she did not.

Jr. even swears to a dying grandfather on his grandchildren's lives. Jr. says this document, which is signed and thus has legal effect if Sr. had capacity, can be completely modified, but "we need to get something on the books, dude." It has been described as just a "placeholder" and a "temporary fix", also a misstatement. If this is what Sr. wanted, why would it be temporary, to be "completely modified" in the immediate future. Again, there are specific acts supporting a finding of undue influence. All of this takes place in ten minutes, including another issue involving the forgiveness of a \$1.5 million dollar loan to Jr.

Kirkpatrick testified that as an attorney, he would not be able to understand the Hospital Amendment from the bullet points without some guesswork. There are significant changes, specifically the rotating chair excluding Ellen, unanimous votes for the orange farms, and generating skipping shares. As discussed at the trial, there are several unworkable and ambiguous provisions with the rotating chair, such as who begins as the chair, what is an "important" issue, and what happens if there is a major conflict on January 2<sup>nd</sup>. Furthermore, it is difficult to assess the impact of these changes without Sr. having some briefing of the 2013 trust which would be superseded.

Undue influence . . . is the legal condemnation of a situation in which extraordinary and abnormal pressure subverts independent free will and diverts it from its natural course in accordance with the dictates of another person." *Estate of Sarabia*, 221 Cal.App. 3d 599, 605 (1990). Probate Code section 86 defines undue influence as "excessive persuasion that causes another person to act or refrain from acting by overcoming that person's free will and results in inequity." "Direct evidence as to undue influence is rarely obtainable and hence a court or jury must determine the issue of undue influence by inferences drawn from all the facts and circumstances." *In re Hannam's Estate*, 106 Cal. App. 2d 782, 786 (1951). However, in this case, the videos presented direct evidence.

Welfare & Institutions Code section 15610.70(a) provides criteria to assess whether there is undue influence. Sr. was obviously vulnerable due to his medical condition. The tapes support that he is virtually helpless with tasks as simple as using the correct point of his pen. Jr. was exercising whatever authority he had over his father. He used affection or coercion, citing a potential loss for his estate with everything going to the foundation, and the family getting "screwed". He clearly said it had to be done in haste. He, in effect, represented he had some

expertise, as he was the principle family member working with the lawyers with the drafting of the trusts. Jr. controlled most of the access to information, as Sr. was in the hospital. He changed lawyers.

The result is inequitable to the extent the court can discern Sr.'s intended estate plan. The Hospital Amendment is different than the 2013 Trust, but Sr. was working on changes. Kirkpatrick's June 6 draft may have been moot with Sr. after the Capitol Grille dinner if one accepts Jr.'s account of the conversation.

In his June 14 call with Kirkpatrick, Kirkpatrick says that Sr. told him that he was satisfied with his June 6th draft, and was ready to sign but for a few technical changes. Sr. then suffers falls, strokes, and his admission to Cedars. The petitioner asserts that the June 6 draft is the closest evidence we have regarding a statement of Sr.'s intent as of June 2014, as Sr. did read it after a discussion with Scot Kirkpatrick. However, it fails to address any changes to the voting stock and rotating trustees. There are other documents indicative of a different intent, such as Jr.'s designation on the health directive, and Jr. and Margaret as trustees on the grandchildren's trust. To add to the ambiguity, Margaret and Ellen are the executors of his will. The Hospital Amendment incorporates changes that may have been the product of the Capital Grille dinner discussion. For whatever reason, the 2013 trust specifically gives exclusive power to Margaret and not Jr.

The court does not question, as expressed in the objections, that Sr. asked Jr.'s input in the estate planning process, nor that he was given permission to talk to the lawyers. However, this request does not correlate with the absence of undue influence when Sr.'s medical condition rapidly declined when he was in the hospital. Jr. concedes that he "implored" his father in the hospital, which he believes was innocent as his father had requested his help. This request does not immunize Jr. from the misstatements and pressure tactics described in the trial and summarized in this statement of decision.

With the conversations in the hospital, high pressure "sales tactics", factual mistakes, a ten minute signing ceremony, amidst panic, control of a \$300 million entity at stake (Jr.'s testimony about its capitalization), all thrust on an invalid, it is impossible for this court to read the mind of Sr. regarding his testamentary intent so as to negate undue influence. However, as the court has stated on previous occasions, Sr.'s ultimate intention with all of these drafts and discussions,

regardless of the lawyer, dinner conversation, who is to blame, and anything else presented in this case, was that this company was to be run by his three children for the mutual benefit of the family. Jr. has been stripped of any authority with RDI, contrary to Sr.'s expressed intentions in a testamentary document, and forced to resign. Unfortunately, Sr.'s intent has become impossible to achieve due to the acrimony that is the Cotter family today. The only intent we know is that his three children were to run the company, with Jr. as the president, with whatever actual responsibilities that came with this new position.

#### ELDER ABUSE

The holding in *In re Estate of Dito*, 198 Cal. App. 4th 791, 803-04 (2011) does not support the complete disinheritance of Margaret and Ellen should they have committed elder abuse.

Probate Code section 259(c) provides for disinheritance to the extent of any money damages awarded to the elder because of the abuse. The court of appeal stated that Probate Code section 259 does not necessarily disinherit an abuser entirely but rather restricts the abuser's right to benefit from his or her abusive conduct . . . . Thus, a person found liable under subdivision (a) of section 259 is deemed to have predeceased the decedent only to the extent the person would have been entitled through a will, trust, or laws of intestacy to receive a distribution of the damages and costs the person is found to be liable to pay to the estate as a result of the abuse. *Dito* specifically contrasts the limited disinheritance remedy provided by section 259 with the complete disinheritance imposed on someone who killed the decedent. Contrary to Jr.'s argument, this court does not believe this text is simply dictum, but believes it is bound by the court of appeal's decision.

Each counsel alleges forgery by either Jr. or the daughters in an effort to prove elder abuse. Forgery, Penal Code section 470 requires a fraudulent intent, rather than simply signing another person's signature without consent. This court does not find there is sufficient evidence of an intent to defraud Sr., with the various signings of documents, a necessary finding to a charge of elder abuse. As the court has previously noted, it is difficult to discern Sr.'s intent with the multitude of legal documents presented in this case.



## LOAN FORGIVENESS

As opposed to the complexities of the Hospital Amendment, the court does not find that Sr. lacked capacity, whether contractual or testamentary, to make the relatively simple decision of granting Jr. full ownership of his home by forgiving the loan. This was not a complex decision. Sr. had discussed this long before, including on a video, and although he did not sign any documents to forgive the loan at that time, there is no evidence of any coercion or deception, or undue benefit. The circumstances had changed from earlier discussions about the loan. A parent forgiving a son or daughter's loan, while lay dying in a hospital, is a natural and understandable act, versus demanding that a child continue to make loan payments. (In view of the full original paragraph in the Tentative Statement of Decision, the court does not understand the objection/question asking if the court is only relying on "parental impulse", unless sarcasm was the intent.) The court did not observe any the coercive, high pressure, tactics or incorrect or misleading statements regarding the forgiveness of the loan. There was no evidence of different plans regarding forgiveness of the loan as with the multiple drafts of trust documents. The absence of Sr. signing a document to forgive the loan is insufficient to negate his expression of his intent. The court does not believe Sr. intended to give this house to his daughters or any other relatives, instead of Jr.

As for the question/objection regarding the effectiveness of the concurrent grant of the Manhattan condo to Margaret, the court does not recall that this issue is before the court.

## UNCLEAN HANDS

The court does not believe the doctrine of unclean hands applies to this case, notwithstanding its earlier inquiry. It has not been used in probate disputes involving capacity, and there is insufficient evidence that Jr. was harmed by the conduct at issue.

## CONCLUSION

A potential sale of RDI, and the appointment of a trustee ad litem, will be addressed in a separate statement of decision. For the reasons set forth in this decision, the 2014 "hospital amendment" is invalid.

BASED UPON THE FOREGOING, THE COURT RULES AS FOLLOWS:

1. The standard of capacity for the amended trust executed by James Cotter, Sr. on June 19, 2014 is governed by California Probate Code, Section 6100.5.
2. James Cotter Sr. lacked capacity to execute the "Hospital Amendment" on June 19, 2014.
3. James Cotter Sr. was subject to undue influence on June 19, 2014 when signing the "Hospital Amendment."
4. The 2014 "Hospital Amendment" is invalid.
5. James Cotter Sr. had capacity to understand the \$1.5 million loan forgiveness for James Cotter Jr. pursuant to California Probate Code, Section 6100.5 and was not subject to undue influence in violation of California Welfare and Institutions Code, Section 15610.70, as this document was consistent with his intentions and did not constitute an undue benefit.
6. No party has committed elder abuse.
7. No party shall be awarded punitive damages or double damages.
8. Neither James Cotter Jr., Ellen Cotter, or Margaret Cotter are deemed to have predeceased James Cotter Sr. pursuant to Probate Code section 259.
11. Each party shall bear their own costs.
12. Counsel for Margaret and Ellen Cotter shall prepare a judgment and order consistent with this statement of decision.

IT IS SO ORDERED.

Dated 12/8/17

CLIFFORD L. KLEIN

\_\_\_\_\_  
Clifford L. Klein  
Judge of the Los Angeles Superior Court

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Probate Division  
Stanley Mosk Dept. - 9**

**BP159755**

**In re: COTTER, JAMES J. LIVING TRUST DTD 8/1/2000**

**December 12, 2017**

**8:30 AM**

Honorable Clifford Klein, Judge

Sharon McKinney, Judicial Assistant  
Terrilynn Edwards, Court Services  
Assistant

Elsa Lara (#3226), Court Reporter  
Luis A Flores, Deputy Sheriff

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**NATURE OF PROCEEDINGS:** Court Order Hearing re Notice of Entry of Statement of Decision

The following parties are present for the aforementioned proceeding:

No appearances.

Out of the presence of the court reporter, the Court makes the following findings and orders:

The parties are hereby notified that the Court has issued its Statement of Decision on Phase 1 of the trial on December 8, 2017. A copy of the Statement of Decision is sent to the parties as indicated below this date by the Clerk.

Counsel are ordered to pick up Phase 1 trial exhibits by December 28, 2017.

**CLERK'S CERTIFICATE OF MAILING/  
NOTICE OF ENTRY OF ORDER**

I, SHERRI R. CARTER, Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Entry of the above minute order of December 12, 2017 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States Mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: December 12, 2017

By: /s/ Sharon McKinney

Sharon McKinney, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Probate Division**

**Stanley Mosk Dept. - 9**

**BP159755**

**In re: COTTER, JAMES J. LIVING TRUST DTD 8/1/2000**

**December 12, 2017**

**8:30 AM**

Adam Streisand  
Nicholas Van Brunt  
Valerie E. Alter  
SHEPPARD MULLIN RICHTER & HAMPTON, LLC  
1901 Avenue of the Stars, Suite 1600  
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Harry P. Susman, Esq.  
SUSMAN GODFREY LLP  
1000 Louisiana, Suite 5100  
Houston, TX 77022

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# EXHIBIT G

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EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

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

vs.

Case No.

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

and

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

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(CAPTION CONTINUED ON NEXT PAGE.)

VIDEOTAPED DEPOSITION OF JAMES COTTER, JR.  
Los Angeles, California  
Monday, May 16, 2016  
Volume I

Reported by:  
JANICE SCHUTZMAN, CSR No. 9509  
Job No. 2312188  
Pages 1 - 297

1 MR. KRUM: Objection --

2 BY MR. TAYBACK:

3 Q. -- as illustrative of a lack of process?

4 MR. KRUM: Sorry.

5 Objection, calls for a legal conclusion, 11:12:05  
6 document speaks for itself.

7 THE WITNESS: It's more illustrative of the  
8 lack of process.

9 BY MR. TAYBACK:

10 Q. Of these various griev- -- perceived 11:12:15  
11 grievances, the lack of process and your termination  
12 as CEO, do you believe the company has suffered any  
13 monetary damages, that is, the shareholders, have  
14 they suffered any monetary damages?

15 MR. KRUM: Objection, foundation, may call 11:12:42  
16 for a legal conclusion.

17 THE WITNESS: I do.

18 BY MR. TAYBACK:

19 Q. How?

20 A. Well, number one, shortly after my 11:12:51  
21 termination, the stock price had dropped fairly  
22 significantly. That's one reflection of the damages  
23 that were suffered by the company.

24 I don't know, the damages in terms of the  
25 costs that have been incurred by the company in 11:13:30

1 defending the action could be one reflection of the  
2 level of damages.

3 And the -- just in terms of monetary  
4 damages?

5 Q. Yes, monetary damages. 11:13:46

6 MR. KRUM: Same objections.

7 THE WITNESS: I mean, again, and this is --  
8 yeah, I mean, that's the extent of my answer.

9 BY MR. TAYBACK:

10 Q. The stock price drop that you referenced, 11:14:01  
11 how long after your termination did you -- do you  
12 understand that the price of Reading shares dropped?  
13 Is it the day you were terminated?

14 A. I --

15 Q. A week? 11:14:16

16 A. Mr. Tayback, I can't recall without looking  
17 at a graph of the stock price. It's my  
18 recollection, sitting here today.

19 Q. And do you remember thinking that at the  
20 time? 11:14:26

21 A. I don't know if I remember thinking that at  
22 the time, no.

23 Q. And how long would you say that the company  
24 stock price was -- fell because of your termination?

25 Withdraw that question. 11:14:39



Is it -- you're saying that the stock price  
dropped because you were terminated?

A. I don't know why the stock price dropped. I mean, it did drop, I believe, after -- shortly after my termination.

11:14:50

Q. But you have no opinion about what the cause was of that?

A. No.

Q. No, you have no opinion; correct?

A. Correct.

11:15:01

Q. And do you have a view as to how long --  
well, withdraw that.

The price didn't stay depressed. It continued to fluctuate over time, correct, between then and now?

11:15:13

MR. KRUM: Objection, vague.

THE WITNESS: Without looking at the stock price, I cannot say.

BY MR. TAYBACK:

Q. Other than the stock price and the cost incurred to the company to defend -- when you say defend the action, you mean the derivative suit? Is that what you're referring to?

11:15:27

A. Yes.

Q. Other than the stock price drop that you

11:15:41

1 MR. KRUM: Same objections.

2 THE WITNESS: Again, technically, he may be  
3 independent. Yes. I mean --

4 BY MR. TAYBACK:

5 Q. Yes, he's independent, in your view? 11:28:22

6 A. I mean, I'm -- again, Mr. Tayback, I'm not  
7 a lawyer. I -- so I don't --

8 Q. I'm not asking the legal definition. I'm  
9 asking your view. You've stated that some people in  
10 your view aren't independent, and so now I'm asking 11:28:33  
11 about these other people.

12 Mr. Gould, in your view, is he independent?

13 A. Technically, I believe he's independent.

14 Q. Technically.

15 Are you giving me a legal definition there, 11:28:47  
16 or are you telling me --

17 A. I don't --

18 Q. -- what you think?

19 You don't know.

20 So with respect to -- I mean, all the other 11:28:54  
21 people we've asked about, Ms. Coddington, Mr. Wrotniak,  
22 you said, I'm not giving you the legal definition,  
23 I'm telling you what I think.

24 A. Right.

25 Q. Because you expressed a concern that there 11:29:03

1 aren't enough independent directors on the board and  
2 on this executive committee, and I'm trying to find  
3 out if you have a view as to whether Mr. Gould is  
4 independent or not.

5 And you think, in your view, he's 11:29:13  
6 independent?

7 A. For a period of time, Bill was independent  
8 but has -- yes, I mean, he is independent.

9 Q. Okay. And why do you think he's  
10 independent? 11:29:23

11 Does he have no connection to your family?

12 A. At least he doesn't have a relationship  
13 going back with me and my two sisters that would be  
14 of such that would question his independence.

15 Q. How long have you known Mr. Gould? 11:29:44

16 A. Maybe since -- at least since 2002.

17 Q. Was he a friend of your father's?

18 A. He was.

19 Q. A close friend?

20 A. I don't know. I mean, he was a business 11:30:03  
21 associate with my dad's. I wouldn't describe him as  
22 a close friend.

23 Q. So he did business with your father?

24 A. He's -- I think he's been on the board for  
25 a number years, going back to perhaps 1985. 11:30:16

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

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

7 BY MR. TAYBACK:

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

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

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

15 A. No.

16 Q. -- wouldn't?

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

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

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

1 with Ellen and Margaret. So --

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

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

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

8 MR. KRUM: Asked and answered.

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

11 BY MR. TAYBACK:

12 Q. So the answer's yes?

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

15 BY MR. TAYBACK:

16 Q. Well, was your answer --

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

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

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

23 BY MR. TAYBACK:

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

1 sure I understand the answer.

2 MR. KRUM: All right. Same objections.

3 You can answer.

4 THE WITNESS: Okay. Yes.

5 BY MR. TAYBACK:

11:35:54

6 Q. Guy Adams, is he independent?

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

9 BY MR. TAYBACK:

10 Q. In your view?

11:36:03

11 A. No.

12 Q. Okay. Why not?

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

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

11:36:48

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

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

11:37:11

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# EXHIBIT H

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1 DISTRICT COURT  
2 CLARK COUNTY, NEVADA  
3  
4 JAMES J. COTTER, JR., )  
individually and )  
5 derivatively on behalf of )  
Reading International, )  
6 Inc., )  
7 Plaintiff, ) Case No. A-15-719860-B  
8 vs. ) Coordinated with:  
9 MARGARET COTTER, et al., ) Case No. P-14-082942-E  
10 Defendants. )  
and )  
11 \_\_\_\_\_ )  
READING INTERNATIONAL, )  
12 INC., a Nevada )  
corporation, )  
13 )  
14 Nominal Defendant )  
\_\_\_\_\_ )

15  
16 VIDEOTAPED DEPOSITION OF DOUGLAS McEACHERN  
17 TAKEN ON MAY 6, 2016

18  
19  
20  
21  
22  
23  
24 REPORTED BY:  
25 PATRICIA L. HUBBARD, CSR #3400



1     **technique or something in between?**

2             A.     I'm trying to think of how I do --  
3     sometimes I try to do the normal typing. That's --  
4     that may be about 50 percent of the time. And then  
5     the other 50 I have to go and find out where the  
6     letters are or the numbers.

7             **Q.     Well, as I said, I'm old enough to ask**  
8     **that question.**

9             **Did you ever communicate to Jim Cotter,**  
10    **Jr., that you were assessing whether he should**  
11    **remain C.E.O. of RDI?**

12            MR. SEARCY:   Objection. Vague, vague as  
13    to time.

14            THE WITNESS:   Sometime in May Jim  
15    Cotter, Jr., and I had a discussion about replacing  
16    him as C.E.O. And I remember the discussion, I  
17    think it was in his office, and he told me that I  
18    could not fire him as C.E.O. And he told me that if  
19    I were to vote to fire him, he would sue me and ruin  
20    me financially, to which my response was "Jim, we  
21    have D and O insurance."

22            His response was "I don't think it  
23    covers this."

24            "Well, Jim, we have an indemnification  
25    from the company."

1 "It's not any good. I'm going after  
2 everybody."

3 And that -- because of that discussion,  
4 we did talk about it and I remember it. I can't  
5 tell you when it happened.

6 BY MR. KRUM:

7 Q. Was it after the first supposed RDI  
8 board of directors meeting at which the subject of  
9 his termination was raised?

10 MR. SWANIS: Objection. Form.

11 MR. SEARCY: Join.

12 THE WITNESS: I'm sorry. What?

13 MR. SEARCY: He objected to form.

14 THE WITNESS: Oh. I do not know if it  
15 was before or after.

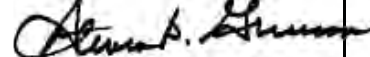
16 BY MR. KRUM:

17 Q. So you believe that you may have spoken  
18 to Jim Cotter, Jr., and indicated to him that you  
19 were prepared to vote to terminate him prior to the  
20 subject being raised at an RDI board of directors  
21 meeting?

22 MR. SWANIS: Objection. Form.

23 MR. SEARCY: Join. Object that it's  
24 vague.

25 THE WITNESS: I don't know that I had



**MJUD**  
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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, et al,

Defendants.

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

**READING INTERNATIONAL,  
INC.'S MOTION FOR JUDGMENT  
IN ITS FAVOR**

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

Nominal Defendant Reading International, Inc. ("RDI"), a Nevada corporation, by and through its undersigned counsel of record, hereby moves this Court to enter judgment in its favor, or in the alternative, to amend the judgment entered on August 16, 2018 to include judgment in Reading's favor. This motion is based upon the files and records in this matter, the

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///

///

///

1 attached memorandum of authorities, and any argument allowed at the time of hearing.

2 DATED this 12<sup>th</sup> day of September 2018.

3 GREENBERG TRAURIG, LLP

4 /s/ Tami D. Cowden

5 Mark E. Ferrario, Esq. (NBN 1625)  
6 Kara B. Hendricks, Esq. (NBN 7743)  
7 Tami D. Cowden, Esq. (NBN 8994)  
10845 Griffith Peak Drive, Suite 600  
Las Vegas, Nevada 89135

8 *Counsel for Reading International, Inc.*

9  
10 **NOTICE OF HEARING**

11 TO: ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

12 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will  
13 bring the foregoing *Reading International, Inc.'s Motion for Judgment in its Favor* on for  
14 hearing before Department 11 of the above-entitled Court on the day of October 22 ,  
15 2018, at the hour of 9:00 a.m.

16 DATED this 12<sup>th</sup> day of September 2018.

17 GREENBERG TRAURIG, LLP

18 /s/ Tami D. Cowden

19 Mark E. Ferrario, Esq. (NBN 1625)  
20 Kara B. Hendricks, Esq. (NBN 7743)  
21 Tami D. Cowden, Esq. (NBN 8994)  
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22 *Counsel for Reading International, Inc.*

23  
24 **MEMORANDUM OF POINTS AND AUTHORITIES**

25 Reading, named as a nominal defendant in this action, has not yet received judgment in  
26 its favor. However, all bases upon which relief might have been granted against Reading have  
27 been resolved against Plaintiff. There is no sound basis for denying judgment in Reading's  
28

1 favor. Accordingly, this Court should grant the Motion for Judgment, and issue judgment in  
2 favor of Reading. In the alternative, this Court should add the following

3 As the resolution of the claims remaining against the Individual Defendants establishes  
4 that Plaintiff is not entitled to the relief requested against Reading,  
judgment in favor of Reading is granted.

5 to the Judgment noticed on August 16, 2018.

6 **STATEMENT OF RELEVANT FACTS**

7 Plaintiffs Second Amended Complaint, named Reading as a Nominal Defendant. The  
8 First, Second and Third Causes of Action were directed against “all Defendants.” SAC, pp.  
9 47:26; 49:9; 50:27. Plaintiff did not exclude Reading from inclusion in those claims.  
10 Additionally, Plaintiff sought relief that would have infringed upon Reading’s rights, including  
11 its right to have its board of directors determine its officers and to determine the qualifications to  
12 sit on that board. SAC, 53:12-54:23. Reading filed responsive pleadings to Plaintiff’s various  
13 complaints. Reading’s Answer to the Second Amended Complaint requested that judgment be  
14 entered in favor of RDI and that RDI be its costs and attorneys’ fees. *See Reading’s Answer to*  
15 *Plaintiff’s Second Amended Complaint*, filed December 20, 2016, 27:8-11.

16 While Plaintiff has at times *contended* that Reading was not a true party to this matter,  
17 Plaintiff has nonetheless continually *treated* Reading as a Party, including by directing four sets  
18 of written discovery requests to Reading, and requiring Reading to produce a PMK to testify for  
19 a deposition.

20 On December 28, 2017, this Court granted summary judgment in favor of Individual  
21 Defendants Judy Coddington, William Gould, Edward Kane, Douglas McEachern, and Michael  
22 Wrotniak. Reading joined in the Motions for summary judgment that was granted in December,  
23 but was not included in the resulting written judgment. On June 16, 2018, this Court orally  
24 granted summary judgment in favor of the remaining individual Defendants, Ellen Cotter,  
25 Margaret Cotter, and Guy Adams. Because of that ruling, this Court determined that Reading’s  
26 Motion to Dismiss was moot, thereby recognizing that resolution of the claims against the  
27 Individual Defendants also resolved claims against Reading. The Court executed a written ruling  
28

1 on August 8, 2018, which ruling was noticed on August 16, 2018 (“Judgment”). The Judgment  
2 did not include judgment in favor of Reading.

3 **LEGAL ARGUMENT**

4 Reading is entitled to entry of judgment in its favor. The December 28, 2017 and August  
5 16, 2018 Judgments do not constitute a final judgment in this matter, as neither results in the  
6 formal resolution of all the “rights and liabilities” of Reading. NRCP 54(b). Without such a  
7 formal resolution of the claims against Reading, this matter cannot be finally concluded.

8 **A. Reading is Entitled to Judgment as a Matter of Law.**

9 The relief Plaintiff requested against Reading would have required orders directing  
10 Reading to take certain actions, including accepting reinstatement of Plaintiff to an executive  
11 position, termination of Reading’s chosen CEO and President; adherence to specific  
12 requirements for appointment to its Board of Directors; refraining from using committees as  
13 permitted in the Company’s bylaws, and more. See SAC, Prayer for relief, 3(a)-(e). Such  
14 incursions into Reading’s affairs required it to defend against Plaintiff’s claims. *See Blish V.*  
15 *Thompson Auto. Arms Corp*, 30 Del. Ch. 538, 542 (Del. 1948) (“A corporation may defend a  
16 stockholder's derivative action . . . if corporate interests are threatened by the suit. . . .”);  
17 *National Bankers v. Adler*, 324 S.W.2d 35, 37 (Tex. Civ. App. 1959) (“If the derivative action  
18 threatens rather than advances the corporate interests, the corporation may actually defend the  
19 action. ”); *Swenson v. Thibaut*, 39 N.C. App. 77, 100 (N.C. Ct. App. 1978) (noting that  
20 corporation may be required to defend against claims that seek to enjoin corporation action or  
21 interfere with internal corporate governance). Accordingly, Reading properly took an active role  
22 in the matter, and was thus, as a practical matter, more than a “mere” nominal defendant.

23 The relief sought that would have directly impacted Reading’s rights was premised upon  
24 the allegations of misconduct by the Individual Defendants. Because all claims relating to such  
25 conduct have been resolved, there is no remaining basis by which Plaintiff may obtain his  
26 requested relief as against Reading. Accordingly, Reading is entitled to judgment as a matter of  
27 law.  
28

**B. In the Alternative, this Court Should Amend the Judgment Noticed on August 16, 2018 Pursuant to NRCP 60(a).**

This Court may amend a judgment where there is a clerical mistake arising from “oversight or omission,” as well where a judgment is the result of mistake and inadvertence. NRCP 60(a) and 60(b)(1). Since there is no basis for continuing the litigation against Reading, the omission of Reading from the Judgment noticed on August 16, 2018 was not the result of a judicial determination, but instead, merely a mistake in writing. *See Channel 13 of Las Vegas v. Ettlinger*, 94 Nev. 578, 580 (Nev. 1978) (“[A] clerical error is a mistake in writing or copying. As more specifically applied to judgments and decrees a clerical error is a mistake or omission by a clerk, counsel, or judge, or printer which is not the result of the exercise of a judicial function. In other words, a clerical error is one which cannot reasonably be attributed to the exercise of judicial consideration or discretion”). Accordingly, this Court may amend that Judgment to include judgment in favor of Reading.

**CONCLUSION**

As set forth above, Reading is entitled to entry of judgment in its favor, either in a separate order, or, pursuant to NRCP 60(a) or 60(b)(1), through an amendment of the Judgment noticed on August 16, 2018.

DATED this 12<sup>th</sup> day of September 2018.

GREENBERG TRAURIG, LLP

/s/ Tami D. Cowden

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*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 *Reading's International, Inc.'s Motion for Judgment in its Favor* to be filed and served via the Court's Odyssey 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 12<sup>th</sup> day of September 2018.

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

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*Steven D. Grierson*

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18 Attorneys for Plaintiff  
19 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 MARGARET COTTER, ELLEN	) Dept. No. XI
22 COTTER, GUY ADAMS,	) Jointly Administered
23 EDWARD KANE, DOUGLAS	)
24 McEACHERN, WILLIAM	) NOTICE OF APPEAL
25 GOULD, JUDY CODDING,	)
26 MICHAEL WROTONIAK,	)
27 Defendants.	)
28 And	)
READING INTERNATIONAL,	)
INC., a Nevada corporation,	)
Nominal Defendant.	)

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1 Please take notice that Plaintiff James J. Cotter, Jr. hereby appeals  
2 to the Supreme Court of Nevada and/or the Appeals Court of the State of  
3 Nevada from:  
4

5 1. The district court's August 8, 2018 Findings of Fact and  
6 Conclusions of Law granting summary judgment in favor of defendants  
7 Ellen Cotter, Margaret Cotter, and Guy Adams on all of Plaintiff's claims  
8 against them.

9 Written notice of entry of the summary judgment was served on  
10 August 16, 2018.

11 MORRIS LAW GROUP

12  
13 By: 

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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: **NOTICE OF APPEAL**, 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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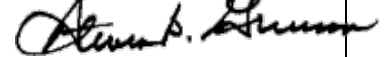
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Attorneys for Nominal Defendant  
Reading International, Inc.

DATED this 13th day of September, 2018.

By: 

An employee for Morris Law Group



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

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

14 Plaintiff,

15 v.

16 MARGARET COTTER, et al,

17 Defendants.

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

**READING INTERNATIONAL, INC.'S  
OPPOSITION TO PLAINTIFF'S  
MOTION TO RETAX**

**Hearing Date & Time:**  
**September 17, 2018, 9:00 a.m.**

20 Pursuant to NRS 18.110, Reading International, Inc. ("Reading") submits the following  
21 Opposition to the Motion to Retax Costs ("Motion") filed by Plaintiff James J. Cotter, Jr.  
22 ("Plaintiff" or "Cotter, Jr."). As both a prevailing party, and as the statutory indemnitor of the  
23 prevailing party, Reading seeks recovery of the costs incurred for its own defense, and for the  
24 defense of the Individual Director Defendants.

25 Plaintiff's Motion to Retax is an astonishing document, replete with admissions that Cotter,  
26 Jr. pursued his claims against the Defendants, despite his knowledge that such claims were without  
27 merit. Yet despite acknowledging breaching his fiduciary duty as both a director of Reading, and as  
28 the derivative plaintiff, which conduct caused Reading to incur more than just the expenses claimed

1 in these proceedings, Plaintiff criticizes Reading for having made the expenditures. Plaintiff ignores  
2 the fact that he claimed damages in excess of \$100 million. And, Plaintiff contends that Reading  
3 was not truly a party in this matter, even though Plaintiff's requested relief would have foisted a  
4 failed executive upon Reading as it CEO, and even though Plaintiff treated Reading as a party  
5 defendant in terms of discovery requests and even engaged in a constant barrage against Reading's  
6 evidentiary privileges.

7 The Motion displays a belief that, because Plaintiff proceeded with his masquerade as a  
8 derivative plaintiff, he was free to wreak financial havoc upon the Company without risk of being  
9 held responsible for the cost associated with the same. But Nevada law makes clear that prevailing  
10 parties are entitled to recovery of their reasonable and necessary costs; there is no exception for  
11 derivative actions. As noted in the Memorandum of Costs, NRS 18.110 does not permit the Court to  
12 require Plaintiff to return all that he has taken from the Company. But it can and does permit the  
13 Court to order Plaintiff to provide to Reading and its stockholders at least a portion of the monies it  
14 was forced to expend in defense of itself and the Individual Defendants.

15 DATED this 14<sup>th</sup> day of September, 2018.

16 GREENBERG TRAURIG, LLP

17 /s/ Mark E. Ferrario

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

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

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21 10845 Griffith Peak Drive, Suite 600

22 Las Vegas, Nevada 89135

23 *Counsel for Reading International, Inc.*

## 24 MEMORANDUM OF POINTS AND AUTHORITIES

25 As with Plaintiff's substantive claims, he offers little more than his own conclusory  
26 assertions to support his position that the costs claimed by Reading are excessive. For example, he  
27 boldly asserts that a \$100 taxi ride from an attorney's home to the airport is unreasonable.  
28 However, simple resort to such online services as "World Taximeter"<sup>1</sup> would have revealed that a

<sup>1</sup> See <https://www.worldtaximeter.com/los-angeles/los-feliz,-CA,-USA/LAX>, last viewed  
September 12, 2018.

1 taxi to LAX from such locations as Los Feliz or San Marino, (wherein Mr. Searcy and Mr. Tayback  
2 reside) to LAX averages \$85.91 and \$101.12 respectively- and that is with only a modest tip.  
3 Similarly, Plaintiff objects to Mr. Gould having both local counsel and trial counsel attend court  
4 hearings. Apparently Plaintiff believes it reasonable to violate SCR 42(14)(b), which requires local  
5 counsel to attend court hearings. Additionally, he continually asserts that Reading presented no  
6 evidence that various costs were actually incurred, ignoring the five declarations of counsel who  
7 affirmed that the claimed expenses were actually incurred. In short, the Motion to Retax is one  
8 more in a long string of examples of Plaintiff refusing to let reality stand in the way of the spurious  
9 claims he continues to make with his omnipresent air of righteous indignation.

10 It cannot be denied that the total of the costs for which Reading seeks reimbursement is  
11 astounding. But it is not the fact that Reading *seeks* the costs that is shocking. Instead, it is the fact  
12 *Plaintiff forced Reading to incur these costs*<sup>2</sup> (and indeed, far more) that is outrageous. Throughout  
13 the course of this litigation, Plaintiff was a Director of the Company, and therefore, had access to  
14 detailed information about the Company and business affairs.

### 15 **RELEVANT FACTS**

16 Plaintiff has complained that Reading's memorandum of Costs was insufficient, as it did not  
17 contain all invoices and receipts to support the testimony offered through the Declarations of the  
18 counsel and the spreadsheets itemizing disbursements. Accordingly, in Exhibits 1-4, attached to  
19 this Opposition, are Declarations attesting to the authenticity of the documentary support for the  
20 claimed expenses found in the Appendix at Exhibits A-R. Here Reading presents additional  
21 documentary support for its claim, specifically, Reading has provided the following:

---

26 <sup>2</sup> Even more outrageous is the fact that claimed costs are not even the entirety of what Reading was  
27 forced to incur. Instead, the claimed amounts consist only of the those authorized by pursuant to  
28 NRS 18.005 and caselaw interpreting that statute. Additionally, costs attributable solely to the T2  
complaint and settlement discussions were not included, even those costs were directly caused by  
Plaintiff, as the T2 Complaint expressly relied on Plaintiff's.

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- A Invoices and receipts for Reading's Filing Fees
- B Invoices and receipts for Reading's Deposition Reporter Fees
- C Invoices and receipts for Reading's Official Court Reporting fees
- D Invoices and receipts for Reading for Telephone Conferences
- E Invoices and receipts for Reading's Postage/UPS
- F Invoices and receipts for Reading's expenses, including attendance at depositions, court proceedings and client meetings, and parking expenses.
- G Invoices and receipts for Reading's Courier services
- H Invoices and receipts for Reading's eDiscovery services
- I Invoices and receipts for Reading's for Computerized Legal Research
- J Invoices and receipts for Reading's expenses, including attendance at depositions, court proceedings and client meetings
- K Invoices and receipts for Reading's photocopies; and additional back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for eDiscovery services
- L Back-up invoices and receipts reflecting payments made to reimburse Reading International, Inc. employees and directors for expenses, including attendance at deposition, court appearances, temporary office space and supplies, temporary office space for Counsel
- M Additional back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for eDiscovery services
- N Back-up invoices and receipts reflecting payments made to reimburse Reading International, Inc for expenses, including attendance at deposition, court appearances, temporary office space and supplies, temporary office space for Counsel
- O Additional back-up documentation reflecting payments made for expenses relating to temporary office space and supplies, temporary office space for Counsel
- P Back-up invoices and receipts reflecting payments made by Quinn Emanuel on behalf of Reading International, Inc. for various expenses.

1 Q Back-up invoices and receipts reflecting payments made by Bird Marella on  
2 behalf of Reading International, Inc. for various expenses.

3 R Additional back-up documentation reflecting payments made for expense  
4 relating to temporary office space supplies

5 **See Appendix, Ex. A-R.** Review of the documentation has revealed that there were some  
6 miscalculations in the original accounting of the claimed amounts, requiring some corrections to the  
7 requested costs. With such corrections, the revised amount of costs to which Reading is entitled is  
8 set forth below.

9 **I. READING IS A PREVAILING PARTY ENTITLED TO ITS COSTS IN THIS**  
10 **LITIGATION**

11 Reading is a prevailing party in this litigation, as Plaintiff claims have been dismissed.  
12 Accordingly, Plaintiff cannot receive the relief he requested, which relief would have infringed  
13 Reading's rights and interests. Thus, this was not the case of an outside stockholder looking in,  
14 who needed discovery to determine if his suspicions had merit. Plaintiff was, or should have been,  
15 fully informed of the facts before he even filed his complaint. Despite his own personal knowledge,  
16 he brought his claims, intent no on defending the Company's interests, but instead, on advancing his  
17 own. No greater evidence of his motivation could be found than his abandonment of the monetary  
18 damages claims---an abandonment he did not even disclose until required to show proof that he had  
19 paid his experts. As can be seen, Plaintiff's efforts to reclaim his position cost Reading dearly. He  
20 should be held responsible for those costs.

21 **A. Reading was a Party to this Litigation.**

22 Plaintiff's contention that Reading was not truly a party to this action is incorrect. The relief  
23 Plaintiff requested against Reading would have included injunctive orders, including orders  
24 directing Reading to take certain actions, such as reinstating Plaintiff to an executive position,  
25 terminating Reading's chosen CEO and President; adherence to specific requirements for  
26 appointment to its Board of Directors; refraining from using committees as permitted in the  
27 Company's bylaws, and more. See SAC, Prayer for relief, 3(a)-(e). Such incursions into Reading's  
28 affairs required it to defend against Plaintiff's claims. *See Blish V. Thompson Auto. Arms Corp*, 30



1 Del. Ch. 538, 542 (Del. 1948) (“A corporation may defend a stockholder's derivative action,  
2 although theoretically any recovery rebounds to benefit of corporation, if corporate interests are  
3 threatened by the suit. . . .”); *National Bankers v. Adler*, 324 S.W.2d 35, 37 (Tex. Civ. App. 1959)  
4 (““If the derivative action threatens rather than advances the corporate interests, the corporation  
5 may actually defend the action. ””); *Swenson v. Thibaut*, 39 N.C. App. 77, 100 (N.C. Ct. App. 1978)  
6 (noting that corporation may be required to defend against claims that seek to enjoin corporation  
7 action or interfere with internal corporate governance). Accordingly, Reading properly took an  
8 active role in the matter. Reading filed answers to Plaintiff’s complaints, submitted dispositive  
9 motions; responded to and promulgated discovery; and otherwise fully participated in this  
10 proceeding as a party, and thus was more than a “mere” nominal defendant

11 Furthermore, Plaintiff has varied his position as to Reading’s status as a party to this  
12 litigation, depending upon his own particular needs at the time. Whenever he found Reading’s  
13 involvement in this case inconsistent with his position, he contended that Reading was never a true  
14 party to the proceedings but a “mere” nominal Defendant. But Plaintiff nevertheless consistently  
15 required Reading to step up as a Party to defend itself. For example, the relief requested by Plaintiff  
16 included his own reinstatement and the removal of Reading’s chosen CEO and President;  
17 injunctions against Reading’s board members that would have precluded them from using  
18 committees to effect board business as permitted by both Nevada law and Reading’s Bylaws<sup>3</sup>;  
19 directing Reading to make corrective disclosures; a limitation on the voting rights of certain reading  
20 stock; and direction as to the qualifications of Reading’s Board of Directors. **See SAC, Prayer for**  
21 **Relief, a-e.** Only a party to the proceedings could be subject to the Court’s jurisdiction so as to  
22 render such requested relief enforceable.

23 Additionally, Reading was required to filed responsive pleadings to Plaintiff’s various  
24 complaints. Reading’s Answer to the Second Amended Complaint requested that judgment be  
25

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26 <sup>3</sup> Cotter, Jr literally sought to enjoin the board members *from* taking any and all actions to “put any  
27 member of RDI’s Board of Directors in a position of making any decision on an informed basis,  
28 in good faith and with the best interests of all RDI shareholders in mind.” See SAC, Prayer for  
Relief, b (v). While such an extraordinary request may have been a typographical error, it would  
be consistent with the demand that Cotter, Jr. be reinstated to his former position.

1 entered in favor of RDI and that RDI be awarded its costs and attorneys' fees. *See Reading's*  
2 *Answer to Plaintiff's Second Amended Complaint*, filed December 20, 2016, 27:8-11. Similarly,  
3 when it came to discovery, Plaintiff was quite content to treat Reading as a Party. Indeed, Plaintiff  
4 did not serve Reading with third party subpoenas to obtain documents; he issued requests for  
5 Production of Documents. See **Ex. S, Plaintiff's Request for Production of Documents**, served  
6 on August 14, 2015 (including Reading as party required to respond thereto); **Ex. T, Plaintiff's**  
7 **Request for Production of Documents to Reading International, Inc.**, served February 23, 2016;  
8 **Ex. U, Plaintiff's Second Set of Requests for Production of Documents to Reading**  
9 **International, Inc.**, served June 24, 2016; **Ex. V, Plaintiff James Cotter, Jr.'s Request for**  
10 **Production of Documents to Reading International, Inc.**, served January 12, 2018. Similarly,  
11 when Plaintiff sought leave to conduct "limited" discovery regarding the unsolicited expression of  
12 interest in September 2016, he had no qualms about demanding leave to both seek further  
13 documents from RDI. At that point, Reading had already had to comply with two sets of requests  
14 that had required expensive e-discovery processes. **Ex. W, August 20, 2016 Transcript, 7:11-19.**  
15 Plaintiff's request for additional documents was granted and Plaintiff as also permitted to conduct a  
16 PMK deposition of Reading. *See* Order entered October 10, 2016.

17 Furthermore, Plaintiff's discovery requests and deposition questions continually sought to  
18 infringe upon Reading's evidentiary privileges, requiring vigilance from Reading's counsel to  
19 preserve its rights during depositions of the Individual Defendants, and with respect to document  
20 requests. Indeed, ultimately it was necessary for Reading to seek writ relief with respect to the  
21 privilege issues; while that petition for writ was denied, the Supreme Court noted that the issues  
22 raised therein had been decided in a recent decision, which led to this Court reversing its prior  
23 ruling and ruling in favor of Reading on the issue. *See Reading, Int'l, Inc v. Eighth Jud. Dist. Ct.*,  
24 Supreme Court Case No. 72356, Order dated September 28, 2017.

25 **B. Reading Is Entitled to its Costs Regardless of an Express Written Judgment in its**  
26 **Favor.**

27 Plaintiff is correct that the judgment entered in this matter does not contain language stating  
28 that it is a judgment in favor of Reading. However, Plaintiff is incorrect in asserting that costs may

1 be awarded only to persons in whose favor judgment has entered. Instead, as relevant here, Nevada  
2 law provides:

3 Costs must be allowed of course *to the prevailing party against any adverse party*  
4 *against whom judgment is rendered*, in the following cases:

5 \* \* \*

6 3. In an action for the recovery of money or damages, where the plaintiff seeks to  
7 recover more than \$2,500.

8 \* \* \*

9 NRS 18.020. Plaintiff pleaded that he sought damages in excess of \$10,000. Additionally,  
10 pursuant to NRS 18.050, “[e]xcept as limited by this section, in other actions in the district court,  
11 part or all of the prevailing party’s costs may be allowed and may be apportioned between the  
12 parties, or on the same or adverse sides.”

13 Plaintiff relies on NRS 18.110 for the contention that costs may be awarded only to an  
14 individual in whose favor judgment has been entered. However, while this statute imposes a  
15 requirement for a person in whose favor judgment has entered to file a memorandum of costs, the  
16 statute does *not* limit an award of costs to such persons. Indeed, in this respect, Reading’s position  
17 is analogous to that of the third-party defendants in *Copper Sands Homeowners v. Flamingo 94*  
18 *Ltd.*, 130 Nev. Adv. Op. 81, 335 P.3d 203, 204 (2014). In that construction defect case, the court  
19 entered judgment against the Plaintiff HOA, dismissing its claims against the developer, and  
20 thereby essentially mooted the third party claims the developer had brought against the  
21 subcontractors, as such claims had been contingent on the HOA’s Plaintiff’s claims. Even though  
22 the HOA had not brought claims against the subcontractors, the Court found that the subcontractors  
23 were adverse to the HOA, because the subcontractors’ liability was contingent on the success of the  
24 HOA’s claims against the developer. Because judgment had been entered against the HOA, a party  
25 adverse to the subcontractors, an award of their costs was appropriate under NRS 18.020. Here,  
26 Reading’s liability for the relief that Plaintiff sought was dependent upon the Plaintiff’s claims  
27 against the Individual Defendants. Accordingly, judgment in favor of those Individual Defendants  
28 and against Plaintiff establishes Reading as a prevailing party.

Furthermore, even if it were necessary to a party seeking costs to have had judgment entered

1 in its favor, the omission of Reading from the judgment is easily remedied. Indeed, to satisfy the  
2 requirements of a final judgment, a formal resolution of Reading's "rights and liabilities" is  
3 necessary, and accordingly, Reading has filed a Motion for Entry of Judgment in Its Favor.

4 **II. READING'S REQUEST FOR FEES INCURRED ON BEHALF OF DEFENDANT**  
5 **GOULD IS TIMELY.<sup>4</sup>**

6 Plaintiff contends that no costs should be awarded for the defense of Mr. Gould because the  
7 judgment in his favor was certified as final for purposes of appeal in January 2018. However, as set  
8 forth in the Memorandum of Costs, Reading is the real party in interest with respect to the award of  
9 costs, as it has a statutory duty to indemnify Mr. Gould. Reading is not time barred from seeking  
10 its costs; the memorandum was timely with respect to the Judgment entered on August 16, 2018,  
11 pursuant to the stipulation of the parties. See Stipulation and Order dated August 20, 2018. In the  
12 event this Court finds that the Memorandum of Costs is *premature* due to the lack of a formal  
13 judgment in favor of Reading, then Reading requests the ruling be postponed until its Motion is  
14 resolved.

15 Furthermore, the deadline to file a Memorandum of Costs is not jurisdictional, because a  
16 District Court may grant leave to file it beyond the deadline. NRS 18.110(a); *Eberle v. Redfield*  
17 *Trust*, 108 Nev. 587, 590, 836 P.2d 637 (Nev. 1992). Accordingly, even if the memorandum of  
18 costs had been filed late, this Court would be free to consider it.

19 **III. THE COSTS REQUESTED BY READING WERE REASONABLE, NECESSARY,**  
20 **AND ACTUALLY INCURRED.**

21 Plaintiff contends that the costs incurred by Reading, for its own defense, and for the  
22 defense of the Individual Defendants, are excessive. Much of Plaintiff's complaint is that the  
23 various expenses were for services that could have been obtained more cheaply. However, "[t]he  
24 standard for approval of a disbursement amount is whether the cost is 'reasonable.' That clearly  
25 does not mean that only the cheapest provider may be used." *E 13TH ST v. Urban Dev. Corp.*, 164

26 \_\_\_\_\_  
27 <sup>4</sup> In his Motion to Retax, Plaintiff did not challenge the timeliness of the request for fees incurred on  
28 behalf of Defendants Judy Coddington, Edward Kane, Douglas McEachern, or Michael Wrotniak.  
Accordingly, any challenge to the timeliness of the request as to fees incurred on behalf of those  
defendants has been waived.

1 Misc. 2d 589, 594 (N.Y. Misc. 1995). The mere existence of a less expensive way of achieving the  
2 desired goal does not make the chosen method unreasonable. *Edick v. Allegiant Air, LLC*, 2:11-  
3 CV-259 JCM (GWF), at \* (D. Nev. Oct. 3, 2012) (denying challenge to discovery cost expense  
4 based on less expensive means of obtaining documents).

5 Plaintiff also complains that Defendants submission was inadequate, because not all  
6 invoices for all outside expenses were included with the Memorandum of Costs. However, NRS  
7 18.110 does not require that the memorandum of costs include invoices; instead, it requires that the  
8 costs be verified by oath of party, counsel, or staff member of counsel as to the accuracy and  
9 necessity of the costs claimed.<sup>5</sup> NRS 18.110(1)(stating memorandum “ must be verified by the oath  
10 of the party, or the party’s attorney or agent, or by the clerk of the party’s attorney, stating that to  
11 the best of his or her knowledge and belief the items are correct, and that the costs have been  
12 necessarily incurred in the action or proceeding). Filing such a memorandum is sufficient, and if no  
13 motion to retax is filed, there will be no appellate review of an award of costs. *Sheehan & Sheehan*  
14 *v. Nelson Malley & Co.*, 121 Nev. 481, 493, 117 P.3d 219, 227 (2005). Once a motion to retax costs  
15 is filed, and the veracity, reasonableness, or necessity of claimed costs are challenged, the party  
16 seeking costs has the opportunity to present supporting data in the opposition to the motion. *See*  
17 *Police v. Brokaw (In re Dish Network Derivative Litig.)*, 401 P.3d 1081, 1093 (Nev. 2017)  
18 (rejecting claim that supporting documentation had to be included with memorandum, rather than in  
19 response to motion tor retax).

20 Furthermore, “justifying documentation” does not necessarily require invoices or receipts.  
21 An affidavit itemizing the amount and explaining the need for the expense can suffice. *See Cadle*  
22 *Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1055 (Nev. 2015) (overturning an award of costs  
23 because an affidavit that noted expenses for which no invoice was available *did not* contain  
24 itemization of justification for the expenses not evidenced by invoices). Here, Reading submitted  
25 itemizations of the costs incurred by the various defense teams, with declarations from lead and  
26 local counsel, verifying that such expenses were actually incurred through their law firms, and also  
27 explaining the need for the expenses. **Memorandum of Costs Exhibits A, C, D, and E.** Reading

28 <sup>5</sup> Pursuant to **NRS 53.045**, a declaration may be used in placed of an affidavit or other sworn statement.

1 also submitted an itemization of costs paid directly by it, with a declaration from its general counsel  
2 verifying both the actual; incurrence, and the need for the expense. **Memorandum of Costs**  
3 **Exhibit B.**

4 Plaintiff cites extensively to *Bobby Berosini v. PETA*, 114 Nev. 1348, 1352, 971 P.2d 383  
5 (1998), claiming that it requires invoices and receipts to prove expenses. However, a close reading  
6 of *Berosini* reveals the specific inadequacies in the Memoradum of Costs filed in that matter. Costs  
7 for investigative services was denied, because there was not testimony presented explaining why  
8 such services were needed for the litigation. Costs of copying and telephone calls were denied  
9 because no explanation of the need for costs was given, and the long-distance telephone calls were  
10 not itemized. *Id.* 114 Nev. at 1352-1353. Here, Reading provided both itemization and  
11 explanations for the necessity of its costs. Nevertheless, since Plaintiff apparently does not  
12 recognize that the declarations of counsel constitute evidence that expenses were actually incurred,  
13 any concerns about actually incurrence may be put to rest, as Reading has provided approximately  
14 the thousands of pages of documentation in Appendix Exhibits A-R.

15 In terms of the *reasonableness* of the costs, while Plaintiff has mis-described a number of  
16 the claimed expenses, he has done little more than make conclusory assertions that various expenses  
17 were too high. He also relies on the irrelevant contention that cheaper alternatives could have been  
18 used. But he has not proffered anything to show why any of the costs incurred were purportedly  
19 unreasonable.

20 **A. Reading is Entitled to All Filing Fees Claimed.**

21 Plaintiff asserts that Reading paid excessive filing fees. Indeed, Plaintiff expresses  
22 indignation that Reading “appears to seek filing fees for every paper it filed in this Court.”  
23 However, Reading is *entitled* to recover all of the filing fees paid by it, as well as those paid on  
24 behalf of the Individual Defendants.

25 Plaintiff’s argument is primarily based on his theory that Reading was not a party to this  
26 action, and accordingly, did not “need” to file the documents. However, as shown above, Reading  
27 was *treated* as a party by Plaintiff, as it was named as a defendant, had relief against it requested,  
28 filed answers to the complaints, was forced to respond to various motions against it; was required to

1 comply with the Court's orders, was required to responded to four sets of written discovery  
2 promulgated by Plaintiff, was forced to seek the intervention of the Supreme court when its  
3 privileged was invaded; and more. As shown in Part I above, a corporation can be more than a  
4 nominal defendant when its own interests are threatened by the derivative action. That  
5 circumstance existed here, and Reading responded appropriately.

6 Plaintiff's also contends that a party claiming recovery of its filings fees must itemize and  
7 explain the necessity of the fees. However, the plain language of NRS 18.110(3) is to the contrary.  
8 Indeed, pursuant to that rule, *the amount of the filing fees does not even need to be included in the*  
9 *Motion. See* NRS 18.110(3) ("It shall not be necessary to embody in the memorandum the fees of  
10 the clerk, but the clerk shall add the same according to the fees of the clerk fixed by statute."); *see*  
11 *also, Brochu v. Foote Enters., Inc.*, 381 P.3d 596, (Nev. 2012) ("As standard fees, the district court  
12 did not need additional documentation to determine that the filing fees were actual and  
13 reasonable"). Thus, Nevada law makes clear that a prevailing party is entitled to recover *all* filing  
14 fees paid, regardless of any itemization or receipts.<sup>6</sup>

15 Nevertheless, Reading has provided documentation of the filing fees paid, contained in  
16 Appendix A, P and Q. Accordingly, Reading is entitled to an award of costs for court and e-filing  
17 fees in the total amount of \$11,863.04.

18 **B. Reading is Entitled to the Deposition Costs Claimed.**

19 With respect to deposition costs, Plaintiff again contends Reading's costs should not be  
20 reimbursed, claiming that Reading did not have to defend itself. As shown above, this assertion is  
21 untrue; Reading was required to defend itself against Plaintiff's claims, and further, was required to  
22 defend its privilege.

23 Plaintiff also protests that the three defense teams should have shared depositions transcripts  
24 amongst themselves, rather than each defense team (each of whom represented different parties)  
25 paying the court reporters for the copies. In other words, Plaintiff contends that because the  
26 Defendants did not cheat the court reporters of their fair expectation of remuneration for their

27  
28 <sup>6</sup> In this case, where resort was made to the Supreme court for petitions for writs, the requested fees  
also include the fees paid to the Supreme Court for such filings.

1 services, including the purchase of transcripts for separate defense team, Reading's request for fees  
2 is unreasonable. Court reporters, not surprisingly, are opposed to such practices, calling it theft. See  
3 "Unauthorized Sharing of Deposition and Court Transcripts, Theft of Services?" *Chaos in the*  
4 *Courtroom*, [http://www.chicagonow.com/chaos-in-the-courtroom/2015/12/unauthorized-sharing-](http://www.chicagonow.com/chaos-in-the-courtroom/2015/12/unauthorized-sharing-of-deposition-and-court-transcripts-theft-of-services/)  
5 [of-deposition-and-court-transcripts-theft-of-services/](http://www.chicagonow.com/chaos-in-the-courtroom/2015/12/unauthorized-sharing-of-deposition-and-court-transcripts-theft-of-services/), last viewed, September 11, 2018.  
6 Additionally, such a practice is short sighted, it inevitably drives up the cost per page that a court  
7 report must charge to make a living. See Deborah Walters, "Why Sharing Your Transcript With  
8 Other Parties May Be Harmful to Your Client, [http://pohlmanusa.com/why-sharing-your-transcript-](http://pohlmanusa.com/why-sharing-your-transcript-with-other-parties-may-be-harmful-to-your-client/)  
9 [with-other-parties-may-be-harmful-to-your-client/](http://pohlmanusa.com/why-sharing-your-transcript-with-other-parties-may-be-harmful-to-your-client/), last viewed, September 11, 2018.

10 Furthermore, with respect to the depositions that occurred in California—as most in this  
11 case were—the practice of sharing copies of the transcript with other parties is actually prohibited  
12 by law. California law provides:

13 Any court, party, or person who has purchased a transcript may, without paying a  
14 further fee to the reporter, reproduce a copy or portion thereof as an exhibit pursuant  
15 to court order or rule, or for internal use, but shall not otherwise provide or sell a  
copy or copies to any other party or person.

16 CA. Govt. Code § 69954. Additionally, Cal Civ Procedure 2025.510 states that each party who  
17 wants a copy of the deposition transcript is responsible for the cost. Given the prohibition against  
18 sharing amongst parties, the Defendants' practice of purchasing separate copies for each defense  
19 team was reasonable.

20 Reading has provided documentation of the depositions costs, contained in Appendix B, P  
21 and Q. Accordingly, Reading is entitled to an award of costs for deposition expenses in the total  
22 amount of \$158,511.15.

23 **C. Reading's Expert Costs Were Reasonably Incurred Given Plaintiff's claims, and**  
24 **the Reports of his Experts.**

25 Plaintiff spends a great deal of time challenging Defendant's expert expenses, claiming they  
26 were "prohibitive, unreasonable, [and] largely unnecessary." Reading certainly agrees that the costs  
27 were prohibitive. But they are not unreasonable in light of Plaintiff's claims. And while they  
28 proved, *ultimately*, to be unnecessary, Defendants had no way of knowing that Plaintiff would



1 abandon his claim for damages. Therefore, it was necessary for Defendants to expend effort to  
2 prepare its experts for trial testimony.

3 Plaintiff's contention that expert witnesses were unnecessary for Defendant because  
4 Plaintiff had the burden of proof is an absurd argument.<sup>7</sup> If the burden of proof determined the  
5 necessity for retaining an expert witness, then no defendant could ever recover the costs of expert  
6 witnesses. It is the nature of the claims made, not the burden of proof, that determines whether an  
7 expert witness was necessary. As relevant here, Plaintiffs claims included issues of corporate  
8 governance, a topic outside the ordinary experience of typical jurors. Similarly, his damages  
9 theories were based upon the effect of specific events on stock prices and upon company valuations.  
10 These topics, too, are outside the ordinary experience of the average jurors. Because of these claims  
11 and theories, the retention of witnesses with specialized knowledge was necessary to assist the trier  
12 of facts expert witnesses to understand the evidence it was anticipated would be presented. *See*  
13 NRS 50.275.

14 Plaintiff also, astonishingly, contends that because his claims were frivolous, and his  
15 expert's damage theories speculative, the claimed costs "do not pass the smell test." But it is  
16 precisely because his claims were grounded in speculation rather than fact that *opinion* testimony  
17 was needed to combat them in a jury trial.<sup>8</sup> Expert testimony was needed to show that Plaintiff's  
18 damages claims were unsupported by any credible analysis. And Defendants had to counter Judge  
19 Steele's opinions, including showing that he had not considering the relevant state's law.

20 Plaintiff also contends that because the ultimate outcome in this matter did not rely on the  
21 expert witnesses, but instead, focused on his own lack of evidence to support his factual allegations,  
22 the costs for experts cannot be deemed necessary. But given that summary judgment is typically  
23 decided mere weeks before trial, as occurred here, parties cannot know in advance whether an  
24

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25 <sup>7</sup> In making his argument about the burden of proof, Plaintiff against shows his willingness to  
26 change to his position as needed for the specific issue. Throughout this litigation, Plaintiff had  
27 contended that the Individual Defendants bore the burden of proving their good faith. *See, e.g.,*  
28 Plaintiff's Supplemental Opposition to So-Called Summary Judgment Motion Nos. 2 ad 3, p. 16.

<sup>8</sup> Moreover the unique issues presented by his claims, wherein a supposed derivative plaintiff  
sought reinstatement of his own employment position, drove much of the need for extensive  
research.

1 expert witness will be necessary to assist the trier of fact. Where the claims made warrant expert  
2 testimony, it must be assumed that experts will be required to testify. Accordingly, experts must be  
3 retained, they must prepare their reports, and they must be prepared to testify. The fact that trial  
4 never occurs because summary judgment is granted does not render such expert expenses  
5 unreasonable or unnecessary. And, in situations where no trial occurs, many of the factors to  
6 consider under the test set forth in *Frazier v. Drake*, 357 P.,3d 365, 377 (Nev. Ct. App. 2015),  
7 simply have no application.

8 Plaintiff also contends that the experts duplicated each other's work. However, this is  
9 untrue. Richard Roll, individual defendants' initial expert, is recognized as the preeminent expert in  
10 stock drop analysis. Individual Defendant's counsel knew that Plaintiff would argue that his  
11 termination resulted in damage to the company as a result of a stop that occurred some days after  
12 Plaintiff was termination. Accordingly, Prof. Roll was retained to study and preemptively combat  
13 this issue of the causes of the stop drop before receiving Plaintiff's damages expert report.

14 However, once Plaintiff produced Duarte-Silva's report, it was discovered that not only did  
15 Plaintiff claim damages from a stock drop after Plaintiff's termination, but his expert also opined on  
16 damages as a result of Ellen Cotter's performance as CEO, *and* damages as a result of failure to  
17 pursue the Patton Vision offer. These two types of damage are very different from a stock drop  
18 purportedly based on the company's announcement. Damages purported caused by the placement  
19 of Ellen Cotter as CEO would require comparisons of performance of similar companies. Purported  
20 damages from a failure to consider an bona fide offer would require analysis of the company value  
21 over a period of time.

22 Defendants made it abundantly clear that Duarte-Silva was totally unqualified to opine as to  
23 all three of these distinct areas of damages. Nor was Prof. Roll qualified to opine as to all three  
24 areas. Accordingly, in addition to Roll, who was opining as to purported damages arising from  
25 Plaintiff's termination, Individual Defendants retained Dr. Bruce Strombom to rebut Duarte-Silva's  
26 claim of damages from Ellen Cotter as CEO and Jonathan Foster to rebut Duarte-Silva's claim of  
27 damages from failure to pursue the Patton Vision offer. It was reasonable for Defendants to retain  
28 experts who were qualified to analyze and opine on each type of damages claim; a plaintiff's

1 willingness to put his faith into a single expert who was not qualified to conduct the three separate  
2 types of analysis should not guide what is reasonable for a defendant.

3 Defendants damages experts had to conduct complex analysis, involved review of vast  
4 qualities of data, and considerable research into Reading industries and the performance of the stock  
5 market during the relevant time periods. Given Plaintiff's claims that Reading had suffered in  
6 excess of \$100 million, expert fees that constitute less than 1.5% of the claimed damages cannot be  
7 deemed unreasonable. *See Taylor Morrison of Colo. v. Bemas Constr.*, 2012 Colo. Dist. LEXIS  
8 1913, \*19 (Colo. Dist. Ct. October 17, 2012) (approving expert costs of more than \$1.1 million,  
9 where the potential damages were approximately \$10 million).

10 Nor was it unreasonable or duplicative for both defense teams for the Individual Defendants  
11 to retain qualified experts to respond to Judge Steele's report. Mr. Gould was entirely within his  
12 rights to retain an expert of his own on that issue, particularly when the claims against him were  
13 based on actions different from those of most of the other Defendants.

14 Plaintiff's contends that Mr. Gould's expert was unreasonably costly, given that Plaintiff  
15 had testified that he considered Gould independent. Plaintiff's testimony merely illustrates that his  
16 claim against Mr. Gould was groundless.<sup>9</sup> Significantly, despite that admission, this Court did not  
17 initially dismiss Mr. Gould from the case, nor did Plaintiff voluntarily dismiss the claim. Since Mr.  
18 Gould was required to defend against the claim despite Plaintiff's admission, it was reasonable for  
19 him to include an expert witness in his defense arsenal.

20 Plaintiff has failed to show that the expert fees incurred by Reading were unreasonable.  
21 Accordingly, Reading is entitled to recover \$1,403,751.94 for its expert fees.

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27 <sup>9</sup> The Court should note that in his appeal of this Court's judgment regarding the Dismissed  
28 Directors, the judgment in favor of Mr. Gould is included. Clearly Plaintiff continues to think  
there is a possibility of exposure for Mr. Gould (or his estate).

**D. Reading's Claimed Photocopy Charges were Reasonable and Necessary.**

Plaintiff contends that Reading did not explain why it was necessary to use outside vendors to make copies and assemble binders. However, whether or not outside vendors are used is immaterial to the issue of copying charges. Plaintiff has not shown that the costs charged by the vendors were in any way unreasonable.

Plaintiff's complaints that documents could have been provided electronically rather than in hard copy form appears to assume that the recipients are required to read documents on their computer, rather than online. If such a requirement existed, then the statute would not authorize the making of *any* copies.

Moreover, among the justifications given by Mr. Ferrario for the printing of documents was for use during depositions. Plaintiff's counsel would surely have objected if his client had been asked to review a document on a computer screen, rather than in hard copy. Furthermore, requiring individuals to print out copies from their own computers, rather than providing the documents in hard copy form, does not present a cost savings for any litigant; it merely shifts the burden from sender to recipient. To the extent that copies were made to provide the parties with hard copies, then there is no cost shift at all. The parties would be entitled to reimbursement of their expense for printing the copies out (possibly at considerably higher per page cost than cost than with commercial printers). It merely shifts the time the litigant incurs the cost.

The Declarations of Mark Ferrario, Marshall Searcy, and Shoshana Bannett each explained the need for the copying costs. Plaintiff has proffered nothing to rebut the necessity of these expenses.

Reading has provided further detail regarding the photocopying expenses, which revealed that some of such expense was more properly categorized as E-Discovery costs. See Appendix Exhibit K. The corrected amount sought by Reading for scanning and copying is \$17,713.59.

**E. Teleconferences**

Plaintiff objects to the costs of teleconferences, claiming that Reading did not explain the need for such teleconferences. However, the Declaration of Mark Ferrario did explain why teleconferences were necessary, citing the existence of a total of three trial teams, two of which

1 were based in California, as well as the fact that Reading itself has its headquarters in California,  
2 making telecommunication necessary. Moreover, unlike the situation in *Berosini*, an itemized list  
3 of the telephone conferences was submitted with the Memorandum of Costs. Accordingly, there is  
4 no basis for retaxing the telephone charges.

5 Reading has provided further documentation of telephone expenses. See Appendix Exhibits  
6 D. Reading is entitled to recovery \$1,112.62 for telephone expenses.

7 **F. Reading's Claimed Expenses for Deposition Travel Were Reasonable and**  
8 **Necessary.**

9 **1. Reading's own Costs Were Reasonable and Necessary.**

10 Once again, Plaintiff contends Reading was unreasonable for participating in this matter.  
11 Yet, Plaintiff's own arguments demonstrate *why* it was necessary for Reading's counsel to attend  
12 depositions. Plaintiff makes the extraordinary argument that counsel for the Individual Defendants  
13 should have been charged with the duty of protecting Reading's evidentiary privileges. *Motion*,  
14 22:12-17. However, one obvious reason that separate counsel is required for director defendants  
15 and corporations is because their interests regarding evidentiary privileges could well diverge, as  
16 *Las Vegas Sands Corp. v. Dist. Ct.*, the very case on which Plaintiff relies, makes clear. Counsel for  
17 the Individual Directors should not be put in the position of deciding whether it is better *ultimately*  
18 to advise their client to reveal privileged matter that might benefit that client in the existing  
19 litigation but result in action by the corporation for breach of fiduciary duty, or to advise them to  
20 protect their corporate privilege to the client's own detriment. It is not reasonable for Plaintiff to  
21 insist that Reading should have placed its officers and directors, and their counsel, into such a  
22 position by failing to take measures to protect its privileges itself.

23 Plaintiff also contends that Reading could have appeared at depositions via telephone. Under  
24 any circumstances, participation in a deposition by telephone is far from ideal. The distant attorney  
25 cannot benefit from first hand witnessing of the deponent's demeanor, or reactions to questions.  
26 Technical difficulties can easily result in disruptions, and accidental disconnections are not  
27 uncommon. Nevertheless, where the subject matter of the deponent's testimony made it less likely  
28 that Reading's active participation in the deposition would be significant, Reading's counsel

1 appeared by telephone. In fact, for the majority of the expert witnesses, Reading's participation was  
2 via telephone. However, Reading's role was more significant for fact witnesses, especially  
3 witnesses who were directors or employees of Reading, and accordingly, personal attendance was  
4 reasonable.

5 Plaintiff also objects to the payment for travel agent fees, calling such fees unnecessary  
6 without explanation. However, use of the travel agency for GT attorneys is necessary unless the  
7 individual attorneys do not advance the funds for travel themselves. **See MEP 35.** Additionally, use  
8 of the travel agency allows for assurance that the most economical flights suitable for the necessary  
9 times are obtained, permits easy switching if deposition plans change, and allows for credit for  
10 otherwise nonrefundable air tickets in case the dates change, as occurred frequently in this matter.  
11 Such practices are ultimately cost savings measures. *Id.*

12 Plaintiff also contends that a number of travel expenses were not described other than by  
13 date, citing MEP 27-32. All expenses listed therein were incurred with respect to travel for  
14 depositions, with such travel including airfare, transfers to and from airport, meals and hotels, as  
15 stated in the Motion, and Mr. Ferrario's declaration. The listed dates correspond to the depositions  
16 herein, a fact that Plaintiff obviously does not contest. While the itemization already provided,  
17 coupled with Mr. Ferrario's declaration, adequately justifies the claimed expenses, the specific  
18 receipts and reimbursement request forms for the deposition travel may be found in **Appendix**  
19 **Exhibits F and J.**

20 **2. The Deposition Travel Expenses Incurred by Counsel for the Cotter Defendants**  
21 **was Reasonable.**

22 Plaintiff contends that expenses reported by Quinn Emanuel are excessive. However,  
23 Plaintiff is making undue assumptions. Plaintiff's contention that the travel to New York shown in  
24 excess of \$1000 at MEP 381 was for first class is untrue. Review of the specific invoice for such  
25 trips shows that the trip was "H" class, on American Airlines. See Appendix Ex. Q. On that airline,  
26 "H" class is "economy."<sup>10</sup> Plaintiff complains that charges in excess of \$700 are also excessive,  
27

28 <sup>10</sup> American Airlines' service class coding may be found at <https://www.aa.com/i18n/aadvantage-program/miles/earn/special-fares.jsp>, last viewed September 12, 2018.

1 but does not even acknowledge that such expenses included not only airfare roundtrip from LAX to  
2 JFK, but also roundtrip train travel to Boston. Thus, the charges include multiple deposition  
3 preparation and deposition proceedings together. **See MEP 381.** Similarly, Plaintiff falsely  
4 contends that the hotel charges in excess of \$1000, shown at MEP 388, were per day. However,  
5 Plaintiff is well aware that the depositions in question extended over more than one day, and  
6 therefore, was well aware that the hotel expense constituted more than one night's stay. New York  
7 City is certainly an expensive venue in which to hold depositions, but the depositions in question  
8 were set at Plaintiff's behest. It is hardly surprise that, with attendant taxes, the daily costs of  
9 hotels exceeded \$600 for weekday nights in that city.

10 Plaintiff also contends that the costs incurred by the attorneys to travel to and from airports  
11 or to and from depositions was excessive. But Plaintiff does not explain why the charges are  
12 purportedly excessive. The Los Angeles metropolitan area is quite large, and is notorious for its  
13 congested traffic, as shown in Ms. Bannett's Declaration, **Ex. 3**, it is not uncommon for taxi travel  
14 from various suburbs to LAX above approach, or even exceeds, \$100. See also, n. 1, *supra*.  
15 Significantly, Plaintiff does not state what amount he deems would be reasonable for such services,  
16 nor does he offer any evidence to show such amounts are unreasonable.

17 Plaintiff's contention that a \$25 per diem is a reasonable limit for out of town travel is far-  
18 fetched. Such a budget would be difficult to maintain, even if all meals were taken at unhealthy  
19 fast food vendors. The average cost of breakfast alone at any respectable hotel would consume  
20 most, if not all, of that amount. Indeed, one need only review what the federal government  
21 considers to be reasonable per diem rates for employee travel, which contemplates government  
22 employee discounts, to see that the amount of \$25 per day is nonsensical. Plaintiff offers no  
23 justification for such a rate that is less than half the *national* rate published by the Federal  
24 Government Services Administration ("GSA") as appropriate for expenses, and barely a third of the  
25 rate deemed appropriate for New York City.<sup>11</sup>

26  
27 <sup>11</sup> In determining reimbursement amounts for Nevada employees, the State of Nevada refers to the  
28 per diem rates for specific locations published at the GSA per diem look up site. See,  
<http://admin.nv.gov/uploadedFiles/adminnvgov/content/About/TravelPerDiemPolicy-11-26-13.pdf>. The IRS accepts such GSA rates for standard (i.e. unitemized) deductions. See

1 Plaintiff also contends that “local meals” should be excluded. However, there is no logic to  
2 such contention. Whether the deposition was set in New York, requiring all counsel to travel, or  
3 was set in some corner of Southern California, the attorneys were required to be away from their  
4 offices, without the time to return to the office or home. The attorneys were thus, due to the  
5 deposition, required to purchase meals, whether by having them brought in (in which event, the  
6 expense likely includes lunches of several persons equally entitled to seek reimbursement), or at a  
7 restaurant.

8 Finally, Plaintiff contends that Quinn Emanuel deposition travel expenses are excessive,  
9 because they exceeded that of counsel for Mr. Gould. However, Plaintiff ignores the fact that while  
10 Mr. Gould’s counsel represented only him (and for a time, Mr. Storey), Quinn Emanuel represented  
11 seven Defendants, several of whom lived outside Southern California. Quinn Emanuel attorneys  
12 had to travel for longer periods of time when their clients were being deposed, to engage in the  
13 necessary witness preparation. In contrast, Mr. Gould’s counsel had offices that were literally next  
14 door to those that Mr. Gould’s own law firm occupied. Comparing the expenses of the two firms  
15 therefore offers not credible basis for determining the reasonable of the expenses.

16  
17 **3. The Expenses Incurred for Deposition Travel by Mr. Gould’s counsel Were Reasonable.**

18 Plaintiff objects to various entries in Mr. Gould’s travel expenditures. **Exhibit Q** provides  
19 more detail as to these expenses, thereby addressing the bulk of Plaintiff’s complaints. Reading  
20 concedes that the flight to Philadelphia does appear to be for a first-class flight, and accordingly, the  
21 amount claimed should be reduced to 25% of the amount, or \$903.00. However, the rest of the  
22 challenged expenses are not, as Plaintiff contends, “Luxury items.” As shown in the Declaration of  
23 Shoshana Bannett, the upgrade in question consisting of a move from a middle to an aisle seat, on a  
24 five-hour flight, but the travel was still economy. **Ex. 3, ¶ 5.** While attorneys may not be  
25 reimbursed for luxurious accommodations when travelling, neither are they expected to suffer

26  
27 <https://www.irs.gov/taxtopics/tc511>, last viewed September 12, 2018. Counsel’s review of the  
28 GSA lookup site, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>,  
on 9/13/2018 revealed that the GSA rates for Meals and Incidental expenses per diem in NYC is  
\$74; for Philadelphia is \$64; for Boston \$69; for San Francisco \$74; for Los Angeles, \$64.



1 extreme discomfort; moreover, an aisle seat permitted the attorney sufficient room to conduct work  
2 during the five-hour flight. The objection to the Boston hotel room is also misplaced, because the  
3 criteria for choosing the hotel was that “the least expensive hotels within comfortable walking  
4 distance from the deposition site that offered room service.” **See Ex. 3, ¶ 3.** Close proximity to the  
5 deposition site avoided the need for a rental car or taxis. Mr. Gould cannot be faulted for the high  
6 cost of hotels at the location, particularly given that the deposition was held in Boston to  
7 accommodate Plaintiff’s expert witness, as Plaintiff well knows. Additionally, the hotel expense  
8 included dinner and breakfast, both of which were eaten at the hotel. ***Id.* at ¶ 4.**

9 As noted above, Reading has provided additional documentary evidence to support its  
10 claims of deposition travel expenses **in Appendix Exhibits F and J.** Additionally, documentary  
11 support for travel expensed incurred by counsel for the Individual Defendants is set forth in  
12 **Appendix Exhibits P and Q.** Reading is entitled to recover \$67,718.28 for deposition travel  
13 expenses. If, after reviewing such documentation, the Court determines that any claimed expenses  
14 were higher than reasonable, then the amount awarded to Reading should be reduced to the amount  
15 the Court deems reasonable, rather than disallowed entirely.

16 **G. The Expenses Incurred for Legal Research were Reasonable.**

17 Plaintiff contends that the legal research expenses incurred by Reading were unreasonable,  
18 comparing them to the amounts claimed on behalf of the Individual Defendants. However, Reading  
19 has not shown the entirety of electronic research expenses incurred by their firms during their  
20 representation. Instead, such costs incurred once the law firms were no longer subject to the  
21 restrictions placed upon them by the insurance carrier who paid the *first* \$10 million of the fees and  
22 costs incurred as a result of Plaintiff’s frivolous action. The carrier paid a much higher portion of  
23 the fees of the Individual Defendants than it did of those of Reading’s own counsel.

24 Plaintiff also claims the legal research costs were excessive because Reading was only a  
25 nominal defendant. This issue is addressed above. Moreover, Reading was a party who filed a  
26 Motion to compel arbitration in response to the initial complaint (which included direct claims by  
27 Plaintiff); filed multiple dispositive motions; fought several battles over the sufficiency of its  
28 production; and fought an extensive battle over its privilege, which involved briefing for both its

own and then for Plaintiff's motion to reconsider, and culminated in a writ petition.<sup>12</sup>

Plaintiff contends that the Westlaw charges are not sufficient itemized, but he offers no explanation of precisely what degree of itemization is needed.<sup>13</sup> Here, the spreadsheet entries for legal research include the date of the incurrence, the amount charged, and the attorney using the service. As can be seen at **Appendix Ex. I**,<sup>14</sup> the invoices from Westlaw the provided also contain that same information. contain that precise information. Computerized research services are billed to a client based on the input of a client matter number; therefore, Plaintiff's concerns that the research was for other matters for which GT represents Reading is misplaced.

Plaintiff's contention that because Nevada has only a few published decisions regarding derivative cases is a non sequitor. Plaintiff did not confine himself to Nevada case law; to the contrary, he relied almost exclusively on Delaware authority. Defendants had little choice but to address such authority and do the same. Nor is the availability of free but grossly inferior legal research databases relevant to the reasonable or necessity of the expenses incurred here. Westlaw is a service customarily used by Nevada attorneys, and its use in Nevada litigation cannot be deemed unreasonable. Plaintiff is correct that there was an error in reporting the Westlaw charges incurred by Mr. Gould's counsel. Accordingly, the requested amount for computerized research has been reduced.

Reading is entitled to recovery \$55,721.20 for computerized research costs.<sup>15</sup>

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<sup>12</sup> While the writ petition itself was denied, this was only because the Supreme Court had already adopted the reasoning urged by Reading in a recent decision.

<sup>13</sup> Plaintiff cites top *Berosini*, contending that it discusses the requirements for Westlaw charges, but in fact, there is no reference to computerized legal research or Westlaw in that opinion. **See Motion, 24:20-22.**

<sup>14</sup> Attached to Exhibit I of the Appendix is back-up documentation for \$32,019.50 in costs relating to Computerized Research. AS stated in Mr. Ferrario's Declaratrion, ¶ 11, Greenberg Traurig's accounting department did not retain Westlaw records prior to June 2016, however, the documentation submitted as Ex. 8 in this regard provides an itemized breakdown of such charges and is more than sufficient to meet the Court's needs.

<sup>15</sup> This amount includes the correction of the error identified by Plaintiff at Motion p. 25

**H. The expenses Claimed for E-Discovery Costs are Reasonable**

Cotter, Jr.'s complaints regarding e-discovery charges and a purported lack of knowledge regarding the process RDI undertook to comply with his discovery requests are wholly without merit. As a preliminary matter, Mr. Krum played a large role in crafting the plan for what e-discovery would be harvested and the process utilized by RDI and the other defendants to refine and search relevant data for use in this litigation. Indeed, Mr. Krum identified the custodians from which data was to be retrieved and it was RDI that tried to more narrowly tailor the same to avoid running up e-discovery costs. Additionally, it was Mr. Krum that insisted certain search terms be utilized in the predictive coding process even though counsel for RDI vocalized concerns that the terms were overly broad and would necessitate the review of an enormous amount of documents the bulk of which would be irrelevant to these proceedings. As such, it is disingenuous for Cotter, Jr. to now balk because the fees incurred were "extraordinary" when his discovery demands necessitated the same.

Notwithstanding the foregoing, Appendix Exhibits **H, K and M** contain copies of the invoices that support RDI's e-discovery costs. Notably, as set forth in the invoices, the initial data collection and processing in October and November 2015 was 1979.78 GB. Then over the course of next few months, search terms were run and deduplication occurred and a shared database was created to house only the parties' productions.

After the initial data was harvested from individual custodians and imaged for use in this matter, it had to be processed by a vendor and uploaded into a system that would allow it to be searched. After meeting and conferring with counsel for Plaintiff, terms were agreed on for predictive coding.<sup>16</sup> After the predictive coding process was complete, the data was deduplicated electronically. Thereafter, the data had to be reviewed manually for relevance and relevant documents either produced or placed on a privilege log. A vendor was utilized to speed up the process when possible. This process had to be repeated on several occasions when Plaintiff

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<sup>16</sup> Predictive coding is the use of keyword search, filtering and sampling to automate portions of an e-discovery document review. The goal of predictive coding is to reduce the number of irrelevant and non-responsive documents that need to be reviewed manually

1 made additional discovery demands and new searches were necessary to facilitate a response to the  
2 same.

3 Separately, costs were incurred for the hosting of relevant data by RDI's vendor  
4 Navigant. The invoices provided illustrate the results of the culling and process that was  
5 completed. Notably, although over 1,900 gigabytes of data was initially processed on RDI's behalf,  
6 after culling through the same electronically, by December 2015, the amount hosted was 254.14  
7 GB. Navigant collected data from the various custodians demanded by Plaintiff on at least 8  
8 occasions. it was only necessary for Navigant to initially host 139 gigabytes of data. During the  
9 course of the case, the productions made by other parties were added to the mix along new data  
10 resulting from new discovery demands made by Plaintiff. Accordingly, as of July 2018, the amount  
11 of data being hosted by Navigant was 357.45 GB. It is also important to note that RDI and the  
12 Director Defendants used the same vendor in order to minimize duplicative fees and shared hosting  
13 costs.

14 Furthermore, Plaintiff fails to acknowledge his own role in driving up the E-discovery costs  
15 here. First, it must be remembered that Plaintiff was a Director of the Corporation. Many of the  
16 documents request he made included documents that he had been provided in that capacity, yet he  
17 insisted that not only, Reading, but also each Individual Defendant produce not only the documents,  
18 but also the communications concerning such documents.

19 Furthermore, it was Plaintiff who insisted that his broad discovery requests required  
20 harvesting data from more than a dozen custodians. And it was Plaintiff who insisted, *repeatedly*,  
21 on using broad search terms that would inevitably result in vast quantities of unresponsive  
22 documents. **See Appendix Exhibits X and Y, Email Chains with Plaintiff's search terms.** The  
23 Court no doubt recalls the same sort of insistence on broad search terms that occurred in the spring  
24 of this year. Indeed, as shown by the disbursements cited in ¶ 13 of Mr. Ferrario's declaration,  
25 **Ex. 1**, more than \$55,000 in expenses were incurred just in an effort to satisfy the Plaintiff's  
26 demands relating to the ratification issue, which required yet another data harvesting from multiple  
27 custodians, and again resulted in overbroad hits that had to be culled down.

1 Reading is entitled to recover its E-Discovery expenses of \$893,849.93<sup>17</sup> See **Appendix**  
2 **Exhibits H, K, M and Q.**

3  
4 **I. Reading is Entitled to Expenses Related to Court Appearances, Client Meetings,  
and Trial Expenses.**

5 **1. Reading is Entitled to Recover the Travel Costs for Court Appearances.**

6 Plaintiff contends that the Individual Defendants, none of whom are Nevada residents,  
7 should nonetheless have chosen Nevada counsel.<sup>18</sup> But “the exclusion of out-of-town counsel’s  
8 travel time is proper only if it was unreasonable not to hire qualified local counsel.” *Johnson v.*  
9 *Univ. Col. of Univ. of Ala.*, 706 F.2d 1205, 1208 (11th Cir. 1983). Plaintiff offers no reason that  
10 Defendants’ choice should be deemed unreasonable, other than the location of the court forum. Nor  
11 did he choose alternative counsel when his own counsel moved to the east coast. There is no  
12 authority for the position that use of out of state counsel is *per se* unreasonable. See *Johnson v.*  
13 *Credit Int’l*, 257 F. App’x 8, 10 (9th Cir. 2007); see also *Santiago v. Equable Ascent Fin.*, No. C 11-  
14 3158 CRB, 2013 U.S. Dist. LEXIS 97762, at \*15 (N.D. Cal. July 12, 2013) (“[T]his Court declines  
15 to create a new rule that plaintiffs must exhaust local markets before hiring an out-of-town  
16 lawyer.”). Here, given the location of most of the Individual Defendants, as well as Reading’s own  
17 headquarters and potential employee witnesses, selection of counsel located in Southern California  
18 was a reasonable decision.

19 Indeed, had that choice not been made, the cost of travel for which reimbursement is sought  
20 would have been much, much higher, as Nevada counsel would have had to travel to California, or  
21 the Defendants would have had to travel to Nevada. Here, instead, it was only Reading’s own  
22 counsel who needed to travel for client. Plaintiff’s contention that all client communications should  
23 be conducted by telephone or email is hardly a recipe for successful preparation. Face to face  
24 meetings, with the opportunity to discuss documents, to explore relevant topics in detail, and to  
25

26 <sup>17</sup> The request amount has been decreased, as Plaintiff was correct that the initial request had  
27 inadvertently included expenses incurred in connection with other matters involving Mr. Cotter,  
28 Jr.

<sup>18</sup> Plaintiff cites to a comment made by this Court, purportedly during the January 8, 2018 court  
proceedings. However, no such comment appears in the Replacement Transcript for that date.

1 develop an effective working relationship with clients cannot be deemed unreasonable.

2 Plaintiff also objects to Mr. Gould to paying travel expenses for both his trial counsel and  
3 his local counsel for their presence at hearings. This objection is absurd, since attorneys who are  
4 admitted via *pro hac vice* must be accompanied by local counsel at all court hearings. *See* SCR  
5 42(14)(b).

6 **2. Plaintiff has Failed to Indicate That Trial Space Expenses were Unreasonable.**

7 Plaintiff also complains about the expenses that were incurred to bring necessary trial  
8 counsel, trial support, and Reading personnel to Nevada, where it was expected that they would stay  
9 for up to 24 days of trial time. The need for these expenses was set forth in Mr. Tompkins'  
10 declaration. **Memorandum of Costs Exhibit B.** The bulk of Reading's management was expected  
11 to be needed in Nevada during the trial, and accordingly, a satellite office was needed to keep  
12 Reading running during the anticipated trial time.

13 Similarly, the trial suite leased for the trial team was a necessity. As set forth above, it was  
14 reasonable for the Individual Defendants to retain California counsel. Nor can Plaintiff complain  
15 about the purported "overstaffing."<sup>19</sup> It is Plaintiff who chose to present challenges to virtually  
16 every action taken by Reading's Board of Directors over a two-year period. It is Plaintiff who  
17 failed to acknowledge that the bulk of those actions could not possibly support fiduciary duty claims  
18 against the remaining Defendants, yet still insisted that evidence as to such actions would be  
19 presented. It was Plaintiff who made exorbitant damages claims, requiring multiple *qualified*  
20 experts to dispute the contentions. The Quinn Emanuel trial team included several attorneys to  
21 conduct the various anticipated witness examinations, as well as paralegals and secretarial support.  
22 Multimember trial teams in litigation where millions of dollars are at stake is the norm, not a rarity,  
23 particularly when the matter is a jury trial set in Nevada's Business Court. Similarly, use of a trial  
24

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26 <sup>19</sup> Plaintiff refers to Reading having three partners on its trial team. However, for trial, where the  
27 counsel for the Individual Defendants were charged with the most of the anticipates Reading had  
28 anticipated that Mr. Ferrario would be primarily responsible, with Ms. Hendricks backing him up  
as needed. While both are shareholders of GT, Reading does not know who the third purported  
partner is to whom Plaintiff refers.

1 suite is common in high-stakes, business court matters.<sup>20</sup>

2 **3. Plaintiff has Failed to Show that Any Specific Travel Expenses for Hearings and**  
3 **Trials were Unreasonable.**

4 Plaintiff challenges assorted items listed in the travel expenses, but other than complaining  
5 about the lack of invoices and declaring them too high, he offers no basis for the challenge.  
6 Invoices for the various travels expenses are shown at Appendix **Exhibits F and J**.

7 With respect to travel expenses incurred by Reading's counsel, Plaintiff's protest against  
8 meetings involving Ellen and Margaret Cotter "who were separately represented by counsel" is  
9 nonsensical; both are officers of Reading, and indeed, Ellen Cotter is Reading's CEO. Therefore,  
10 both properly participated in meetings with Reading's litigation counsel, regardless of their  
11 individual representation. Furthermore, to the extent that the travel coincided with a meeting with  
12 the special committee meeting on ratification, which meeting Mr. Ferrario attended, such meetings  
13 were not general business costs, but were, instead, incurred because of this litigation.

14 Plaintiff also complain about Mr. Foster's travel to Las Vegas, in December, less than one  
15 month before the scheduled trial, for trial preparation. Given that the trial was scheduled  
16 immediately after the Christmas and New Year holidays, it is hardly surprising that the some of the  
17 extensive trial preparation required for the many anticipated witnesses would occur before the  
18 holidays. Plaintiff's suggestion that such preparation time must necessarily be tied to the then  
19 pending motions for summary judgment is nothing more than a poor attempt a sleight of hand.  
20 Since Defendants were unaware of Plaintiff's plan to delay the January trial, they continued to  
21 prepare for it.

22 Plaintiff also contends that Quinn Emanuel's counsel were extravagant in their expenses,  
23 citing various airfare and hotel costs. However, the forty-five \$50 charges to which Plaintiff  
24 objects, were travel agent fees, which is an ordinary travel expense. **See Appendix Ex. P.**  
25 Plaintiff's speculation that such fees might be for WiFi or airport lounges is wholly unsupported.  
26 Nor has Plaintiff shown that choice of hotels was objectively unreasonable. Conclusory assertions

---

27 <sup>20</sup> Nor is it surprising that that some members of the trial team stayed on for two days after the trial  
28 was postponed. All the materials and equipment brought for the trial period had to be packed up  
and removed.

1 that expensive are excessive or unreasonable are not sufficient. *Estate of Salvatore Passalacqua*,  
2 2011 NYLJ LEXIS 3208, \*5 (Sur. Ct N.Y. 2011). Furthermore, even if the Court determined the  
3 claimed expenses were higher than reasonable, then the amount awarded to Reading should be  
4 reduced to the amount the Court deems reasonable, rather than disallowed entirely. Documentation  
5 of the travel expenses is provided in **Appendix Exhibit P**.

6 Reading is entitled to recover \$98,590.33 for counsel travel expenses for court proceedings  
7 and client meeting; \$87,657.20 for travel expenses of its directors and officers to court proceedings  
8 and scheduled trial dates; \$60,987.30 for its trial space for its defense team; \$6,099.27 for its  
9 satellite office; and \$6,108.30 for temporary housing for its general counsel, all of which expenses  
10 were incurred in anticipated of the January trial, which trial was aborted at Plaintiff's request.

11 **See Appendix Exhibits F, J, L, N-Q.**

12 **J. Reading is Entitled to All Costs Not Challenged by Plaintiff.**

13 Plaintiff made no challenge to Reading's claim for fees for Official Reporter Expenses or for  
14 Parking. Nevertheless, Reading provided additional support for those expenditures. **See Appendix**  
15 **Exhibits C, F, P and Q.** Accordingly, reading is entitled to recover the \$4,672.41 it paid for official  
16 reporter fees and the \$1,470.15 it paid to reimburse counsel for parking fees. Additionally, Plaintiff  
17 challenged only the postage costs only because of a purported failure to explain "urgency," an  
18 assumption based only on the fact that the carrier was Fed Ex – which has varying rates for varying  
19 types of service. Plaintiff has not challenge the need to engage in delivery services during the  
20 course of litigation. Accordingly, Reading is entitled to its postage costs of \$3,997.56.

21 **CONCLUSION**

22 While Plaintiff's Motion to Retax Costs might not constitute "contempt of court" in the  
23 traditional legal sense, it nonetheless displays considerable contempt for the rule of law and court  
24 proceedings. From anyone other than Plaintiff, an argument that the defendants should not have  
25 spent so much time and effort on their defense because his claims were groundless would have been  
26 unimaginable. But Plaintiff capped even that example of pure, unmitigated gall by then, just days  
27 after admitting his claims had been were groundless, filing a notice of appeal of the judgment  
28 entered by this Court. Thus, he displays his determination to continue to force Reading to spend



1 time and resources to defend itself, and to fulfill its obligation to indemnify its board members. to  
2 pay for the continued defendant of its board members.

3 An award of costs is not intended to be punishment for misconduct. Thus, the prevailing  
4 party is entitled to recover costs as a matter of right. But when considering whether it was  
5 reasonable for Reading to take the measures it did for the defense of itself and its board, this Court  
6 should be mindful of the fanatical determination displayed by Plaintiff in this litigation. The  
7 Defendants had to be prepared to meet Defendant head to head. He demonstrated his willingness to  
8 proceed with his accusations, even as he admitted that he personally did not believe them to be true.  
9 And Defendants had no way of knowing that Plaintiff would completely abandon his financial  
10 claims. Defendants were fully prepared to proceed to trial in January, and was engaged in trial prep  
11 again when this Court brought the matter to a close. That preparation was made at great cost. As  
12 shown in **Appendix Exhibit Z**, Reading was forced to expend \$2,883,044.37 (counting only the  
13 costs for which reimbursement is permitted). That cost that should be borne by Plaintiff, not by the  
14 stockholders of Reading.

15 DATED this 14<sup>th</sup> day of September, 2018.

16  
17 GREENBERG TRAURIG, LLP

18 /s/ Mark E. Ferrario

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

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

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

22 10845 Griffith Peak Drive, Suite 600

23 Las Vegas, Nevada 89135

24 *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 ***Reading, International, Inc.'s Opposition to Motion to Retax*** to be filed and served via the Court's Wiznet E-Filing system. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

DATED this 14<sup>th</sup> day of September, 2018

/s/ Andrea Lee Rosehill

AN EMPLOYEE OF GREENBERG TRAURIG, LLP

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1 **DEC**  
2 MARK E. FERRARIO, ESQ.  
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4 KARA B. HENDRICKS, ESQ.  
5 (NV Bar No. 7743)  
6 TAMI D. COWDEN, Esq.  
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Counsel for Reading International, Inc.

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

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

14 Plaintiff,

15 v.

16 MARGARET COTTER, et al,

17 Defendants.  
18

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

**DECLARATION OF MARK E.  
FERRARIO IN SUPPORT OF  
OPPOSITION TO MOTION TO  
RETAX**

19  
20 I, Mark E. Ferrario, state and declare as follows:

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

26 2. Attached to this declaration are Exhibits 1-12, which contain true and correct  
27 printouts of disbursement records maintained in the ordinary course of business by my law firm,  
28 organized by category and denoting expenses incurred by Reading or by this firm on behalf of

1 Reading, and related to this litigation. Each entry records the pertinent details, including purpose  
2 and expense, of the service provided to Reading by the firm, of invoices sent to the firm by the  
3 vendors, and/or the details of receipts (accompanied by written narrative explanations where  
4 appropriate) provided by the attorneys or the paralegal who claimed reimbursement for the listed  
5 item, and including a page number(s) of the corresponding Exhibit Page where additional back-up  
6 documentation can be found for each charge. A review of the back-up documentation revealed  
7 there were some miscalculations in prior accounting or missing documents. Accordingly, the  
8 amount of expenses sought has been adjusted for the several categories to reflect only those  
9 expenses for which back-up documentation has been identified.

10 3. Except where otherwise stated, the expenses included within this declaration and its  
11 attached exhibits include only the expenses incurred by Reading for its own defense in this  
12 litigation, and not through its indemnification obligations for the Individual Director Defendants.

13 4. Reading incurred \$3,770.24 in clerk's filing fees, including fees for its initial  
14 appearance as a defendant, the business court filing fee, the dispositive motion filing fees, and e-  
15 filing fees. The payment of such fees is mandated by statute or court rule **See Ex. 1, Filing Fee**  
16 **Disbursement Details. Additional back-up documentation relating to Filing Fees can be found**  
17 **at Exhibit A attached to the Appendix of Exhibits filed herewith.**

18 5. Reading incurred \$48,227.60 in fees paid to court reporters related to depositions,  
19 including for costs of a copy of the written transcript and a copy of the video recording. **See Exhibit**  
20 **2, Record of Deposition Disbursements. Additional back-up documentation relating to**  
21 **Deposition Court Reporting fees can be found at Exhibit B attached to the Appendix of**  
22 **Exhibits filed herewith.**

23 6. Reading incurred \$3,874.89 in expenses for fees paid to the official reporter (or  
24 Clark County, for transcripts of proceedings. **See Exhibit 3, Official Reported Expenses.**  
25 **Additional back-up documentation relating to Official Court Reporting fees can be found at**  
26 **Exhibit C attached to the Appendix of Exhibits filed herewith.**

27 7. Reading incurred \$1,380.72 in expenses for scanning and printing copies. **See Ex. 4**  
28 **Scanning/Printing Disbursement.** Greenberg Traurig did not charge Reading for scanning or

1 printing of documents internally, but did pass on the cost of such scanning or copying when outside  
2 venders were used to copy or scan documents. **Additional back-up documentation relating to**  
3 **Scanning/Printing can be found at Exhibit K attached to the Appendix of Exhibits filed**  
4 **herewith.**

5 8. Reading incurred \$225.52 in expenses for reasonable costs telephone conference.  
6 Such conferences were necessary to allow the multiple members of the defense teams to participate  
7 in discussions of strategy and updates as to events in the litigation. Additionally, at times, Reading  
8 hosted Court telephone conference hearings. **See Ex. 5, Telephone Conferences. Additional**  
9 **back-up documentation relating to Telephone Conferences can be found at Exhibit D attached**  
10 **to the Appendix of Exhibits filed herewith.**

11 9. Reading incurred \$498.98 in expenses for reasonable costs for postage, i.e., shipping  
12 charges. **See Ex. 6, Postage/Shipping Disbursement. Additional back-up documentation**  
13 **relating to Postage/Shipping can be found at Exhibit E attached to the Appendix of Exhibits**  
14 **filed herewith.**

15 10. Reading incurred \$23,942.59 in expenses for reasonable costs for travel and lodging  
16 incurred taking depositions and conducting discovery. **Ex. 7, Deposition Travel Disbursement.**  
17 **Additional back-up documentation relating to Deposition Travel can be found at Exhibits F**  
18 **and J attached to the Appendix of Exhibits filed herewith.**

19 11. Reading incurred \$47,324.41 in expense for computerized legal research. **Ex. 8,**  
20 **Computerized Legal Research Disbursement. Available additional back-up documentation**  
21 **relating to Computerized Legal Research can be found at Exhibit I attached to the Appendix**  
22 **of Exhibits filed herewith.<sup>1</sup>**

23  
24  
25 <sup>1</sup> Attached to Exhibit I of the Appendix is back-up documentation for \$32,019.50 in costs relating to  
26 Computerized Research. Greenberg Traurig's accounting department did not retain Westlaw  
27 records prior to June 2016, however, the documentation submitted as Ex. 8 in this regards  
28 provides an itemized breakdown of such charges and is more than sufficient to meet the Court's  
needs. Reading requests the full amount of Computerized Research identified in its  
Memorandum of Costs, \$47,324.41.

12. Reading incurred \$2,473.74 for courier expenses. **Exhibit 9, Courier Disbursement. Additional back-up documentation relating to Deposition Travel can be found at Exhibit G attached to the Appendix of Exhibits filed herewith.**

13. Reading was required to incur \$886,425.93 for E-Discovery services provided through Navigant and additional e-Discovery providers. **Exhibit 10, E-Discovery Disbursement.<sup>2</sup> Additional back-up documentation relating to E-Discovery services can be found at Exhibits H, K and M attached to the Appendix of Exhibits filed herewith.**

14. Reading incurred \$15,833.76 for the expenses of its counsel traveling to meetings to discuss litigation with Reading's Management and/or board members or committees. **Ex. 11, Non-Deposition Travel Disbursement. Additional back-up documentation relating to Non-Deposition Travel can be found at Exhibits F and J attached to the Appendix of Exhibits filed herewith.**

15. Reading incurred \$1,134.65 for parking. **Ex. 12, Parking Disbursement. Additional back-up documentation relating to parking can be found at Exhibits F and J attached to the Appendix of Exhibits filed herewith.**

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

Dated this 14<sup>th</sup> day of September, 2018.

/s/ Mark E. Ferrario  
Mark E. Ferrario

<sup>2</sup> This is a record of invoices from Navigant billed to Reading International directly; additional E-Discovery services that were billed to Greenberg Traurig have been added to this record. Please note the additional invoices that were billed to Greenberg Traurig, we previously included with costs relating to scanning and photocopying.

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# EXHIBIT 1

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
8/21/2015	4069186	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0936483309011244 DATE: 9/1/2015 Filing Fees; 08/21/15 - Reading International, Inc.s Joinder to Margaret Cotter, Ellen Cotter, Douglas McEachern, Guy Adams and Edward Kanes Motion to Dismiss Complaint; Merchant: NVCOURT 7307279	Exhibit Pages 1-225
9/1/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/01/15 - Courtesy Filing of Motion to Compel Arbitration; Merchant: NVCOURT 7342932	Exhibit Pages 1-225
9/4/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/04/15 - Initial Appearance Fee Disclosure; Merchant: NVCOURT 7355165	Exhibit Pages 1-225
9/4/2015	4087071	FILING	\$1,530.99	VENDOR: Kinsey, Teri INVOICE#: 0949968209171334 DATE: 9/17/2015 Filing Fees; 09/04/15 - Reading International, Inc.s Reply in Support of its Motion to Compel Arbitration; Merchant: NVCOURT 7340061	Exhibit Pages 1-225
9/15/2015	4087071	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 0962502810061521 DATE: 10/6/2015 Filing Fees; 09/15/15 - Reading International, Incs Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEacherns Motion to Dismiss Complaint; Merchant: NVCOURT 7385301	Exhibit Pages 1-225
10/24/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1009166611171629 DATE: 11/17/2015	Exhibit Pages 1-225
10/28/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1009166611171629 DATE: 11/17/2015	Exhibit Pages 1-225
11/4/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1026399411251448 DATE: 11/25/2015	Exhibit Pages 1-225
11/25/2015	4093869	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1041384012012033 DATE: 12/1/2015	Exhibit Pages 1-225
1/13/2016	4133513	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1089894501271544 DATE: 1/27/2016	Exhibit Pages 1-225
3/10/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1164016703301424 DATE: 3/30/2016	Exhibit Pages 1-225
3/10/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1164016703301424 DATE: 3/30/2016	Exhibit Pages 1-225



3/18/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1173048604061457 DATE: 4/6/2016	Exhibit Pages 1-225
3/19/2016	4177990	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1173048604061457 DATE: 4/6/2016	Exhibit Pages 1-225
3/30/2016	4201004	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1188335304201403 DATE: 4/20/2016	Exhibit Pages 1-225
3/30/2016	4201004	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1188335304201403 DATE: 4/20/2016	Exhibit Pages 1-225
4/12/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1215920105061341 DATE: 5/6/2016	Exhibit Pages 1-225
5/24/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1275727007121412 DATE: 7/12/2016	Exhibit Pages 1-225
5/25/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1267172706071321 DATE: 6/7/2016 Filing Fees; 05/25/16 - Reading International, Inc.s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEacherns Motion to Disqualify Intervening Plaintiffs; Merchant: NVCOURT 8212218	Exhibit Pages 1-225
5/25/2016	4226061	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1267172706071321 DATE: 6/7/2016 Filing Fees; 05/25/16 - Errata to Opposition to Intervenor Plaintiffs Motion for Preliminary Injunction; Merchant: NVCOURT 8212206	Exhibit Pages 1-225
6/15/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1293978307121412 DATE: 7/12/2016	Exhibit Pages 1-225
6/15/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1293907007121412 DATE: 7/12/2016	Exhibit Pages 1-225
6/23/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1308394507121412 DATE: 7/12/2016	Exhibit Pages 1-225
6/23/2016	4270581	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1308394507121412 DATE: 7/12/2016	Exhibit Pages 1-225
7/13/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1336588409011527 DATE: 9/1/2016	Exhibit Pages 1-225
7/27/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1352939009011527 DATE: 9/1/2016	Exhibit Pages 1-225
7/28/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1352939009011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/5/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1364153909011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/9/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1371560709011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/12/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1378238809011527 DATE: 9/1/2016	Exhibit Pages 1-225

8/18/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1383189009011527 DATE: 9/1/2016	Exhibit Pages 1-225
8/29/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016	Exhibit Pages 1-225
8/29/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016	Exhibit Pages 1-225
8/30/2016	4294950	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1394594209071609 DATE: 9/7/2016	Exhibit Pages 1-225
9/7/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1408403609281343 DATE: 9/28/2016	Exhibit Pages 1-225
9/8/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1408403609281343 DATE: 9/28/2016	Exhibit Pages 1-225
9/15/2016	4321151	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1418446909281343 DATE: 9/28/2016	Exhibit Pages 1-225
10/3/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/03/16 - Reading International, Inc.s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP; Merchant: NV COURT 8646362	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 5 Re Plaintiffs Claims Related to the Appointment of Ellen Cotter as CEO; Merchant: NV COURT 8650687	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 2 on the Issue of Director Independence; Merchant: NV COURT 8650670	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Summary Judgment No. 1 Re Plaintiffs Termination and Reinstatement Claims; Merchant: NV COURT 8650634	Exhibit Pages 1-225

10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion for Partial Summary Judgment No. 6 Re Plaintiffs Claims related to the Estates Option Exercise, the appointment of Margaret Cotter, the Compensation Packages of Ellen Cotter and Margaret Cotter, and the Additional Compensation to Margaret Cotter and Guy Adams; Merchant: NVCOURT 8650709	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to Defendants Motion in Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty; Merchant: NVCOURT 8650735	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion in for Partial Judgment No. 3 Re the Purported Unsolicited Offer; Merchant: NVCOURT 8651292	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Inc.s Joinder to the Individual Defendants Motion in for Partial Judgment No. 4 Re Plaintiffs Claims Related to The Executive Committee; Merchant: NVCOURT 8651333	Exhibit Pages 1-225
10/4/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Order Denying James J. Cotter Jr,s Motion for Partial Judgment and Granting RDIs Countermotion for Summary Judgment; Merchant: NVCOURT 8651371	Exhibit Pages 1-225

10/4/2016	4344839	FILING	\$209.50	VENDOR: Kinsey, Teri INVOICE#: 1448000910112038 DATE: 10/11/2016 Filing Fees; 10/04/16 - Reading International, Incs Joinder to Defendant William Goulds Motion for Summary Judgment; Merchant: NVCOURT 8651629	Exhibit Pages 1-225
10/8/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1453401710211424 DATE: 10/21/2016	Exhibit Pages 1-225
10/14/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016	Exhibit Pages 1-225
10/14/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016	Exhibit Pages 1-225
10/19/2016	4344839	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1465645910281728 DATE: 10/28/2016	Exhibit Pages 1-225
10/21/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/21/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/22/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1474195911041928 DATE: 11/4/2016	Exhibit Pages 1-225
10/27/2016	4380859	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1494398911211547 DATE: 11/21/2016	Exhibit Pages 1-225
11/29/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1526055012131412 DATE: 12/13/2016	Exhibit Pages 1-225
11/30/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016	Exhibit Pages 1-225
12/2/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016	Exhibit Pages 1-225
12/2/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1543718912271442 DATE: 12/27/2016	Exhibit Pages 1-225
12/19/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1568618501041401 DATE: 12/31/2016	Exhibit Pages 1-225
12/20/2016	4395265	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1568618501041401 DATE: 12/31/2016	Exhibit Pages 1-225
2/10/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1637020203061512 DATE: 3/6/2017	Exhibit Pages 1-225
2/11/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1637020203061512 DATE: 3/6/2017	Exhibit Pages 1-225

2/14/2017	4526013	FILING	\$250.00	VENDOR: Kinsey, Teri INVOICE#: 1647521603061512 DATE: 3/6/2017	Exhibit Pages 1-225
3/3/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1674600303151320 DATE: 3/15/2017	Exhibit Pages 1-225
3/20/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1697158403291302 DATE: 3/29/2017	Exhibit Pages 1-225
3/27/2017	4526013	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1709239904031508 DATE: 4/3/2017	Exhibit Pages 1-225
4/15/2017	4526014	FILING	\$95.25	VENDOR: First Legal Network, LLC INVOICE#: 10085360 DATE: 4/15/2017 customer 21539, order 3300437 - filing	Exhibit Pages 1-225
6/8/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1838878406261416 DATE: 6/26/2017	Exhibit Pages 1-225
6/23/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1864972107051557 DATE: 7/5/2017	Exhibit Pages 1-225
6/26/2017	4541546	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1871213307051557 DATE: 7/5/2017	Exhibit Pages 1-225
8/10/2017	4582156	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1949637108161905 DATE: 8/16/2017	Exhibit Pages 1-225
8/31/2017	4614189	FILING	\$22.25	VENDOR: First Legal Network, LLC INVOICE#: 10104850 DATE: 8/31/2017 customer 21539, order 3422490 - E-filing	Exhibit Pages 1-225
9/6/2017	4614189	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 1991814009121457 DATE: 9/12/2017	Exhibit Pages 1-225
10/15/2017	4632495	FILING	\$22.25	VENDOR: First Legal Network, LLC INVOICE#: 10112064 DATE: 10/15/2017 customer 21539, order 3454149; E-filing	Exhibit Pages 1-225
10/19/2017	4632495	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2075378910301232 DATE: 10/30/2017	Exhibit Pages 1-225
11/3/2017	4654116	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2110943211141415 DATE: 11/14/2017	Exhibit Pages 1-225
11/9/2017	4684361	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2156665312081904 DATE: 12/8/2017	Exhibit Pages 1-225
11/15/2017	4684361	FILING	\$61.00	VENDOR: First Legal Network, LLC INVOICE#: 10117227 DATE: 11/15/2017 customer 21539, order 3477526 - E-Filing Rush	Exhibit Pages 1-225
11/21/2017	4654116	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2145535212012010 DATE: 12/1/2017	Exhibit Pages 1-225
11/21/2017	4654116	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2145535212012010 DATE: 12/1/2017	Exhibit Pages 1-225
12/1/2017	4684361	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2166511412211607 DATE: 12/21/2017	Exhibit Pages 1-225
12/4/2017	4684361	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2166511412211607 DATE: 12/21/2017	Exhibit Pages 1-225
12/5/2017	4684361	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2166511412211607 DATE: 12/21/2017	Exhibit Pages 1-225

1/3/2018	4701329	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2231436101301520 DATE: 1/30/2018	Exhibit Pages 1-225
1/4/2018	4701329	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2231436101301520 DATE: 1/30/2018	Exhibit Pages 1-225
1/4/2018	4701329	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2231436101301520 DATE: 1/30/2018	Exhibit Pages 1-225
1/4/2018	4701329	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2231436101301520 DATE: 1/30/2018	Exhibit Pages 1-225
1/10/2018	4701329	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2231436101301520 DATE: 1/30/2018	Exhibit Pages 1-225
4/25/2018	4802500	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2453520605141542 DATE: 5/14/2018	Exhibit Pages 1-225
4/30/2018	4802500	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2470583005141542 DATE: 5/14/2018	Exhibit Pages 1-225
4/30/2018	4802500	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2470583005141542 DATE: 5/14/2018	Exhibit Pages 1-225
5/2/2018	4802500	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2470583005141542 DATE: 5/14/2018	Exhibit Pages 1-225
5/2/2018	4802500	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2470583005141542 DATE: 5/14/2018	Exhibit Pages 1-225
5/21/2018	4823655	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2514938806111322 DATE: 6/11/2018	Exhibit Pages 1-225
5/25/2018	4823655	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2522284806111322 DATE: 6/11/2018	Exhibit Pages 1-225
6/4/2018	4823655	FILING	\$3.50	VENDOR: Kinsey, Teri INVOICE#: 2544922006111322 DATE: 6/11/2018	Exhibit Pages 1-225
			\$3,770.24		

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# EXHIBIT 2

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
3/29/2016	4201004	TRANCR	\$1,252.25	VENDOR: Litigation Services - ACH INVOICE#: 1059187 DATE: 3/29/2016 1 Certified Copy of Transcript of: Timothy Storey	226
5/6/2016	4270581	DEPO	\$1,456.70	VENDOR: Litigation Services - ACH INVOICE#: 1065079 DATE: 5/6/2016 One Certified Copy - Video Deposition of Guy Adams, Volume II in Los Angeles, CA	242
5/6/2016	4270581	DEPO	\$1,188.60	VENDOR: Litigation Services - ACH INVOICE#: 1065074 DATE: 5/6/2016 One Certified Copy - Video Deposition of Guy Adams, Volume 1 in Los Angeles, CA	243
5/6/2016	4294950	DEPO	\$1,304.70	VENDOR: Litigation Services - ACH INVOICE#: 1065395 DATE: 5/6/2016 One Certified Copy - Video Deposition of Edward Kane, Volume 1, in San Diego, CA	251
5/12/2016	4242420	DEPO	\$2,122.85	VENDOR: Litigation Services - ACH INVOICE#: 1066227 DATE: 5/12/2016 certified copy - video deposition of Douglas McEachern	238
5/16/2016	4242420	TRANCR	\$1,145.55	VENDOR: Litigation Services - ACH INVOICE#: 1065417 DATE: 5/16/2016 One Certified Copy of the Video Deposition of Edward Kane, Volume II	233
5/19/2016	4242420	TRANCR	\$1,187.60	VENDOR: Litigation Services and Technologies INVOICE#: 1067549 DATE: 5/19/2016 1 Certified Copy of Transcript of Margaret Cotter, Volume II	231
5/19/2016	4242420	TRANCR	\$1,849.15	VENDOR: Litigation Services and Technologies INVOICE#: 1067421 DATE: 5/19/2016 1 Certified Copy of Transcript of Margaret Cotter, Volume I	232
5/23/2016	4242420	TRANCR	\$1,767.25	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2641945 DATE: 5/23/2016 Re Job No. 2312188 - Reading International v. Cotter - Witness: James Cotter, Vol. 1 / Certified Transcripts, Exhibits, Rough Draft, Premium Depo Litigation Package, Production & Processing, and Shipping & Handling 05/16/16	230
5/23/2016	4242420	TRANCR	\$1,687.25	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: SD2641926 DATE: 5/23/2016 Re Job No. 2312191 - Reading International v. Cotter - Witness: James Cotter, Vol. 2 / Certified Transcript, Exhibits, Rough Draft, Premium Depo Litigation Package, Production & Processing, and Shipping & Handling 05/17/16	234
5/26/2016	4226061	TRANCR	\$1,681.75	VENDOR: Litigation Services - ACH INVOICE#: 1068390 DATE: 5/26/2016 1 Certified Copy of Transcript of: Ellen Cotter, Volume I	227
5/28/2016	4226061	TRANCR	\$1,307.35	VENDOR: Litigation Services - ACH INVOICE#: 1068412 DATE: 5/28/2016 1 Certified copy of Transcript of: Ellen Cotter, Volume II	228
6/23/2016	4270581	DEPO	\$1,516.70	VENDOR: Litigation Services - ACH INVOICE#: 1072890 DATE: 6/23/2016 Certified Copy of Video Deposition of Edward Kane, Vol. III	240
6/30/2016	4270581	DEPO	\$1,524.45	VENDOR: Litigation Services - ACH INVOICE#: 1077185 DATE: 6/30/2016 315485 - Video Deposition of William Gould taken on 6/8/2016 re: Cotter Jr. vs. Cotter et al	241
7/6/2016	4270581	DEPO	\$901.75	VENDOR: Litigation Services and Technologies INVOICE#: 1077423 DATE: 7/6/2016 One Certified Copy of the Video Deposition of Margaret Cotter	244
7/7/2016	4270581	DEPO	\$1,129.35	VENDOR: Litigation Services and Technologies INVOICE#: 1078430 DATE: 7/7/2016 One Certified Copy of the Video Deposition of Ellen Cotter	248
7/7/2016	4270581	TRANCR	\$401.25	VENDOR: Litigation Services and Technologies INVOICE#: 1072895 DATE: 7/7/2016 One Certified Copy of the Video Deposition of Edward Kane, Volume IV	247
7/8/2016	4270581	DEPO	\$1,315.00	VENDOR: Litigation Services and Technologies INVOICE#: 1077610 DATE: 7/8/2016 One Certified Copy of the Video Deposition of William Ellis	246
7/14/2016	4270581	DEPO	\$1,717.80	VENDOR: Litigation Services and Technologies INVOICE#: 1077889 DATE: 7/14/2016 One Certified Copy of the Video Deposition of William Gould, Volume II	245
7/21/2016	4270581	DEPO	\$1,719.75	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2695928 DATE: 7/21/2016 2343561 - Deposition of James J. Carter taken on 7/6/2016 re: Cotter v. Reading International	249
7/21/2016	4270581	DEPO	\$1,104.75	VENDOR: Litigation Services - ACH INVOICE#: 1079813 DATE: 7/21/2016 Certified copy of the Video deposition of Douglas McEachern Vol II re: Cotter Jr. vs Cotter et al	250
8/11/2016	4294950	DEPO	\$618.50	VENDOR: Litigation Services - ACH INVOICE#: 1086177 DATE: 8/11/2016 Video Deposition of Timothy Storey on 8/3/16 re: Cotter Jr. vs. Cotter et al	253
8/24/2016	4294950	TRANCR	\$601.85	VENDOR: Litigation Services and Technologies INVOICE#: 1088365 DATE: 8/24/2016 One Certified Copy of the Video Deposition of Robert Mayes	252
10/31/2016	4380859	DEPO	\$1,125.75	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2788776 DATE: 10/31/2016 Job No 2463317 - Transcript of John Finnerty	255
11/7/2016	4380859	DEPO	\$907.40	VENDOR: Litigation Services - ACH INVOICE#: 1105399 DATE: 11/7/2016 One certified copy of video deposition of Jonathan F. Foster	256
11/7/2016	4380859	DEPO	\$550.90	VENDOR: Litigation Services - ACH INVOICE#: 1105411 DATE: 11/7/2016 Certified copy of video deposition of Richard W. Roll	257
11/10/2016	4380859	DEPO	\$1,882.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2798013 DATE: 11/10/2016 Deposition transcript and exhibits, Tiago Duarte-Silva	254



11/11/2016	4380859	TRANCR	\$1,242.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2794465 DATE: 11/11/2016 job 2463323, case Cotter v. Reading International	258
11/29/2016	4395265	DEPO	\$1,817.50	VENDOR: Litigation Services - ACH INVOICE#: 1111552 DATE: 11/29/2016 Certified copy of video deposition of Alfred E. Osborne, Jr., Ph.D.	259
11/29/2016	4395265	DEPO	\$703.50	VENDOR: Litigation Services - ACH INVOICE#: 1110515 DATE: 11/29/2016 Certified copy of video deposition of Bruce Strombom	260
12/12/2016	4395265	DEPO	\$727.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2827013 DATE: 12/12/2016 Deposition of Albert Nagy	261
12/19/2016	4395265	DEPO	\$732.20	VENDOR: Litigation Services - ACH INVOICE#: 1116607 DATE: 12/19/2016 Certified copy of deposition of Michael Klausner	262
12/23/2016	4395265	TRANCR	\$1,170.50	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA2838296 DATE: 12/23/2016 Job No 2489983, transcript of Richard A Spitz	263
3/15/2017	4526013	DEPO	\$881.05	VENDOR: Litigation Services - ACH INVOICE#: 1136660 DATE: 3/15/2017 Certified copy of Judy Coddling deposition	264
4/30/2017	4526014	DEPO	\$1,043.60	VENDOR: Litigation Services - ACH INVOICE#: 1148732 DATE: 4/30/2017 Certified copies of the video depositions of Ellen Cotter (632.35); and Doug McEachern (\$411.25)	265
7/20/2017	4565410	DEPO	\$2,008.35	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: CA3037703 DATE: 7/20/2017 2656312, Deposition of James Cotter, Vol. 4, Transcript Fee, Case: Cotter v. Reading International	266
10/3/2017	4632495	DEPO	\$671.00	VENDOR: Litigation Services - ACH INVOICE#: 1182282 DATE: 10/3/2017 Certified copy of video deposition of Alfred E. Osborne, Vol. II	267
11/7/2017	4684361	TRANCR	\$516.05	VENDOR: Litigation Services and Technologies INVOICE#: 1189692 DATE: 11/7/2017 RE: 1 Certified Copy of Transcript of Adams, Guy-Volume III; Rendered by Litigation Services and Technologies	271
11/20/2017	4684361	DEPO	\$125.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193109 DATE: 11/20/2017 RE: Copy of the Videography Services for the Deposition of Margaret Cotter, Volume I (Video)	268
11/20/2017	4684361	DEPO	\$100.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193122 DATE: 11/20/2017 RE: Copy of the Videography for the Deposition of Margaret Cotter, Vol III (Video)	269
11/20/2017	4684361	DEPO	\$100.00	VENDOR: Litigation Services and Technologies INVOICE#: 1193119 DATE: 11/20/2017 RE: Copy of the Videography Services for the Deposition of Margaret Cotter, Volume II (Video)	270
4/19/2018	4802500	DEPO	\$623.05	VENDOR: Litigation Services - ACH INVOICE#: 1225124 DATE: 4/19/2018 One certified copy of the video deposition of William Gould, Volume III taken on 4/5/18	273
4/19/2018	4823655	TRANCR	\$448.55	VENDOR: Litigation Services - ACH INVOICE#: 1226027 DATE: 4/19/2018 Transcript of deposition of Ellen Cotter, Volume III	274
4/26/2018	4773895	DEPO	\$348.55	VENDOR: Litigation Services - ACH INVOICE#: 1226850 DATE: 4/26/2018 Certified copy of deposition of Ed Kane (Vol. 5)	272
			\$48,227.60		

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# EXHIBIT 3

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
10/15/2015	4088315	DEPO	\$39.82	VENDOR: Hoyt, Florence M. INVOICE#: 76101515398 DATE: 10/15/2015 Hearing transcript - Motion to Compel Arbitration	275
10/21/2015	4088315	DEPO	\$68.78	VENDOR: Hoyt, Florence M. INVOICE#: 76102115687 DATE: 10/21/2015 Hearing transcript - 9/10/15 Motion to Dismiss, expedited	276
11/6/2015	4093869	DEPO	\$104.98	VENDOR: Hoyt, Florence M. INVOICE#: 1510109 DATE: 11/6/2015 Hearing transcript from 10/29/2015 Mandatory Rule 16 Conference and Motions	277
4/19/2016	4201004	TRANCR	\$54.24	VENDOR: Hoyt, Florence M. INVOICE#: 1604047 DATE: 4/19/2016 Charge for 4/14/16 hearing transcript	278
5/11/2016	4226061	DEPO	\$165.33	VENDOR: Hoyt, Florence M. INVOICE#: 1605063 DATE: 5/11/2016 Hearing transcript on Petitions and Motion to Coordinate Cases (telephone conference)	280
5/20/2016	4226061	DEPO	\$72.40	VENDOR: Hoyt, Florence M. INVOICE#: 1605062 DATE: 5/20/2016 Hearing transcript on Defendants Motion to Compel and Plaintiff s Motion to Coordinate Cases	281
5/26/2016	4242420	DEPO	\$63.28	VENDOR: Hoyt, Florence M. INVOICE#: 76052616632 DATE: 5/26/2016 Cost of official hearing transcript for re: T2 Motion for Preliminary Injunction	283
8/11/2016	4294950	DEPO	\$200.75	VENDOR: Hoyt, Florence M. INVOICE#: 1608102 DATE: 8/11/2016 Reporter fee for 8/9/2016 hearing transcript	286
8/11/2016	4294950	RECORD	\$40.00	VENDOR: Clark County, Nevada INVOICE#: 76081116400 DATE: 8/11/2016 Recorder fee for 8/9/2016 hearing	285
8/30/2016	4294950	DEPO	\$192.72	VENDOR: Hoyt, Florence M. INVOICE#: 1608113 DATE: 8/30/2016 Transcript of hearings held on 8/30/2016	287
8/30/2016	4294950	RECORD	\$40.00	VENDOR: Clark County, Nevada INVOICE#: 76083016400 DATE: 8/30/2016 Recording fees regarding August 30, 2016 hearings	288
9/23/2016	4321151	DEPO	\$108.60	VENDOR: Hoyt, Florence M. INVOICE#: 1608095 DATE: 9/23/2016 Transcript for hearing on motion for preliminary approval of settlement and plaintiffs motion to compel	289
10/31/2016	4344839	DEPO	\$902.88	VENDOR: Hoyt, Florence M. INVOICE#: 1610143 DATE: 10/30/2016 Transcript for hearing on various MSJs and MILs	290
11/14/2016	4380859	DEPO	\$126.70	VENDOR: Hoyt, Florence M. INVOICE#: 1610137 DATE: 11/14/2016 October 6, 2016 hearing transcript	291
12/13/2016	4395265	DEPO	\$27.12	VENDOR: Hoyt, Florence M. INVOICE#: 1612156 DATE: 12/13/2016 Plaintiffs Motion for Reconsideration - hearing transcript	292
12/27/2016	4395265	TRANCR	\$42.94	VENDOR: Hoyt, Florence M. INVOICE#: 1612162 DATE: 12/27/2016 12/22/17 Status Check hearing transcript	293
12/31/2017	4684361	DEPO	\$358.38	VENDOR: Hoyt, Florence M. INVOICE#: 1712090 DATE: 12/31/2017 Hearing transcripts - 12/11/17 - MILs and Pretrial Conf; and 12/28 Mtn Recon/Stay	294
5/2/2018	4802500	DEPO	\$80.00	VENDOR: Clark County, Nevada INVOICE#: 76050218800 DATE: 5/2/2018 Recorder fees re hearing transcripts, 4/30/18 and 5/2/18	296
5/3/2018	4802500	DEPO	\$664.05	VENDOR: Hoyt, Florence M. INVOICE#: 1805017 DATE: 5/3/2018 Hearing transcripts court hearings held on 4/30/18 (Motion to Compel and Seal); and 5/2/18 (Evidentiary Hearing)	295

6/19/2018	4823655	TRANCR	\$401.92	VENDOR: Hoyt, Florence M. INVOICE#: 1805021 DATE: 6/19/2018 James Cotter, Jr., v. Margaret Cotter, et al. - transcript services	297
6/19/2018	4823655	TRANCR	\$120.00	VENDOR: Clark County, Nevada INVOICE#: LV061918120 DATE: 6/19/2018 Cotter v. Cotter; hearing dates May 8, June 19th; 3 hours @ \$40 an hour recording fee.	298
			\$3,874.89		

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## EXHIBIT 4

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Date	Bill No.	Code	Amount	Narrative	Exhibit Page No.
12/31/2015	4133513	PRINT	\$112.42	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 91368 DATE: 12/31/2015 Job 93444 - Print Documents slip sheet per file and insert into binders, Black and White Blowbacks and Ring Binders	1627
2/29/2016	4157562	PROF	\$544.82	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 91853 DATE: 2/29/2016 Print documents x2, 1 set stapled and slip sheeted per document and place in to a redweld, 1 set tabbed and inserted into a binder - Black & White Blowbacks, Color Digital, Regular Tabs, Redweld Folders and 4 Round ring binder	1628
4/30/2016	4242420	PROF	\$444.52	VENDOR: Choice Legal Document / Quivx-ACH INVOICE#: 92439 DATE: 4/30/2016 Print Documents x2 3 Hole Punch and Insert into Binders, Tab per Index	1629
10/16/2017	4701329	SERVIC	\$278.96	VENDOR: Holo Discovery INVOICE#: 3648 DATE: 10/16/2017 Color Digital Printing, tabs, binders	1626
		Total	\$1,380.72		

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# EXHIBIT 5

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
8/16/2015	4037718	CCALL	\$0.00	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-081615 DATE: 8/16/2015	302
8/16/2015	4037718	CCALL	\$0.00	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-081615 DATE: 8/16/2015	302
8/23/2015	4037718	CCALL	\$0.00	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-082315 DATE: 8/23/2015	303
8/23/2015	4037718	CCALL	\$0.00	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-082315 DATE: 8/23/2015	303
8/30/2015	4037718	CCALL	\$0.00	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-083015 DATE: 8/30/2015	304
9/6/2015	4088315	CCALL	\$4.45	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015	305
9/6/2015	4088315	CCALL	\$3.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015	305
9/6/2015	4088315	CCALL	\$5.38	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090615 DATE: 9/6/2015	305
9/13/2015	4088315	CCALL	\$11.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015	306
9/13/2015	4088315	CCALL	\$1.94	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015	306
9/13/2015	4088315	CCALL	\$2.76	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015	306
9/13/2015	4088315	CCALL	\$1.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015	306
9/13/2015	4088315	CCALL	\$1.69	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091315 DATE: 9/13/2015	306
9/20/2015	4088315	CCALL	\$1.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015	307
9/20/2015	4088315	CCALL	\$2.88	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015	307
9/20/2015	4088315	CCALL	\$0.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092015 DATE: 9/20/2015	307
9/27/2015	4088315	CCALL	\$1.38	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015	308
9/27/2015	4088315	CCALL	\$4.85	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015	308
9/27/2015	4088315	CCALL	\$1.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092715 DATE: 9/27/2015	308
10/4/2015	4088315	CCALL	\$5.50	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015	309
10/4/2015	4088315	CCALL	\$1.66	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015	309
10/4/2015	4088315	CCALL	\$6.24	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100415 DATE: 10/4/2015	309
10/11/2015	4088315	CCALL	\$0.90	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-101115 DATE: 10/11/2015	310
10/18/2015	4093869	CCALL	\$2.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-101815 DATE: 10/18/2015	311
10/25/2015	4093869	CCALL	\$4.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-102515 DATE: 10/25/2015	312
11/1/2015	4093869	CCALL	\$2.52	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110115 DATE: 11/1/2015	313
11/1/2015	4093869	CCALL	\$7.56	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110115 DATE: 11/1/2015	313
11/15/2015	4093869	CCALL	\$1.13	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-111515 DATE: 11/15/2015	314
1/10/2016	4157562	CCALL	\$1.24	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-011016 DATE: 1/10/2016	315
2/1/2016	4157562	CCALL	\$3.69	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-020116 DATE: 2/1/2016	316
2/14/2016	4157562	CCALL	\$0.42	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-021416 DATE: 2/14/2016	317



2/14/2016	4157562	CCALL	\$0.68	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-021416 DATE: 2/14/2016	317
4/17/2016	4201004	CCALL	\$1.44	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-041716 DATE: 4/17/2016	318
5/29/2016	4226061	CCALL	\$4.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052916 DATE: 5/29/2016	319
5/29/2016	4226061	CCALL	\$5.25	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052916 DATE: 5/29/2016	319
6/26/2016	4242420	CCALL	\$5.05	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016	320
6/26/2016	4242420	CCALL	\$4.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016	320
7/10/2016	4270581	CCALL	\$3.59	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-071016 DATE: 7/10/2016	321
9/4/2016	4321151	CCALL	\$0.88	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-090416 DATE: 9/4/2016	322
9/18/2016	4321151	CCALL	\$1.19	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-091816 DATE: 9/18/2016	323
10/9/2016	4344839	CCALL	\$2.37	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-100916 DATE: 10/9/2016	324
10/30/2016	4380859	CCALL	\$10.33	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-103016 DATE: 10/30/2016	325
11/20/2016	4380859	CCALL	\$13.13	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-112016 DATE: 11/20/2016	326
11/27/2016	4380859	CCALL	\$3.03	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-112716 DATE: 11/27/2016	329
12/4/2016	4395265	CCALL	\$11.12	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-120416 DATE: 12/4/2016	330
12/4/2016	4395265	CCALL	\$6.97	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-120416 DATE: 12/4/2016	330
1/8/2017	4526012	CCALL	\$1.94	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-010817 DATE: 1/8/2017	331
1/8/2017	4526012	CCALL	\$1.67	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-010817 DATE: 1/8/2017	331
1/29/2017	4525776	CCALL	\$0.95	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-012917 DATE: 1/29/2017	332
4/2/2017	4526014	CCALL	\$2.30	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-040217 DATE: 4/2/2017	333
4/2/2017	4526014	CCALL	\$8.71	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-040217 DATE: 4/2/2017	333
4/16/2017	4526014	CCALL	\$2.62	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-041617 DATE: 4/16/2017	334
7/9/2017	4565410	CCALL	\$2.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-070917 DATE: 7/9/2017	335
7/9/2017	4565410	CCALL	\$1.48	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-070917 DATE: 7/9/2017	335
7/30/2017	4582156	CCALL	\$0.81	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-073017 DATE: 7/30/2017	336
9/24/2017	4614189	CCALL	\$1.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-092417 DATE: 9/24/2017	337
11/5/2017	4654116	CCALL	\$1.32	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-110517 DATE: 11/5/2017	338
11/13/2017	4654116	CCALL	\$2.52	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-111317 DATE: 11/13/2017	339
12/24/2017	4684361	CCALL	\$5.25	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-122417 DATE: 12/24/2017	340
3/4/2018	4797233	CCALL	\$1.21	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-030418 DATE: 3/4/2018	344
5/6/2018	4802500	CCALL	\$7.15	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018	346
5/6/2018	4802500	CCALL	\$1.05	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018	346
5/6/2018	4802500	CCALL	\$1.80	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-050618 DATE: 5/6/2018	346

5/13/2018	4802500	CCALL	\$1.58	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018	341
5/13/2018	4802500	CCALL	\$3.45	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018	341
5/13/2018	4802500	CCALL	\$1.96	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-051318 DATE: 5/13/2018	341
5/20/2018	4802500	CCALL	\$0.95	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-052018 DATE: 5/20/2018	342
6/3/2018	4823655	CCALL	\$2.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-060318 DATE: 6/3/2018	343
6/10/2018	4823655	CCALL	\$2.39	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018	345
6/10/2018	4823655	CCALL	\$3.30	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018	345
6/10/2018	4823655	CCALL	\$3.31	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018	345
6/10/2018	4823655	CCALL	\$3.49	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061018 DATE: 6/10/2018	345
			\$225.52		

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# EXHIBIT 6

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
8/12/2015	4069186	UPS	\$17.97	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00081515328 DATE: 8/15/2015	347
10/29/2015	4093869	UPS	\$7.91	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00103115287 DATE: 10/31/2015	348
10/29/2015	4093869	UPS	\$7.91	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00103115287 DATE: 10/31/2015	348
12/11/2015	4114288	UPS	\$8.03	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121915333 DATE: 12/19/2015	348
12/23/2015	4114288	UPS	\$8.03	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00122615297 DATE: 12/26/2015	350
4/27/2016	4226061	UPS	\$99.40	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00043016281 DATE: 4/30/2016	353
4/29/2016	4226061	UPS	\$10.24	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016	352
4/29/2016	4226061	UPS	\$17.67	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016	352
4/29/2016	4226061	UPS	\$0.94	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016	352
4/29/2016	4226061	UPS	\$2.63	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016	352
5/4/2016	4226061	UPS	\$8.68	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00050716317 DATE: 5/7/2016	352
6/6/2016	4270581	UPS	\$13.17	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00061116308 DATE: 6/11/2016	354
6/9/2016	4270581	UPS	\$17.15	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00061116308 DATE: 6/11/2016	354
9/16/2016	4321151	UPS	\$51.29	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00092416320 DATE: 9/24/2016	355
10/19/2016	4344839	UPS	\$49.07	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00102216351 DATE: 10/22/2016	356
10/28/2016	4380859	UPS	\$10.96	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00110516268 DATE: 11/5/2016	357
10/28/2016	4380859	UPS	\$7.89	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00110516268 DATE: 11/5/2016	357
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017	359
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017	359
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017	359
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017	359
6/1/2017	4541546	UPS	\$10.25	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00060317404 DATE: 6/3/2017	360
10/17/2017	4654116	UPS	\$21.07	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00102117331 DATE: 10/21/2017	361
12/12/2017	4701329	UPS	\$10.42	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121617292 DATE: 12/16/2017	362
12/13/2017	4701329	UPS	\$26.00	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00121617292 DATE: 12/16/2017	362
12/29/2017	4701329	UPS	\$51.30	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00010618176 DATE: 1/6/2018	364
			\$498.98		

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# EXHIBIT 7

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
4/27/2016	4226061	MEALS	\$70.69	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	749
4/28/2016	4226061	MEALS	\$14.77	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	749
4/29/2016	4226061	MEALS	\$18.90	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	751
5/5/2016	4226061	MEALS	\$21.09	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016	758
5/12/2016	4242420	MEALS	\$110.65	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	441
5/17/2016	4242420	MEALS	\$128.95	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	442
5/19/2016	4242420	MEALS	\$110.25	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	442
5/3/2016	4242420	MEALS	\$63.82	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	440
5/31/2016	4242420	MEALS	\$13.69	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	778
6/10/2016	4242420	MEALS	\$33.42	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	672
6/10/2016	4242420	MEALS	\$8.29	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	675
6/9/2016	4242420	MEALS	\$10.47	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	674
6/10/2016	4242420	MEALS	\$16.04	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	673
7/7/2016	4270581	MEALS	\$7.50	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1578
6/29/2016	4270581	MEALS	\$45.24	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016	800
6/13/2016	4270581	MEALS	\$72.97	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	462
6/14/2016	4270581	MEALS	\$92.50	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	464
6/15/2016	4270581	MEALS	\$249.45	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	463
6/16/2016	4270581	MEALS	\$19.02	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	464
6/28/2016	4270581	MEALS	\$34.25	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	466
6/29/2016	4270581	MEALS	\$16.28	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	466
6/30/2016	4270581	MEALS	\$48.33	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	468
6/30/2016	4270581	MEALS	\$11.27	VENDOR: Swanis, Eric W. INVOICE#: 1328451807271121 DATE: 7/27/2016	800

5/18/2016	4294950	MEALS	\$8.10	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508121103 DATE: 8/12/2016	475
6/16/2016	4294950	MEALS	\$4.95	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016	485
8/3/2016	4294950	MEALS	\$25.80	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	698
8/2/2016	4294950	MEALS	\$64.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	699
8/18/2016	4294950	MEALS	\$19.26	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	710
8/18/2016	4294950	MEALS	\$13.68	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	711
8/18/2016	4294950	MEALS	\$22.53	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	712
9/30/2016	4380859	MEALS	\$4.95	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	519
11/6/2016	4395265	MEALS	\$49.61	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	528
11/7/2016	4526012	MEALS	\$7.70	VENDOR: Ferrario, Mark E. INVOICE#: 1628875402101127 DATE: 2/10/2017	541
10/17/2017	4654116	MEALS	\$104.89	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	584
10/17/2017	4654116	MEALS	\$71.31	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	590
10/18/2017	4654116	MEALS	\$48.52	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	596
10/18/2017	4654116	MEALS	\$24.81	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	596
2/28/2018	4797233	MEALS	\$8.80	VENDOR: Ferrario, Mark E. INVOICE#: 2374723803291135 DATE: 3/29/2018 Breakfast; 02/28/18 - Deposition of Doug McEachern; Merchant: The Garden Cafe	611
2/11/2016	4157562	TRAV	\$267.27	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 00 67751770015 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: LAX LAS	370
2/11/2016	4157562	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 00 67751770015 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: Travel agency service fee	370
2/11/2016	4157562	TRAV	\$222.04	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 52 62182355519 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: LAS LAX	370

2/11/2016	4157562	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200085681 DATE: 2/22/2016 Tkt. No. 52 62182355519 - Ferrario/Mark E Air/Rail Travel on 02/12/2016: Travel agency service fee	370
2/12/2016	4157562	TRAV	\$43.86	VENDOR: Ferrario, Mark E. INVOICE#: 1147067503071305 DATE: 3/7/2016	416
4/26/2016	4226061	TRAV	\$450.98	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087884 DATE: 5/2/2016 Tkt. No. 52 62404827077 - Swans/Eric William Air/Rail Travel on 04/27/2016: LAS LAX LAS	372
4/26/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087884 DATE: 5/2/2016 Tkt. No. 89 00675377168 - Swans/Eric William Air/Rail Travel on 04/26/2016: Travel agency service fee	372
4/29/2016	4226061	TRAV	\$254.06	VENDOR: Swans, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	753
4/29/2016	4226061	TRAV	\$577.84	VENDOR: Swans, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	754
4/29/2016	4226061	TRAV	\$80.00	VENDOR: Swans, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	754
5/6/2016	4226061	TRAV	\$24.98	VENDOR: Swans, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016	762
5/5/2016	4226061	TRAV	\$24.98	VENDOR: Swans, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016	761
5/6/2016	4226061	TRAV	\$415.90	VENDOR: Swans, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016	758
4/28/2016	4226099	TRAV	\$225.78	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 00 17770663479 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAS LAX	373
4/28/2016	4226099	TRAV	\$447.38	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405380470 - Hendricks/Kara B Air/Rail Travel on 05/02/2016: LAS SAN LAS	373
4/30/2016	4226099	TRAV	(\$447.38)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405380470 - Hendricks/Kara B Air/Rail Travel on 05/02/2016: LAS SAN LAS	373
4/30/2016	4226061	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 89 00675559231 - Hendricks/Kara B Air/Rail Travel on 04/30/2016: Travel agency service fee	373



4/28/2016	4226099	TRAV	\$228.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 98 47770663480 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAX LAS	373
4/28/2016	4226061	TRAV	\$450.98	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405443521 - Swanis/Eric William Air/Rail Travel on 05/05/2016: LAS LAX LAS	373
4/28/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088046 DATE: 5/9/2016 Tkt. No. 52 62405443521 - Swanis/Eric William Air/Rail Travel on 05/05/2016: Travel agency service fee	373
5/10/2016	4226061	TRAV	\$422.20	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409028182 - Ferrario/Mark E Air/Rail Travel on 05/11/2016: LAS LAX LAS	374
5/10/2016	4226061	TRAV	\$211.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409086388 - Ferrario/Mark E Air/Rail Travel on 05/15/2016: LAS BUR	374
5/10/2016	4226061	TRAV	\$211.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 52 62409089574 - Ferrario/Mark E Air/Rail Travel on 05/19/2016: LAX LAS	374
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958840 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee	374
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958846 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee	374
5/10/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958847 - Ferrario/Mark E Air/Rail Travel on 05/10/2016: Travel agency service fee	374
5/10/2016	4226061	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00088238 DATE: 5/16/2016 Tkt. No. 89 00675958845 - Hendricks/Kara B Air/Rail Travel on 05/11/2016: Travel agency service fee	374

5/12/2016	4226061	TRAV	\$21.88	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 52 62409561061 - Ferrario/Mark E Air/Rail Travel on 05/13/2016: LAX LAS	375
5/12/2016	4226061	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 52 62409561061 - Ferrario/Mark E Air/Rail Travel on 05/13/2016: Travel agency service fee	375
5/10/2016	4226099	TRAV	(\$225.78)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 00 17770663479 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAS LAX	375
5/10/2016	4226099	TRAV	(\$228.10)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088381 DATE: 5/23/2016 Tkt. No. 98 47770663480 - Hendricks/Kara B Air/Rail Travel on 05/12/2016: LAX LAS	375
5/1/2016	4242420	TRAV	\$493.96	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	440
5/16/2016	4242420	TRAV	\$61.26	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	441
5/16/2016	4242420	TRAV	\$10.05	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	441
5/17/2016	4242420	TRAV	\$12.45	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	442
5/16/2016	4242420	TRAV	\$280.54	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	450
5/19/2016	4242420	TRAV	\$622.08	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	444
5/3/2016	4242420	TRAV	\$50.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	445
5/17/2016	4242420	TRAV	\$48.89	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	446
5/18/2016	4242420	TRAV	\$19.48	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	451
6/2/2016	4242420	TRAV	\$32.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	775
6/8/2016	4242420	TRAV	\$55.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	777
6/2/2016	4242420	TRAV	\$570.20	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	778
6/7/2016	4242420	TRAV	\$30.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	779
6/8/2016	4242420	TRAV	\$316.00	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	781
5/31/2016	4242420	TRAV	\$30.10	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	782

6/8/2016	4242420	TRAV	\$18.37	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	784
6/8/2016	4242420	TRAV	\$21.77	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	786
6/7/2016	4242420	TRAV	\$37.69	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	789
6/10/2016	4242420	TRAV	\$190.64	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	672
6/9/2016	4242420	TRAV	\$19.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	676
6/9/2016	4242420	TRAV	\$11.08	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	678
6/10/2016	4242420	TRAV	\$14.34	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	680
6/10/2016	4242420	TRAV	\$17.92	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	682
5/25/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676569841 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee	377
5/30/2016	4242420	TRAV	\$497.96	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 52 62414479526 - Swanis/Eric William Air/Rail Travel on 05/31/2016: LAS LAX LAS	377
5/30/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 52 62414479526 - Swanis/Eric William Air/Rail Travel on 05/31/2016: Travel agency service fee	377
5/31/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676670071 - Swanis/Eric William Air/Rail Travel on 05/31/2016: Travel agency service fee	377
6/3/2016	4242420	TRAV	\$232.10	VENDOR: Swanis, Eric W. INVOICE#: 1297905906291100 DATE: 6/29/2016	794
6/6/2016	4242420	TRAV	\$424.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416545061 - Hendricks/Kara B Air/Rail Travel on 06/09/2016: LAS SAN LAS	378
6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00676992506 - Hendricks/Kara B Air/Rail Travel on 06/06/2016: Travel agency service fee	378

6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 00 67832862200 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee	378
5/23/2016	4242420	TRAV	\$404.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62412661153 - Swanis/Eric William Air/Rail Travel on 05/24/2016: LAS LAX LAS	378
6/3/2016	4242420	TRAV	\$182.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62415956487 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX	378
6/3/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62415956487 - Swanis/Eric William Air/Rail Travel on 06/07/2016: Travel agency service fee	378
6/6/2016	4242420	TRAV	\$31.49	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416562217 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX	378
6/6/2016	4242420	TRAV	\$26.61	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62416569525 - Swanis/Eric William Air/Rail Travel on 06/07/2016: SFO LAX	378
6/8/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 52 62417408042 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee	379
6/6/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00676992508 - Swanis/Eric William Air/Rail Travel on 06/06/2016: Travel agency service fee	378
6/7/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 89 00677050266 - Swanis/Eric William Air/Rail Travel on 06/07/2016: Travel agency service fee	378

6/3/2016	4242420	TRAV	\$334.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 98 47832862184 - Swanis/Eric William Air/Rail Travel on 06/05/2016: LAS SFO	378
6/3/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089043 DATE: 6/13/2016 Tkt. No. 98 47832862184 - Swanis/Eric William Air/Rail Travel on 06/05/2016: Travel agency service fee	378
6/9/2016	4242420	TRAV	\$231.36	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 00 17837132785 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: JFK LAX	379
6/9/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 00 17837132785 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: Travel agency service fee	379
6/9/2016	4242420	TRAV	\$498.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 27 97837132784 - Ferrario/Mark E Air/Rail Travel on 06/13/2016: LAS JFK	379
6/9/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 27 97837132784 - Ferrario/Mark E Air/Rail Travel on 06/13/2016: Travel agency service fee	379
6/10/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 52 62418621850 - Hendricks/Kara B Air/Rail Travel on 06/10/2016: Travel agency service fee	379
6/8/2016	4242420	TRAV	\$202.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 52 62417408042 - Swanis/Eric William Air/Rail Travel on 06/08/2016: LAX LAS	379
6/8/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 89 00677089648 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee	379
6/8/2016	4242420	TRAV	\$20.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089232 DATE: 6/20/2016 Tkt. No. 89 00677089649 - Swanis/Eric William Air/Rail Travel on 06/08/2016: Travel agency service fee	379

6/9/2016	4242420	TRAV	\$66.65	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 00 10631772395 - Ferrario/Mark E Air/Rail Travel on 06/09/2016: RVU FEE lateral assoc - NY office	380
6/16/2016	4242420	TRAV	\$638.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 27 97837132887 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: JFK LAS	380
7/7/2016	4270581	TRAV	\$317.85	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1578
7/7/2016	4270581	TRAV	\$10.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1579
7/7/2016	4270581	TRAV	\$11.45	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1580
7/6/2016	4270581	TRAV	\$14.27	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1582
7/6/2016	4270581	TRAV	\$16.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1584
6/29/2016	4270581	TRAV	\$20.90	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016	1568
6/30/2016	4270581	TRAV	\$3.09	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016	1570
6/30/2016	4270581	TRAV	\$12.63	VENDOR: Swanis, Eric W. INVOICE#: 1328451807201139 DATE: 7/20/2016	1572
6/13/2016	4270581	TRAV	\$75.39	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	462
6/16/2016	4270581	TRAV	\$1,900.41	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	465
6/16/2016	4270581	TRAV	\$78.54	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	458
6/30/2016	4270581	TRAV	\$219.67	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	467
6/30/2016	4270581	TRAV	\$748.42	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	468
6/30/2016	4270581	TRAV	\$83.60	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	468
6/16/2016	4270581	TRAV	\$70.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 27 90614763541 - Ferrario/Mark E Air/Rail Travel on 06/16/2016: Miscellaneous Charge Order	381
6/22/2016	4270581	TRAV	\$243.88	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62422153697 - Ferrario/Mark E Air/Rail Travel on 06/27/2016: LAS BUR	381

6/24/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62422857423 - Ferrario/Mark E Air/Rail Travel on 06/24/2016: Travel agency service fee	381
6/28/2016	4270581	TRAV	\$241.03	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62423621391 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: LAX LAS	381
6/28/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089743 DATE: 7/4/2016 Tkt. No. 52 62423621391 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: Travel agency service fee	381
6/30/2016	4270581	TRAV	\$276.53	VENDOR: Swanis, Eric W. INVOICE#: 1328451807221052 DATE: 7/22/2016	1567
6/29/2016	4270581	TRAV	(\$122.05)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424175501 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: LAX LAS	382
6/30/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424453228 - Ferrario/Mark E Air/Rail Travel on 06/30/2016: Travel agency service fee	382
6/29/2016	4270581	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 89 00677894260 - Ferrario/Mark E Air/Rail Travel on 06/29/2016: Travel agency service fee	382
6/30/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62424358222 - Swanis/Eric William Air/Rail Travel on 06/30/2016: Travel agency service fee	382
7/6/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089883 DATE: 7/11/2016 Tkt. No. 52 62425782383 - Swanis/Eric William Air/Rail Travel on 07/06/2016: Travel agency service fee	382
6/30/2016	4270581	TRAV	\$6.95	VENDOR: Swanis, Eric W. INVOICE#: 1328451807271121 DATE: 7/27/2016	1567
7/7/2016	4270581	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090062 DATE: 7/18/2016 Tkt. No. 52 62426291003 - Swanis/Eric William Air/Rail Travel on 07/07/2016: Travel agency service fee	383

5/15/2016	4294950	TRAV	\$46.89	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508121103 DATE: 8/12/2016	475
6/29/2016	4294950	TRAV	\$30.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016	485
5/13/2016	4294950	TRAV	\$702.22	VENDOR: Ferrario, Mark E. INVOICE#: 1352920508171039 DATE: 8/17/2016	476
8/1/2016	4294950	TRAV	\$616.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 00 67848461118 - Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: LAS LAX	385
8/1/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 00 67848461118 - Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: Travel agency service fee	385
7/27/2016	4294950	TRAV	\$222.04	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 52 62432446286 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS	385
8/1/2016	4294950	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090681 DATE: 8/8/2016 Tkt. No. 89 00679043016 - Hendricks/Kara Bowen Air/Rail Travel on 08/02/2016: Travel agency service fee	385
8/3/2016	4294950	TRAV	\$51.67	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	694
8/2/2016	4294950	TRAV	\$52.04	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	698
8/3/2016	4294950	TRAV	\$288.92	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	699
8/3/2016	4294950	TRAV	\$10.65	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	696
8/1/2016	4294950	TRAV	(\$613.55)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 00 67848461051 - Hendricks/Kara Bowen Air/Rail Travel on 08/01/2016: LAS LAX	386
8/5/2016	4294950	TRAV	(\$222.04)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 52 62432446286 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS	386



8/3/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 89 00679187152 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: Travel agency service fee	386
8/5/2016	4294950	TRAV	\$15.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 89 00679307425 - Hendricks/Kara Bowen Air/Rail Travel on 08/08/2016: Travel agency service fee	386
8/3/2016	4294950	TRAV	\$208.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090886 DATE: 8/15/2016 Tkt. No. 98 47848461181 - Hendricks/Kara Bowen Air/Rail Travel on 08/03/2016: LAX LAS	386
8/15/2016	4294950	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090997 DATE: 8/22/2016 Tkt. No. 89 00679653825 - Hendricks/Kara Bowen Air/Rail Travel on 08/15/2016: Travel agency service fee	387
8/15/2016	4294950	TRAV	\$499.20	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090997 DATE: 8/22/2016 Tkt. No. 98 47852073688 - Hendricks/Kara Bowen Air/Rail Travel on 08/17/2016: LAS LAX LAS	387
8/17/2016	4294950	TRAV	\$28.13	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	704
8/18/2016	4294950	TRAV	\$11.22	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	706
8/18/2016	4294950	TRAV	\$54.82	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	708
8/18/2016	4294950	TRAV	\$328.80	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	712
7/7/2016	4321151	TRAV	\$213.77	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	497
7/6/2016	4321151	TRAV	\$330.25	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	498
4/13/2017	4526014	TRAV	\$470.68	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: LAS LAX LAS	389
4/13/2017	4526014	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: Travel agency service fee	389

5/31/2017	4541546	TRAV	\$496.69	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200099953 DATE: 6/19/2017 Tkt. No. 5268527844500 - Ferrario/Mark E Air/Rail Travel on 06/05/2017: LAS BUR LAS	390
6/6/2017	4541546	TRAV	(\$248.35)	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200099953 DATE: 6/19/2017 Tkt. No. 5268527844500 - Ferrario/Mark E Air/Rail Travel on 06/05/2017: LAS BUR LAS	390
6/6/2017	4541546	TRAV	\$272.53	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200100075 DATE: 6/26/2017 Tkt. No. 5268529952885 - Ferrario/Mark E Air/Rail Travel on 06/06/2017: SNA LAS	391
6/6/2017	4541546	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200100075 DATE: 6/26/2017 Tkt. No. 8900705609724 - Ferrario/Mark E Air/Rail Travel on 06/06/2017: Travel agency service fee	391
7/11/2017	4565410	TRAV	\$63.96	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	550
7/11/2017	4565410	TRAV	\$2.14	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	549
7/11/2017	4565410	TRAV	\$23.00	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	551
7/11/2017	4565410	TRAV	\$149.83	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	551
7/11/2017	4614189	TRAV	\$345.66	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017	551
7/7/2017	4632495	TRAV	\$551.96	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010261017 DATE: 10/26/2017	569
10/18/2017	4654116	TRAV	\$27.57	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	598
11/7/2017	4654116	TRAV	\$26.83	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	601
10/17/2017	4654116	TRAV	\$68.19	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	589
10/17/2017	4654116	TRAV	\$193.95	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	595
10/17/2017	4654116	TRAV	\$404.24	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	596
10/18/2017	4654116	TRAV	\$5.00	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	587
3/1/2018	4797233	TRAV	\$55.86	VENDOR: Ferrario, Mark E. INVOICE#: 2374723803291135 DATE: 3/29/2018 Car Rental; 03/01/18 - Deposition of Douglas McEachern and business development meeting with OC office	612

2/24/2018	4797233	TRAV	\$44.98	VENDOR: Ferrario, Mark E. INVOICE#: 2374723803291135 DATE: 3/29/2018 Airfare; 02/24/18 - Deposition of Douglas McEachern	615
2/24/2018	4797233	TRAV	\$132.99	VENDOR: Ferrario, Mark E. INVOICE#: 2374723803291135 DATE: 3/29/2018 Airfare; 02/24/18 - Deposition of Douglas McEachern; business development meeting in OC office	617
4/20/2018	4823655	TRAV	\$82.62	VENDOR: Ferrario, Mark E. INVOICE#: 2511832406191105 DATE: 6/19/2018	648
4/18/2018	4823655	TRAV	\$511.96	VENDOR: Ferrario, Mark E. INVOICE#: 2511832406191105 DATE: 6/19/2018	655
			\$23,942.59		

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# EXHIBIT 8

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Date	Bill Num	Cost Code	Billed Amt	Narrative
9/1/2015	4087071	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
9/7/2015	4087071	WNEXT	\$128.30	WestlawNext Research by PAUL,RACHEL.
9/8/2015	4087071	WNEXT	\$98.30	WestlawNext Research by PAUL,RACHEL.
9/11/2015	4087071	WNEXT	\$226.00	WestlawNext Research by PAUL,RACHEL.
9/8/2015	4087071	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
9/9/2015	4087071	WNEXT	\$659.90	WestlawNext Research by COWDEN,TAMI.
9/16/2015	4087071	WNEXT	\$26.70	WestlawNext Research by HANNON,TOM.
9/17/2015	4087071	WNEXT	\$26.70	WestlawNext Research by HANNON,TOM.
9/14/2015	4087071	WNEXT	\$29.70	WestlawNext Research by KEYES,KRISTIN.
9/21/2015	4087071	WNEXT	\$423.20	WestlawNext Research by PAUL,RACHEL.
9/22/2015	4087071	WNEXT	\$255.40	WestlawNext Research by PAUL,RACHEL.
9/24/2015	4087071	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
9/28/2015	4087071	WNEXT	\$167.50	WestlawNext Research by 0.
9/30/2015	4087071	WNEXT	\$49.30	WestlawNext Research by 0.
10/23/2015	4088315	WNEXT	\$297.00	WestlawNext Research by GODFREY,LESLIE.
10/26/2015	4088315	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
10/28/2015	4088315	WNEXT	\$940.30	WestlawNext Research by COWDEN,TAMI.
10/29/2015	4088315	WNEXT	\$362.90	WestlawNext Research by COWDEN,TAMI.
10/30/2015	4088315	WNEXT	\$395.60	WestlawNext Research by COWDEN,TAMI.
11/3/2015	4093869	WNEXT	\$43.01	WestlawNext Research by DYCKMAN,MICHAEL.
11/2/2015	4093869	WNEXT	\$831.80	WestlawNext Research by COWDEN,TAMI.
11/3/2015	4093869	WNEXT	\$689.90	WestlawNext Research by COWDEN,TAMI.
11/4/2015	4093869	WNEXT	\$914.40	WestlawNext Research by COWDEN,TAMI.
11/5/2015	4093869	WNEXT	\$267.30	WestlawNext Research by COWDEN,TAMI.
11/6/2015	4093869	WNEXT	\$224.50	WestlawNext Research by COWDEN,TAMI.
11/2/2015	4093869	WNEXT	\$89.10	WestlawNext Research by GODFREY,LESLIE.
11/3/2015	4093869	WNEXT	\$178.20	WestlawNext Research by GODFREY,LESLIE.
11/6/2015	4093869	WNEXT	\$267.30	WestlawNext Research by GODFREY,LESLIE.
11/9/2015	4093869	WNEXT	\$444.90	WestlawNext Research by COWDEN,TAMI.
11/12/2015	4093869	WNEXT	\$752.00	WestlawNext Research by COWDEN,TAMI.
11/13/2015	4093869	WNEXT	\$383.10	WestlawNext Research by COWDEN,TAMI.
12/22/2015	4114288	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
12/23/2015	4114288	WNEXT	\$59.40	WestlawNext Research by HENDERSON,TONYA.
1/5/2016	4133513	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
1/8/2016	4133513	WNEXT	\$375.70	WestlawNext Research by COWDEN,TAMI.
1/7/2016	4133513	WNEXT	\$118.80	WestlawNext Research by GODFREY,LESLIE.
1/8/2016	4133513	WNEXT	\$29.70	WestlawNext Research by GODFREY,LESLIE.
1/11/2016	4133513	WNEXT	\$29.70	WestlawNext Research by 0.
1/12/2016	4133513	WNEXT	\$207.90	WestlawNext Research by 0.
1/11/2016	4133513	WNEXT	\$300.80	WestlawNext Research by 0.
1/12/2016	4133513	WNEXT	\$313.60	WestlawNext Research by 0.
1/13/2016	4133513	WNEXT	\$29.70	WestlawNext Research by 0.
3/15/2016	4177990	WNEXT	\$564.30	WestlawNext Research by WELCH,WHITNEY.
3/17/2016	4177990	WNEXT	\$128.60	WestlawNext Research by WELCH,WHITNEY.
3/18/2016	4177990	WNEXT	\$118.80	WestlawNext Research by WELCH,WHITNEY.
4/8/2016	4201004	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.

4/7/2016	4201004	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
4/8/2016	4201004	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
4/11/2016	4201004	WNEXT	\$207.90	WestlawNext Research by 0.
4/11/2016	4201004	WNEXT	\$158.30	WestlawNext Research by 0.
4/25/2016	4201004	WNEXT	\$26.70	WestlawNext Research by HENDERSON,TONYA.
4/28/2016	4201004	WNEXT	\$29.70	WestlawNext Research by HENDERSON,TONYA.
5/9/2016	4226061	WNEXT	\$158.30	WestlawNext Research by COWDEN,TAMI.
5/12/2016	4226061	WNEXT	\$219.20	WestlawNext Research by COWDEN,TAMI.
5/16/2016	4226061	WNEXT	\$456.20	WestlawNext Research by COWDEN,TAMI.
5/17/2016	4226061	WNEXT	\$333.20	WestlawNext Research by COWDEN,TAMI.
5/18/2016	4226061	WNEXT	\$276.80	WestlawNext Research by COWDEN,TAMI.
5/19/2016	4226061	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
5/20/2016	4226061	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
5/25/2016	4226061	WNEXT	\$128.60	WestlawNext Research by COWDEN,TAMI.
5/26/2016	4226061	WNEXT	\$653.40	WestlawNext Research by COWDEN,TAMI.
5/31/2016	4242420	WNEXT	\$108.70	WestlawNext Research by COWDEN,TAMI.
6/23/2016	4242420	WNEXT	\$177.90	WestlawNext Research by COWDEN,TAMI.
6/27/2016	4270581	WNEXT	\$188.00	WestlawNext Research by COWDEN,TAMI.
6/28/2016	4270581	WNEXT	\$271.10	WestlawNext Research by COWDEN,TAMI.
7/15/2016	4270581	WNEXT	\$36.50	WestlawNext Research by COOPER,GREGORY.
7/17/2016	4270581	WNEXT	\$29.70	WestlawNext Research by COOPER,GREGORY.
7/18/2016	4270581	WNEXT	\$59.40	WestlawNext Research by COOPER,GREGORY.
7/18/2016	4270581	WNEXT	\$624.20	WestlawNext Research by COWDEN,TAMI.
7/19/2016	4270581	WNEXT	\$296.40	WestlawNext Research by COWDEN,TAMI.
7/21/2016	4270581	WNEXT	\$504.90	WestlawNext Research by COWDEN,TAMI.
7/22/2016	4270581	WNEXT	\$610.30	WestlawNext Research by COWDEN,TAMI.
7/25/2016	4294950	WNEXT	\$501.60	WestlawNext Research by COWDEN,TAMI.
7/27/2016	4294950	WNEXT	\$422.60	WestlawNext Research by COWDEN,TAMI.
8/15/2016	4294950	WNEXT	\$29.70	WestlawNext Research by LOTT,CYNTHIA.
8/16/2016	4294950	WNEXT	\$95.90	WestlawNext Research by OPIE,ALAYNE.
8/25/2016	4294950	WNEXT	\$247.10	WestlawNext Research by COWDEN,TAMI.
8/26/2016	4294950	WNEXT	\$356.40	WestlawNext Research by COWDEN,TAMI.
8/28/2016	4321151	WNEXT	\$316.60	WestlawNext Research by COWDEN,TAMI.
8/31/2016	4321151	WNEXT	\$636.40	WestlawNext Research by COWDEN,TAMI.
8/30/2016	4321151	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
9/6/2016	4321151	WNEXT	\$458.50	WestlawNext Research by COWDEN,TAMI.
9/7/2016	4321151	WNEXT	\$600.20	WestlawNext Research by COWDEN,TAMI.
9/8/2016	4321151	WNEXT	\$828.30	WestlawNext Research by COWDEN,TAMI.
9/9/2016	4321151	WNEXT	\$138.40	WestlawNext Research by COWDEN,TAMI.
9/12/2016	4321151	WNEXT	\$9.80	WestlawNext Research by COWDEN,TAMI.
9/13/2016	4321151	WNEXT	\$544.50	WestlawNext Research by COWDEN,TAMI.
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9/15/2016	4321151	WNEXT	\$543.80	WestlawNext Research by COWDEN,TAMI.
9/20/2016	4321151	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
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9/28/2016	4321151	WNEXT	\$694.80	WestlawNext Research by COWDEN,TAMI.
9/29/2016	4321151	WNEXT	\$224.50	WestlawNext Research by COWDEN,TAMI.
9/30/2016	4321151	WNEXT	\$291.00	WestlawNext Research by COWDEN,TAMI.
10/3/2016	4344839	WNEXT	\$286.90	WestlawNext Research by COWDEN,TAMI.
10/5/2016	4344839	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
10/6/2016	4344839	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
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10/11/2016	4344839	WNEXT	\$356.40	WestlawNext Research by COWDEN,TAMI.
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10/17/2016	4344839	WNEXT	\$445.50	WestlawNext Research by COWDEN,TAMI.
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11/3/2016	4380859	WNEXT	\$222.60	WestlawNext Research by COWDEN,TAMI.
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11/11/2016	4380859	WNEXT	\$89.10	WestlawNext Research by HENDRICKS,KARA.
11/15/2016	4380859	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
11/16/2016	4380859	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
11/21/2016	4380859	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
11/22/2016	4380859	WNEXT	\$148.50	WestlawNext Research by COWDEN,TAMI.
11/29/2016	4395265	WNEXT	\$907.30	WestlawNext Research by COWDEN,TAMI.
11/30/2016	4395265	WNEXT	\$267.00	WestlawNext Research by COWDEN,TAMI.
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12/2/2016	4395265	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/6/2016	4395265	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/28/2016	4395265	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
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12/30/2016	4395265	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
1/3/2017	4526012	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
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1/11/2017	4526012	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
1/16/2017	4526012	WNEXT	\$59.40	WestlawNext Research by COOPER,GREGORY.
1/18/2017	4526012	WNEXT	\$380.10	WestlawNext Research by COWDEN,TAMI.
1/24/2017	4526012	WNEXT	\$69.20	WestlawNext Research by COWDEN,TAMI.
1/25/2017	4526012	WNEXT	\$741.90	WestlawNext Research by COWDEN,TAMI.
1/26/2017	4526012	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
2/10/2017	4525776	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
3/30/2017	4526013	WNEXT	\$0.00	WestlawNext Research by SHANKS,HANNAH.
3/31/2017	4526013	WNEXT	\$0.00	WestlawNext Research by SHANKS,HANNAH.
4/22/2017	4526014	WNEXT	\$29.40	WestlawNext Research by BREWER,BREEANNA N.
4/26/2017	4526014	WNEXT	\$9.80	WestlawNext Research by BREWER,BREEANNA N.
4/23/2017	4526014	WNEXT	\$29.70	WestlawNext Research by COOPER,GREGORY.

6/8/2017	4541546	WNEXT	\$29.70	WestlawNext Research by HENDRICKS,KARA.
8/8/2017	4582156	WNEXT	\$419.00	WestlawNext Research by COWDEN,TAMI.
12/1/2017	4684361	WNEXT	\$9.80	WestlawNext Research by COWDEN,TAMI.
12/2/2017	4684361	WNEXT	\$79.00	WestlawNext Research by COWDEN,TAMI.
12/4/2017	4684361	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
12/7/2017	4684361	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/8/2017	4684361	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
12/15/2017	4684361	WNEXT	\$326.40	WestlawNext Research by COWDEN,TAMI.
12/19/2017	4684361	WNEXT	\$59.40	WestlawNext Research by COWDEN,TAMI.
12/20/2017	4684361	WNEXT	\$359.90	WestlawNext Research by COWDEN,TAMI.
12/22/2017	4684361	WNEXT	\$296.40	WestlawNext Research by COWDEN,TAMI.
12/26/2017	4684361	WNEXT	\$217.40	WestlawNext Research by COWDEN,TAMI.
12/27/2017	4684361	WNEXT	\$325.80	WestlawNext Research by COWDEN,TAMI.
12/28/2017	4684361	WNEXT	\$287.40	WestlawNext Research by COWDEN,TAMI.
12/29/2017	4684361	WNEXT	\$306.20	WestlawNext Research by COWDEN,TAMI.
1/1/2018	4701329	WNEXT	\$353.40	WestlawNext Research by COWDEN,TAMI.
1/2/2018	4701329	WNEXT	\$178.20	WestlawNext Research by COWDEN,TAMI.
1/3/2018	4701329	WNEXT	\$138.40	WestlawNext Research by COWDEN,TAMI.
1/4/2018	4701329	WNEXT	\$247.40	WestlawNext Research by COWDEN,TAMI.
1/5/2018	4701329	WNEXT	\$433.50	WestlawNext Research by COWDEN,TAMI.
1/6/2018	4701329	WNEXT	\$177.90	WestlawNext Research by COWDEN,TAMI.
1/8/2018	4701329	WNEXT	\$415.80	WestlawNext Research by COWDEN,TAMI.
1/10/2018	4701329	WNEXT	\$145.50	WestlawNext Research by COWDEN,TAMI.
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1/15/2018	4701329	WNEXT	\$264.30	WestlawNext Research by COWDEN,TAMI.
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1/17/2018	4701329	WNEXT	\$29.70	WestlawNext Research by COWDEN,TAMI.
1/22/2018	4701329	WNEXT	\$167.80	WestlawNext Research by COWDEN,TAMI.
2/13/2018	4723279	WNEXT	\$326.70	WestlawNext Research by COWDEN,TAMI.
2/14/2018	4723279	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
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2/22/2018	4723279	WNEXT	\$89.10	WestlawNext Research by COWDEN,TAMI.
2/23/2018	4723279	WNEXT	\$118.80	WestlawNext Research by COWDEN,TAMI.
3/2/2018	4797233	WNEXT	\$59.50	WestlawNext Research by COWDEN,TAMI.
2/28/2018	4797233	WNEXT	\$59.40	WestlawNext Research by NEY,CYNTHIA.
3/13/2018	4797233	WNEXT	\$119.00	WestlawNext Research by COWDEN,TAMI.
3/14/2018	4797233	WNEXT	\$442.00	WestlawNext Research by COWDEN,TAMI.
3/16/2018	4797233	WNEXT	\$1,219.50	WestlawNext Research by COWDEN,TAMI.
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3/21/2018	4797233	WNEXT	\$542.50	WestlawNext Research by COWDEN,TAMI.
3/22/2018	4797233	WNEXT	\$246.50	WestlawNext Research by COWDEN,TAMI.
3/23/2018	4797233	WNEXT	\$204.00	WestlawNext Research by COWDEN,TAMI.
3/26/2018	4797233	WNEXT	\$559.50	WestlawNext Research by COWDEN,TAMI.
3/27/2018	4797233	WNEXT	\$119.00	WestlawNext Research by COWDEN,TAMI.
4/12/2018	4773895	WNEXT	\$59.50	WestlawNext Research by COWDEN,TAMI.
5/1/2018	4802500	WNEXT	\$178.50	WestlawNext Research by COWDEN,TAMI.



5/2/2018	4802500	WNEXT	\$59.50	WestlawNext Research by COWDEN,TAMI.
5/25/2018	4802500	WNEXT	\$119.00	WestlawNext Research by COWDEN,TAMI.
		Total	\$47,324.41	



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# EXHIBIT 9

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
8/12/2015	4069186	MESS	\$14.75	VENDOR: Breakaway Courier Boston, Inc.-ACH INVOICE#: 150111 DATE: 8/14/2015 Messenger Service Order No. 1088410 to Greenberg Traurig, 1 International Place on 08/12/15 for Case, Tamara S. - Ref.# 120760-010800,	863
8/15/2015	4069186	MESS	\$149.50	VENDOR: First Legal Network, LLC INVOICE#: 10008207 DATE: 8/15/2015 Cust. No. 21539, Messenger Serv. from LASC-Los Angeles to GT L.A. 08/12/15. Order No. 2763398	865
8/31/2015	4069186	MESS	\$72.50	VENDOR: First Legal Network, LLC INVOICE#: 10009692 DATE: 8/31/2015 Cust. No. 21539. Delivery Serv from GT L.A to LASC - Los Angeles CA 08/27/15. Order No. 2778510	867
10/15/2015	4088315	MESS	\$77.60	VENDOR: First Legal Network, LLC INVOICE#: 10014869 DATE: 10/15/2015 Cust No 21539 Courier Services from LASC-Los Angeles, 111 North Hill St.	870
10/13/2015	4088315	MESS	\$15.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218017 DATE: 10/15/2015 Messenger Service Trk'ing No. 21083122 from Cohen Johnson to Greenberg Traurig, Llp on 10/13/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI	861
10/14/2015	4093869	MESS	\$50.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218221 DATE: 10/31/2015 Messenger Service Trk'ing No. 21083210 from Greenberg Traurig, Llp to Clark County District Court on 10/14/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI	862
10/29/2015	4093869	MESS	\$10.00	VENDOR: Nationwide Legal Nevada, LLC INVOICE#: 218221 DATE: 10/31/2015 Messenger Service Trk'ing No. 21084770 from Greenberg Traurig, Llp to Lewis Roca Rothgerber on 10/29/15 Req.'d by Andrea Rosehill - File Ref. 120760-010800-RDI	862
3/16/2016	4226061	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000059521 DATE: 3/31/2016	846
5/25/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016	847
5/26/2016	4270581	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016	847
5/31/2016	4270581	MESS	\$37.50	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016	847
5/31/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000074667 DATE: 5/31/2016	848
6/21/2016	4270581	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000082723 DATE: 6/30/2016	849
7/27/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000090303 DATE: 7/31/2016	850
8/4/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016	851
8/8/2016	4294950	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016	851



8/11/2016	4294950	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000092480 DATE: 8/15/2016	851
8/29/2016	4321151	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000096143 DATE: 8/31/2016	852
8/31/2016	4321151	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000096143 DATE: 8/31/2016	852
10/5/2016	4344839	MESS	\$48.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016	853
10/6/2016	4344839	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016	853
10/7/2016	4344839	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000110482 DATE: 10/15/2016	853
10/17/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016	855
10/18/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016	855
10/24/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016	855
10/16/2016	4395265	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000115393 DATE: 10/31/2016	855
10/14/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000119740 DATE: 11/15/2016	856
12/1/2016	4395265	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000127459 DATE: 12/15/2016	857
2/3/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017	858
2/6/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017	858
2/6/2017	4526013	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017	858
2/6/2017	4526013	MESS	\$40.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017	858
2/9/2017	4526013	MESS	\$20.00	VENDOR: Nationwide Legal, LLC INVOICE#: 000147948 DATE: 2/15/2017	858
6/15/2017	4565410	MESS	\$46.80	VENDOR: First Legal Network, LLC INVOICE#: 10094460 DATE: 6/15/2017 customer 21539, order 3350258; Filing - Regular Vehicle	881
7/15/2017	4565410	MESS	\$23.75	VENDOR: First Legal Network, LLC INVOICE#: 10098876 DATE: 7/15/2017 customer 21539, order 3381156 - delivery - regular vehicle	884
6/7/2017	4565410	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001561 DATE: 6/15/2017	831
6/8/2017	4565410	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001561 DATE: 6/15/2017	831
6/22/2017	4565410	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000001951 DATE: 6/30/2017	832
6/15/2017	4565410	MESS	\$70.34	VENDOR: First Legal Network, LLC INVOICE#: 10094453 DATE: 6/15/2017 customer 21539, order 3349328 - Filing - Special Vehicle	875

6/15/2017	4565410	MESS	\$58.50	VENDOR: First Legal Network, LLC INVOICE#: 10094454 DATE: 6/15/2017 customer 21539, order 3349339 - filing - special vehicle	878
7/17/2017	4565410	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017	833
7/10/2017	4565410	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017	833
7/13/2017	4565410	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002002 DATE: 7/15/2017	833
7/25/2017	4582156	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002132 DATE: 7/31/2017	834
8/14/2017	4614189	MESS	\$34.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002277 DATE: 8/15/2017	835
9/7/2017	4632495	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000002692 DATE: 9/15/2017	836
10/25/2017	4654116	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003232 DATE: 10/31/2017	837
11/1/2017	4654116	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003365 DATE: 11/15/2017	838
11/22/2017	4701329	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003461 DATE: 11/30/2017	839
12/7/2017	4701329	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017	840
12/6/2017	4701329	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017	840
12/7/2017	4701329	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017	840
12/7/2017	4701329	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003664 DATE: 12/15/2017	840
1/3/2018	4723279	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018	841
1/4/2018	4723279	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018	841
1/5/2018	4723279	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018	841
1/5/2018	4723279	MESS	\$15.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018	841
1/11/2018	4723279	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000003912 DATE: 1/15/2018	841
4/26/2018	4802500	MESS	\$10.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018	842
4/27/2018	4802500	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018	842
4/27/2018	4802500	MESS	\$40.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018	842
4/30/2018	4802500	MESS	\$35.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018	842
4/30/2018	4802500	MESS	\$60.50	VENDOR: Nationwide Legal, LLC INVOICE#: 00000004931 DATE: 4/30/2018	842
5/14/2018	4802500	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005110 DATE: 4/30/2018	843

5/24/2018	4823655	MESS	\$25.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005293 DATE: 5/31/2018	844
5/25/2018	4823655	MESS	\$45.00	VENDOR: Nationwide Legal, LLC INVOICE#: 00000005293 DATE: 5/31/2018	844
		Total	\$2,473.74		

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# EXHIBIT 10

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Navigant Invoices				
Invoice No.	Date	Total	Client	Exhibit Page No
469932	9/10/2015	11,936.25	Reading International	892
473519	10/16/2015	166,921.99	Greenberg Traurig LLP	897
473521	10/16/2015	31,427.02	Quinn Emanuel Urquhart & Sullivan, LLP	918
476113	11/13/2015	42,839.60	Greenberg Traurig LLP	927
476114	11/13/2015	18,167.27	Quinn Emanuel Urquhart & Sullivan, LLP	942
476115	11/13/2015	2,834.13	Reading International - Productions	949
479811	12/28/2015	19,890.52	Greenberg Traurig LLP	954
479812	12/28/2015	7,297.22	Quinn Emanuel Urquhart & Sullivan, LLP	964
479813	12/28/2015	3,449.27	Reading International - Productions	970
481466	1/12/2016	38,367.21	Greenberg Traurig LLP	975
481469	1/12/2016	8,448.40	Quinn Emanuel Urquhart & Sullivan, LLP	993
481471	1/12/2016	3,710.39	Reading International - Productions	1001
485709	2/19/2016	54,795.51	Greenberg Traurig LLP	1007
485713	2/24/2016	5,198.67	Quinn Emanuel Urquhart & Sullivan, LLP	1028
485714	2/24/2016	5,112.19	Reading International - Productions	1033
487724	3/14/2016	33,157.30	Greenberg Traurig LLP	1039
487725	3/14/2016	20,305.75	Quinn Emanuel Urquhart & Sullivan, LLP	1051
487726	3/14/2016	3,986.42	Reading International - Productions	1063
491147	4/26/2016	33,748.94	Greenberg Traurig LLP	1074
491148	4/26/2016	13,115.07	Quinn Emanuel Urquhart & Sullivan, LLP	1091
491149	4/21/2016	3,075.19	Reading International - Productions	1102
493691	5/18/2016	28,657.75	Greenberg Traurig LLP	1108
493692	5/18/2016	14,152.81	Quinn Emanuel Urquhart & Sullivan, LLP	1128
493693	5/18/2016	4,195.00	Reading International - Productions	1142
496310	6/29/2016	17,690.91	Greenberg Traurig LLP	1148
496312	6/29/2016	7,711.87	Quinn Emanuel Urquhart & Sullivan, LLP	1161
496315	6/29/2016	4,102.48	Reading International - Productions	1169
499219	7/21/2016	17,972.72	Greenberg Traurig LLP	1181
499220	7/21/2016	6,252.90	Quinn Emanuel Urquhart & Sullivan, LLP	1190
500480	7/31/2016	1,683.95	Reading International - Productions	1208
500481	7/31/2016	1,683.95	Quinn Emanuel Urquhart & Sullivan, LLP	1213
502032	8/23/2016	4,533.95	Greenberg Traurig LLP	1218
502033	8/23/2016	1,610.41	Quinn Emanuel Urquhart & Sullivan, LLP	1222
502034	8/24/2016	214.03	Reading International - Productions	1225
502153	8/24/2016	214.03	Reading International - Productions	1237
504416	9/22/2016	3,099.23	Reading International	1241
504417	9/22/2016	2,997.95	Quinn Emanuel Urquhart & Sullivan, LLP	1245
504418	9/29/2016	1,130.21	Greenberg Traurig LLP	1249
504885	9/29/2016	1,130.21	Quinn Emanuel Urquhart & Sullivan, LLP	1253
507954	10/25/2016	6,064.92	Reading International	1261
507955	10/25/2016	2,285.28	Quinn Emanuel Urquhart & Sullivan, LLP	1265
507957	10/25/2016	149.5	Greenberg Traurig LLP	1269
508019	10/25/2016	149.5	Quinn Emanuel Urquhart & Sullivan, LLP	1272
510452	11/22/2016	6,600.72	Reading International	1278
510454	11/22/2016	6,280.57	Quinn Emanuel Urquhart & Sullivan, LLP	1282
514042	1/6/2017	13,180.35	Greenberg Traurig LLP	1286

514044	1/6/2017	10,550.87	Quinn Emanuel Urquhart & Sullivan, LLP	1292
514047	1/6/2017	2,002.63	Quinn Emanuel Urquhart & Sullivan, LLP	1298
514056	1/6/2017	2,002.63	Reading International - Productions	1304
514057	1/6/2017	2,002.63	Reading International - Productions	1310
516932	2/27/2017	2,922.33	Greenberg Traurig LLP	1316
516933	2/27/2017	7,558.83	Quinn Emanuel Urquhart & Sullivan, LLP	1320
516942	2/27/2017	336.36	Reading International - Productions	1326
516943	2/23/2017	336.36	Reading International - Productions	1330
516944	2/27/2017	336.36	Reading International - Productions	1334
519523	3/27/2017	2,819.88	Greenberg Traurig LLP	1338
519525	3/27/2017	1,617.75	Quinn Emanuel Urquhart & Sullivan, LLP	1342
519527	3/27/2017	631.34	Reading International - Productions	1346
520945	4/17/2017	2,577.40	Greenberg Traurig LLP	1350
520947	4/17/2017	1,640.31	Quinn Emanuel Urquhart & Sullivan, LLP	1354
520949	4/17/2017	503.45	Reading International - Productions	1358
523210	5/22/2017	2,819.95	Greenberg Traurig LLP	1361
523211	5/22/2017	1,657.90	Quinn Emanuel Urquhart & Sullivan, LLP	1365
523212	5/22/2017	2,315.64	Reading International - Productions	1369
524770	6/30/2018	2,679.97	Greenberg Traurig LLP	1374
524772	6/30/2017	1,520.46	Quinn Emanuel Urquhart & Sullivan, LLP	1378
524774	6/30/2017	834.55	Reading International - Productions	1382
524770	6/30/2017	2,679.97	Greenberg Traurig LLP	2020
100011388	10/27/2017	2,477.81	Greenberg Traurig LLP	1404
100011389	10/27/2017	498.38	Reading International - Productions	1408
100011391	10/27/2017	1,258.06	Quinn Emanuel Urquhart & Sullivan, LLP	1411
100011392	10/27/2017	2,567.74	Greenberg Traurig LLP	1414
100011394	10/27/2017	1,475.52	Quinn Emanuel Urquhart & Sullivan, LLP	1418
100011395	10/27/2017	498.19	Reading International - Productions	1422
100014603	12/20/2017	6,725.10	Quinn Emanuel Urquhart & Sullivan, LLP	1425
100014604	12/20/2017	1,509.10	Reading International - Productions	1430
100014605	12/20/2017	2,404.91	Greenberg Traurig LLP	1434
100014941	12/27/2017	4,379.25	Quinn Emanuel Urquhart & Sullivan, LLP	1438
100014943	12/27/2017	631.55	Reading International - Productions	1442
100014944	12/27/2017	3,777.42	Greenberg Traurig LLP	1446
100015955	1/18/2018	496.56	Reading International - Productions	1450
100015956	1/18/2018	6,659.22	Quinn Emanuel Urquhart & Sullivan, LLP	1453
100015957	1/18/2018	2,314.92	Greenberg Traurig LLP	1457
100018580	3/6/2018	5,736.92	Greenberg Traurig LLP	1460
100018581	3/6/2018	2,294.22	Quinn Emanuel Urquhart & Sullivan, LLP	1464
100018582	3/6/2018	1,766.56	Reading International - Productions	1468
100019172	3/14/2018	3,032.31	Greenberg Traurig LLP	1472
100019173	3/14/2018	4,567.66	Quinn Emanuel Urquhart & Sullivan, LLP	1476
100019174	3/14/2018	548.65	Reading International - Productions	1480
100021617	4/26/2018	2,417.41	Greenberg Traurig LLP	1483
100021618	4/26/2018	549.64	Reading International - Productions	1487
100021643	4/26/2018	8,052.72	Quinn Emanuel Urquhart & Sullivan, LLP	1490
100023516	5/30/2018	4,163.54	Greenberg Traurig LLP	1495
100023518	5/30/2018	1,776.52	Quinn Emanuel Urquhart & Sullivan, LLP	1499

100023519	5/30/2018	1,188.97	Reading International - Productions	1503
100024820	6/25/2018	24,539.04	Greenberg Traurig LLP	1507
100024821	6/25/2018	31,277.43	Quinn Emanuel Urquhart & Sullivan, LLP	1514
100024822	6/25/2018	548.22	Reading International - Productions	1522
100026265	7/20/2018	10,339.97	Greenberg Traurig LLP	1525
100026266	7/20/2018	1,512.96	Quinn Emanuel Urquhart & Sullivan, LLP	1529
100026267	7/20/2018	561.45	Reading International - Productions	1533
100007360	8/4/2017	2,320.09	Greenberg Traurig LLP	1386
100007361	8/4/2017	1,407.25	Quinn Emanuel Urquhart & Sullivan, LLP	1389
100007366	8/4/2017	497.76	Reading International - Productions	1392
100010606	10/12/2017	2,320.23	Greenberg Traurig LLP	1395
100010609	10/12/2017	1,407.96	Quinn Emanuel Urquhart & Sullivan, LLP	1398
100010611	10/12/2017	498.09	Reading International - Productions	1401
		\$884,876.38		
		<b>Other eDiscovery Providers</b>		
<b>Date</b>	<b>Bill Num</b>	<b>Total</b>	<b>Narrative</b>	<b>Exhibit Page No</b>
4069186	8/30/2015	\$349.35	VENDOR: F1 Discovery INVOICE#: 1642 DATE: 8/30/2015 Project Name: Cotter v. Reading International Project Period: 8/20/2015 - Electronic File Processing;OCR Processing; Native File Production	1636
4069186	8/31/2015	\$156.19	VENDOR: F1 Discovery INVOICE#: 1638 DATE: 8/31/2015 Project Name: Cotter v. Reading International Project Period: 8/12/2015 - Electronic File Processing;OCR Processing; Native File Production	1632
4087071	9/18/2015	\$37.50	VENDOR: F1 Discovery INVOICE#: 1678 DATE: 9/18/2015 Project Name: Cotter v. Reading International Period: September 2015 - Project Management	1640
4201004	3/18/2016	\$676.44	VENDOR: Keystone Document Discovery- ACH INVOICE#: 29013 DATE: 3/18/2016 Job: 35866, On-site scanning, PDF creation, OCR, Indexing, On-Site equipment Set-UP, Mileage	
4395265	12/6/2016	\$330.07	VENDOR: Holo Discovery INVOICE#: 1694 DATE: 12/9/2016 E-Discovery Data Imaging: Process and Image Native files to PDF or Tiff while maintaining metadata	1625
		\$1,549.55		
<b>Total eDiscovery Fees</b>		<b>\$886,425.93</b>		

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# EXHIBIT 11

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
8/14/2015	4069186	TRAV	\$486.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 52 62135070171 - Coburn/Gregory Lance Air/Rail Travel on 08/18/2015: LAS LAX LAS	365
8/15/2015	4069186	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 89 00650911837 - Coburn/Gregory Lance Air/Rail Travel on 08/15/2015: Travel agency service fee	365
8/14/2015	4069186	TRAV	\$486.40	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 52 62135068275 - Ferrario/Mark E Air/Rail Travel on 08/18/2015: LAS LAX LAS	365
8/15/2015	4069186	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200080502 DATE: 8/24/2015 Tkt. No. 89 00650911836 - Ferrario/Mark E Air/Rail Travel on 08/15/2015: Travel agency service fee	365
11/10/2015	4093869	TRAV	\$28.75	VENDOR: Ferrario, Mark E. INVOICE#: 1029997411301106 DATE: 11/30/2015	405
10/27/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082672 DATE: 11/2/2015 Tkt. No. 52 62154626574 - Ferrario/Mark E Air/Rail Travel on 10/27/2015: Travel agency service fee	366
11/3/2015	4093869	TRAV	\$222.79	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 52 62156557599 - Ferrario/Mark E Air/Rail Travel on 11/04/2015: LAS LAX	367
11/3/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 89 00668707958 - Ferrario/Mark E Air/Rail Travel on 11/03/2015: Travel agency service fee	367
11/3/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 89 00668707959 - Ferrario/Mark E Air/Rail Travel on 11/03/2015: Travel agency service fee	367
11/3/2015	4093869	TRAV	\$68.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082831 DATE: 11/9/2015 Tkt. No. 98 47692730543 - Ferrario/Mark E Air/Rail Travel on 11/04/2015: LAS LAX	367
11/17/2015	4093869	TRAV	\$395.96	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00083112 DATE: 11/23/2015 Tkt. No. 52 62159911294 - Ferrario/Mark E Air/Rail Travel on 11/20/2015: LAS LAX LAS	369
11/17/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z2 00083112 DATE: 11/23/2015 Tkt. No. 52 62159911294 - Ferrario/Mark E Air/Rail Travel on 11/20/2015: Travel agency service fee	369
11/5/2015	4093869	TRAV	\$46.95	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082973 DATE: 11/16/2015 Tkt. No. 52 62157153807 - Ferrario/Mark E Air/Rail Travel on 11/10/2015: LAS LAX LAS	368
11/5/2015	4093869	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200082973 DATE: 11/16/2015 Tkt. No. 52 62157153807 - Ferrario/Mark E Air/Rail Travel on 11/10/2015: Travel agency service fee	368
11/4/2015	4114288	TRAV	\$20.95	VENDOR: Ferrario, Mark E. INVOICE#: 1077413801042146 DATE: 12/31/2015 Car Service/Taxi; 11/04/15 - Meeting with clients; cab from airport to clients meeting location	411
3/31/2016	4201004	TRAV	\$288.50	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 00 17763563402 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: JFK LAS	371
3/31/2016	4201004	TRAV	\$477.76	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 00 67763563399 - Ferrario/Mark E Air/Rail Travel on 04/05/2016: LAS JFK	371
4/7/2016	4201004	TRAV	\$419.10	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 27 97767208779 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: JFK LAS	371
4/7/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 27 97767208779 - Ferrario/Mark E Air/Rail Travel on 04/07/2016: Travel agency service fee	371
3/31/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 89 00674281744 - Ferrario/Mark E Air/Rail Travel on 03/31/2016: Travel agency service fee	371

3/31/2016	4201004	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087376 DATE: 4/18/2016 Tkt. No. 89 00674281747 - Ferrario/Mark E Air/Rail Travel on 03/31/2016: Travel agency service fee	371
4/7/2016	4226061	TRAV	\$36.46	VENDOR: Ferrario, Mark E. INVOICE#: 1215931605111112 DATE: 5/11/2016	424
4/7/2016	4226061	TRAV	\$488.33	VENDOR: Ferrario, Mark E. INVOICE#: 1215931605111112 DATE: 5/11/2016	425
5/24/2016	4242420	TRAV	\$427.58	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088524 DATE: 5/30/2016 Tkt. No. 52 62413083842 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: LAS BUR LAS	376
5/24/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088524 DATE: 5/30/2016 Tkt. No. 52 62413083842 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee	376
5/25/2016	4242420	TRAV	\$80.18	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	453
5/25/2016	4242420	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088910 DATE: 6/6/2016 Tkt. No. 89 00676569841 - Ferrario/Mark E Air/Rail Travel on 05/25/2016: Travel agency service fee	376
6/9/2016	4242420	TRAV	\$66.65	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089368 DATE: 6/27/2016 Tkt. No. 00 10631772395 - Ferrario/Mark E Air/Rail Travel on 06/09/2016: RVU FEE lateral assoc - NY office	380
7/7/2016	4321151	TRAV	\$213.77	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	497
7/6/2016	4321151	TRAV	\$330.25	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	498
9/30/2016	4380859	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	515
11/4/2016	4380859	TRAV	\$304.70	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461815435 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: LAS LAX LAS	388
11/4/2016	4380859	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461815435 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: Travel agency service fee	388
11/4/2016	4380859	TRAV	\$21.54	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461846560 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: LAS LAX LAS	388
11/4/2016	4380859	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200093503 DATE: 11/14/2016 Tkt. No. 52 62461846560 - Ferrario/Mark E Air/Rail Travel on 11/06/2016: Travel agency service fee	388
9/29/2016	4380859	TRAV	\$350.96	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211281155 DATE: 11/28/2016	519
11/6/2016	4395265	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	525
11/6/2016	4395265	TRAV	\$192.99	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	528
11/7/2016	4395265	TRAV	\$25.38	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	527
11/7/2016	4395265	TRAV	\$20.00	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	525
4/13/2017	4526014	TRAV	\$470.68	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: LAS LAX LAS	389
4/13/2017	4526014	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200098229 DATE: 4/24/2017 Tkt. No. 5262100597814 - Ferrario/Mark E Air/Rail Travel on 04/18/2017: Travel agency service fee	389
5/31/2017	4541546	TRAV	\$30.00	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200099953 DATE: 6/19/2017 Tkt. No. 8900705383199 - Ferrario/Mark E Air/Rail Travel on 05/31/2017: Travel agency service fee	389
7/11/2017	4565410	TRAV	\$63.96	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	550
7/11/2017	4565410	TRAV	\$2.14	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	549
7/11/2017	4565410	TRAV	\$23.00	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	551
7/11/2017	4565410	TRAV	\$149.83	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	551
8/24/2017	4614189	TRAV	\$22.80	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017	561
8/24/2017	4614189	TRAV	\$26.21	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017	572
8/8/2017	4632495	TRAV	\$113.98	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010261017 DATE: 10/26/2017	571
8/8/2017	4632495	TRAV	\$284.48	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010261017 DATE: 10/26/2017	571
11/7/2017	4654116	TRAV	\$26.83	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	601
12/15/2017	4701329	TRAV	\$506.39	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	821
12/31/2017	4701329	TRAV	\$35.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	821
12/31/2017	4701329	TRAV	\$25.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	821
1/10/2018	4701329	TRAV	\$35.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	821
1/9/2018	4701329	TRAV	\$25.00	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	821

1/10/2018	4701329	TRAV	\$11.99	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	829
1/10/2018	4701329	TRAV	\$344.43	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	830
1/10/2018	4701329	TRAV	\$16.19	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	830
1/10/2018	4701329	TRAV	\$55.11	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	818
1/10/2018	4701329	TRAV	\$27.47	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	814
1/1/2018	4701329	TRAV	\$3,074.88	VENDOR: Sheffield, Megan L. INVOICE#: 2230774301181118 DATE: 1/18/2018	826
11/17/2017	4723279	TRAV	\$132.99	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Airfare; 11/17/17 - Hearing on motions	608
12/7/2017	4723279	TRAV	\$66.25	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/07/17 - Attend meeting in Los Angeles	1619
11/20/2017	4723279	TRAV	\$16.08	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 11/20/17 - Attend meeting in Los Angeles	1602
12/7/2017	4723279	TRAV	\$67.38	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/07/17 - Meeting in Los Angeles	1604
12/15/2017	4723279	TRAV	\$76.11	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/15/17 - Trial preparation with client	1607
12/20/2017	4723279	TRAV	\$66.44	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/20/17 - Trial prep with co-counsel and client	1607
12/21/2017	4723279	TRAV	\$67.69	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Service/Taxi; 12/21/17 - Trial prep with co-counsel and client	1608
1/19/2018	4723279	TRAV	\$7.72	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Car Rental Fuel; 01/19/18 - Special Committee meeting	1614
12/20/2017	4723279	TRAV	\$323.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Lodging; 12/20/17 - Trial preparation with Ellen Cotter; Start Date 12/20/2017; End Date 12/21/2017	468
12/17/2017	4802500	TRAV	\$535.96	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/17/17 - RDI Mock Trial in Los Angeles	632
12/13/2017	4802500	TRAV	\$648.98	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/13/17 - Meeting with Margaret Cotter re trial	629
12/15/2017	4802500	TRAV	\$1,010.04	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Lodging; 12/15/17 - Meeting with Margaret Cotter re trial; Start Date 12/13/2017; End Date 12/15/2017	630
12/27/2017	4802500	TRAV	\$309.88	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/27/17 - Supreme Court Oral Argument	634
12/27/2017	4802500	TRAV	\$263.88	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 12/27/17 - Supreme Court Oral Argument	636
11/22/2017	4802500	TRAV	\$539.98	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 11/22/17 - Trial preparation with Margaret Cotter	627
1/11/2018	4802500	TRAV	\$308.96	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 01/11/18 - Meeting with Special Committee	638
1/16/2018	4802500	TRAV	\$26.00	VENDOR: Ferrario, Mark E. INVOICE#: 2499207405241024 DATE: 5/24/2018 Airfare; 01/16/18 - Meeting with Special Committee (flight change)	640
			\$15,833.76		

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# EXHIBIT 12

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Date	Bill Num	Cost Code	Billed Amt	Narrative	Exhibit Page No.
12/22/2015	4114288	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1077413801042146 DATE: 12/31/2015 Parking; 12/22/15 - Parking to attend court hearing	413
3/17/2016	4177990	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1173904803281132 DATE: 3/28/2016	419
4/11/2016	4201004	PARK	\$10.00	VENDOR: Ferrario, Mark E. INVOICE#: 1215949804291018 DATE: 4/29/2016	428
2/18/2016	4201004	PARK	\$4.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 02/18/16 - Parking expense for court hearing	666
3/3/2016	4201004	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 03/03/16 - Parking expense for court hearing	666
4/14/2016	4201004	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1213095405041312 DATE: 5/4/2016 Parking; 04/14/16 - Parking expense for court hearing	667
4/29/2016	4226061	PARK	\$32.00	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	752
4/29/2016	4226061	PARK	\$62.00	VENDOR: Swanis, Eric W. INVOICE#: 1235069505201015 DATE: 5/20/2016	752
5/6/2016	4226061	PARK	\$41.00	VENDOR: Swanis, Eric W. INVOICE#: 1239037905201015 DATE: 5/20/2016	760
5/13/2016	4242420	PARK	\$49.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	441
5/19/2016	4242420	PARK	\$85.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	442
5/25/2016	4242420	PARK	\$20.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	443
5/26/2016	4242420	PARK	\$9.00	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	443
5/2/2016	4242420	PARK	\$2.50	VENDOR: Ferrario, Mark E. INVOICE#: 1271108806171334 DATE: 6/17/2016	440
6/8/2016	4242420	PARK	\$55.55	VENDOR: Swanis, Eric W. INVOICE#: 1281451906171334 DATE: 6/17/2016	774
6/10/2016	4242420	PARK	\$25.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283407306201204 DATE: 6/20/2016	677
5/5/2016	4242420	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 1283752606201204 DATE: 6/20/2016	686
7/7/2016	4270581	PARK	\$62.00	VENDOR: Swanis, Eric W. INVOICE#: 1328560807181126 DATE: 7/18/2016	1579
6/21/2016	4270581	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	463
6/16/2016	4270581	PARK	\$63.00	VENDOR: Ferrario, Mark E. INVOICE#: 1310572407201139 DATE: 7/20/2016	466
7/6/2016	4294950	PARK	\$15.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016	486

7/12/2016	4294950	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016	487
7/28/2016	4294950	PARK	\$14.00	VENDOR: Ferrario, Mark E. INVOICE#: 1354100808171039 DATE: 8/17/2016	490
8/3/2016	4294950	PARK	\$17.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384784808261332 DATE: 8/26/2016	698
8/12/2016	4294950	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1384582408261332 DATE: 8/26/2016	689
8/18/2016	4294950	PARK	\$16.00	VENDOR: Hendricks, Kara B. INVOICE#: 1385287709011927 DATE: 9/1/2016	711
8/9/2016	4321151	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	495
8/12/2016	4321151	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1391042909211753 DATE: 9/21/2016	496
9/8/2016	4380859	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	514
9/30/2016	4380859	PARK	\$19.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	519
10/6/2016	4380859	PARK	\$12.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	516
10/6/2016	4380859	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 1485068211161124 DATE: 11/16/2016	515
10/21/2016	4380859	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016	719
8/30/2016	4380859	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016	718
10/6/2016	4380859	PARK	\$5.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016	719
10/6/2016	4380859	PARK	\$8.00	VENDOR: Hendricks, Kara B. INVOICE#: 1506902811281155 DATE: 11/28/2016	718
11/7/2016	4395265	PARK	\$26.00	VENDOR: Ferrario, Mark E. INVOICE#: 1526267112161154 DATE: 12/16/2016	525
12/16/2016	4526012	PARK	\$4.00	VENDOR: Ferrario, Mark E. INVOICE#: 1628875402101127 DATE: 2/10/2017	543
12/1/2016	4525776	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017	533
12/8/2016	4525776	PARK	\$5.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017	534
12/22/2016	4525776	PARK	\$9.00	VENDOR: Ferrario, Mark E. INVOICE#: 1618308302151131 DATE: 2/15/2017	535
7/11/2017	4565410	PARK	\$19.00	VENDOR: Ferrario, Mark E. INVOICE#: 1935005808101248 DATE: 8/10/2017	546
9/7/2017	4614189	PARK	\$24.00	VENDOR: Ferrario, Mark E. INVOICE#: 2037113010091051 DATE: 10/9/2017	562
9/18/2017	4632495	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2083789311011005 DATE: 11/1/2017	723
6/12/2017	4632495	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2083789311011005 DATE: 11/1/2017	724

10/18/2017	4654116	PARK	\$35.60	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	590
10/18/2017	4654116	PARK	\$40.00	VENDOR: Ferrario, Mark E. INVOICE#: 2128467311301321 DATE: 11/30/2017	591
11/20/2017	4684361	PARK	\$6.00	VENDOR: Hendricks, Kara B. INVOICE#: 2202073112291140 DATE: 12/29/2017	729
11/20/2017	4723279	PARK	\$6.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 11/20/17 - Attend court hearings	1601
12/4/2017	4723279	PARK	\$3.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/04/17 - Attend court hearing	1603
12/11/2017	4723279	PARK	\$8.00	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/11/17 - Attend court hearing	1604
12/18/2017	4723279	PARK	\$7.50	VENDOR: Ferrario, Mark E. INVOICE#: 2302253303021221 DATE: 3/2/2018 Parking; 12/18/17 - Attend court hearings	1607
12/18/2017	4797233	PARK	\$8.00	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018	833
1/5/2018	4797233	PARK	\$12.50	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018	734
1/8/2018	4797233	PARK	\$25.00	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018	735
12/11/2017	4797233	PARK	\$12.00	VENDOR: Hendricks, Kara B. INVOICE#: 2381546303281047 DATE: 3/28/2018	736
5/2/2018	4823655	PARK	\$18.00	VENDOR: Hendricks, Kara B. INVOICE#: 2545521106130955 DATE: 6/13/2018	742
5/1/2018	4823655	PARK	\$18.00	VENDOR: Ferrario, Mark E. INVOICE#: 2511832406191105 DATE: 6/19/2018	649
4/30/2018	4823655	PARK	\$9.00	VENDOR: Ferrario, Mark E. INVOICE#: 2511832406191105 DATE: 6/19/2018	648
4/20/2018	4823655	PARK	\$34.00	VENDOR: Ferrario, Mark E. INVOICE#: 2511832406191105 DATE: 6/19/2018	647
4/15/2018	4823655	PARK	\$58.00	VENDOR: Hendricks, Kara B. INVOICE#: 2545474106191105 DATE: 6/19/2018	739
4/30/2018	4823655	PARK	\$9.00	VENDOR: Hendricks, Kara B. INVOICE#: 2545474106191105 DATE: 6/19/2018	739
			\$1,134.65		

1 **DECL**  
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12 Ellen Cotter, Douglas McEachern, Guy Adams,  
Edward Kane, Judy Coddling, and Michael Wrotniak

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

18 Plaintiffs,  
19 v.

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

22 Defendants.

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

25 Nominal Defendant.  
26

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

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

Related and Coordinated Cases

**BUSINESS COURT**

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



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1 **DECL**

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21 Attorneys for Defendant William Gould

22 **EIGHTH JUDICIAL DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**

24 JAMES J. COTTER, JR., individually and  
25 on behalf of READING  
26 INTERNATIONAL, INC.,

27 Plaintiff,

28 vs.

29 MARGARET COTTER, et al.,  
30 Defendant.

31 and

32 READING INTERNATIONAL, INC.,  
33 Nominal Defendant.

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

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

Related and Coordinated Cases

**BUSINESS COURT**

**DECLARATION OF SHOSHANA E.  
BANNETT IN SUPPORT OF RDI'S  
OPPOSITION TO MOTION TO  
RETAX\_\_\_\_\_**

Assigned to Hon. Elizabeth Gonzalez

1                                   **DECLARATION OF SHOSHANA E. BANNETT**

2           I, Shoshana E. Barnett, declare as follows:

3           1.     I am an active member of the Bar of the State of California and an Associate  
4 with Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg & Rhow, A Professional  
5 Corporation (“BMBW”), which served as attorneys of record for Defendant William  
6 Gould (“Gould”) in this action. I make this declaration in support of RDI’s Opposition to  
7 Motion to Retax. Except for those matters stated on information and belief, I make this  
8 declaration based upon personal knowledge and, if called upon to do so, I could and would  
9 so testify.

10          2.     The backup documentation in support of the costs incurred by Bird Marella  
11 are attached as Exhibit Q to the Appendix of Exhibits to Defendants’ Opposition to Motion  
12 to Retax. There are a couple of minor discrepancies between the backup invoices and the  
13 spreadsheets that were earlier submitted. First, the reproduction charge listed as \$.30 on  
14 November 21, 2016, is listed as \$.27 on the invoice. Second, we were unable to locate the  
15 invoice for a Federal Express bill for \$11.71 charged on November 30, 2017. Finally, we  
16 were only able to locate the backup for one portion of a charged airfare from December 31,  
17 2016. On the spreadsheet, the airfare was listed as \$473.94. We only located backup for  
18 the leg that cost \$205.86.

19          3.     For my travel on this case, I used our firm’s travel agent to book hotels and  
20 airfare. With respect to travel for depositions in New York, Boston and Philadelphia, the  
21 instruction I gave our travel agent was to find the least expensive hotels within comfortable  
22 walking distance from the deposition site that offered room service. Because the hotels  
23 were in walking distance, I did not have to rent a car or take cabs to the deposition.

24          4.     In addition, the invoice for the hotel in Boston included not only room but  
25 also two meals.

26          5.     With respect to the \$94 for upgrade airfare, that reflects an upgrade from  
27 economy to economy plus in order to obtain a seat that was not a middle seat so that I  
28 could work on the flight.

6. The hotel invoice for \$1312.86 in New York city reflected a two-night stay by Ekwun Rhaw to attend depositions of the Cotters.

7. With respect to cabs, Mr. Rhow and I took cabs (including Uber and Lyft when available) to/from the airport from our homes and the office and to/from the airport to hotels. The Los Angeles area is large and costs for cabs to/from the airport can vary depending on whether flying out of LAX or Burbank and also based on time of day and traffic conditions. For example, a taxi from LAX to the Silver Lake neighborhood of Los Angeles (where I live) can run up to \$85 before tip, depending on traffic conditions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I executed this declaration on September 6, 2018, at Los Angeles, California.

/s/ Shoshana E. Bannett

---

Shoshana E. Bannett

1 **DEC**  
2 MARK E. FERRARIO, ESQ.  
3 (NV Bar No. 1625)  
4 KARA B. HENDRICKS, ESQ.  
5 (NV Bar No. 7743)  
6 TAMI D. COWDEN, Esq.  
7 (NV Bar No. 8994)  
8 GREENBERG TRAURIG, LLP  
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Counsel for Reading International, Inc.

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

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

14 Plaintiff,

15 v.

16 MARGARET COTTER, et al,

17 Defendants.  
18

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

**DECLARATION OF  
SUSAN ELIZABETH VILLEDA  
IN SUPPORT OF OPPOSITION TO  
MOTION TO RETAX**

19  
20 I, Susan Elizabeth Villeda, state and declare as follows:

21 1. I am a paralegal with Reading International, Inc. (“Reading” or the “Company”) and  
22 am familiar with the costs billed to and paid directly by Reading, for expenses incurred on  
23 Reading’s own behalf, or on behalf of the Director Defendants in the course of the above captioned  
24 litigation. I make this declaration based upon personal knowledge and, if called upon to do so, I  
25 could and would so testify.  
26  
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2. Attached to this declaration is Exhibit 1 detailing the costs incurred by Reading.<sup>1</sup>  
The information contained in the spreadsheet was taken from records that were kept by Reading in  
the ordinary course of business. Backup documentation is attached to the Appendix of Exhibits to  
Defendants' Opposition to Motion to Retax at Exhibits L, N, and R.

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

Dated this 14<sup>th</sup> day of September, 2018.

/s/ Susan Elizabeth Villeda  
Susan Elizabeth Villeda

---

<sup>1</sup> Except for \$4,060, all the 2015 charges itemized under Andrzej Matyczynski's name were for  
travel expenses incurred for Tim Storey. Such charges were made to Mr. Matyczynski's card on  
Mr. Storey's behalf.

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# EXHIBIT 1

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

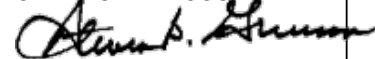
**Expense Reports**

Name	2015	2016	2017	2018	Notes	Exhibit Page Nos.
Andrzej Matczynski	\$ 21,026.09	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	1653-1674
Craig Tompkins	\$ 10,116.79	\$ 17,005.24	\$ 820.59	\$ 1,857.86	Expense Reports pulled by Maria F., verified by Susan V.	2024-2212
Doug McEachern	\$ 137.50	\$ 1,475.01	\$ 136.00	\$ 144.26	Expense Reports pulled by Maria F., verified by Susan V.	1675-1711
Ellen Cotter	\$ 2,543.51	\$ 4,114.63	\$ 10,294.55	\$ 3,659.05	Expense Reports pulled by Laura B., verified by Susan V.	1712-1952
Guy Adams	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	N/A
Laura Batista	\$ -	\$ -	\$ -	\$ 880.78	Expense Reports pulled by Laura B., verified by Susan V.	1953-1970
Margaret Cotter	\$ -	\$ 2,418.36	\$ 6,376.24	\$ -	Expense Reports pulled by Laura B., verified by Susan V.	1971-1992
Michael Wrotniak	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	N/A
Tim Storey	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	N/A
Victor Albizures	\$ -	\$ -	\$ -	\$ 1,075.24	Expense Reports pulled by Laura B., verified by Susan V.	1993-2009
William Ellis	\$ 3,575.50	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	2010-2019
William Gould	\$ -	\$ -	\$ -	\$ -	Expense Reports pulled by Maria F., verified by Susan V.	N/A
	<b>\$ 37,399.39</b>	<b>\$ 25,013.24</b>	<b>\$ 17,627.38</b>	<b>\$ 7,617.19</b>		
<b>Total Expense Reports</b>				<b>\$ 87,657.20</b>		

**Vendor Invoices**

Vendor Name	Invoice Date	Invoice No.	Services Rendered Timeframe	Invoice Amount	Type of Service/Notes
<b>RDI - temp LV office</b>					
<b>Regus Management Group</b>	12/14/2017	3038-4559	12/01/17 - 12/31/17	\$ 4,066.65	Temp LV office space. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
	1/10/2018	N/A	Dec-17	\$ 59.00	
	2/8/2018	3038-4876		\$ 1,102.19	
<b>Office Depot</b>	12/21/2017	N/A	Dec-17	\$ 871.43	office supplies for LV temp office. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via invoice.
				<b>\$ 6,099.27</b>	
<b>Quinn Emanuel - temp LV offices (521 South Third and Golden Nugget conf. rooms)</b>					
<b>Aquipt</b>	1/15/2018	108282R	12/28/17 - 1/27/18	\$ 4,506.15	Equipment for LV hotel - Jan 2018 trial. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
	1/15/2018	108283	1/2/18 - 2/1/18	\$ 11,489.10	Equipment for LV lawfirm - Jan 2018 trial. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
<b>Shred Co</b>	1/10/2018	20542	1/22/2018	\$ 40.00	Shredding services. Paid via RDI check.
<b>521 South Third, LLC</b>	12/20/2017	N/A	12/20/2017	\$ 3,500.00	Rent for temp LV office for Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
	2/13/2018	N/A	2/5/2018	\$ 554.89	Carpet cleaning, housekeeper bill and repairs to dings on walls at temp LV office for Quinn Emanuel (vendor name - Zerorez). Hired by 521 South Third, LLC. Invoice pulled by Rita A., verified by Susan V. Paid via RDI check.
<b>Cox Business</b>	1/11/2018	N/A	12/2017 - 1/2018	\$ 507.82	Phone services for LV temp office. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
<b>Brook Furniture</b>	Nov-17	N/A	Dec-17	\$ 2,505.00	furniture for temp office. Hired by RDI. Invoice pulled by Laura B., verified by Susan V. Paid via Ellen's expense report.
<b>Short Term Copiers</b>	12/21/2017	N/A	Dec-17	\$ 3,825.00	office equipment for temp LV office. Hired by RDI. Invoice pulled by Laura B., verified by Susan V. Paid via Ellen's expense report.
<b>Hartford Tech Rentals</b>	Nov-17	Quote No. 2 MiFis	Dec-17	\$ 380.82	Verizon data plan hi-speed and jetpacks for 8 devices. Hired by Quinn Emanuel. Invoice pulled by Rita A., verified by Susan V. Paid via Ellen's expense report.
<b>Golden Nugget</b>	17-Dec	N/A	12/27/18 - 1/28/18	\$ 33,678.52	Hotel rooms for Jan 2018 trial. Hired by RDI. Invoice pulled by Rita A., verified by Susan V. Paid via wire.
				<b>\$ 60,987.30</b>	
<b>Craig Tompkins - Leasing of residential space</b>					
VRBO - residential space - payment					
1 of 2	21-Dec	N/A	1/5/18 - 2/5/18	\$ 3,143.00	
Property rental Insurance	22-Dec	N/A	1/5/18 - 2/5/18	\$ 59.00	
VRBO - residential space - payment					
2 of 2	28-Dec	N/A	1/5/18 - 2/5/18	\$ 2,906.30	
				<b>\$ 6,108.30</b>	
<b>Total Vendor Costs</b>				<b>\$ 73,194.87</b>	
<b>Combined Costs</b>				<b>\$ 160,852.07</b>	
Navigant				\$ 902,016.77	
				<b>\$ 1,062,868.84</b>	





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

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

19 Plaintiff,

20 v.

21 MARGARET COTTER, et al,

22 Defendants.

23 **Case No. A-15-719860-B**  
24 Dept. No. XI

25 APPENDIX OF EXHIBITS TO  
26 DEFENDANTS' OPPOSITION TO  
27 MOTION TO RETAX

28 Part 1

EXHIBIT	DESCRIPTION	PAGE NOS.
A	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Filing Fees	1-225
B	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Deposition Reporter Fees	226-274
C	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Official Court Reporting fees	275-298
D	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Telephone Calls	299-346

1	E	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Postage/UPS	347-364
2			
3	F	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. reimbursing Counsel for expenses, including attendance at depositions, court proceedings and client meetings, and parking expenses.	365-830
4			
5			
6			
7	G	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Courier services	831-891
8			
9	H	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for eDiscovery services	892-1535
10			
11	I	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for Computerized Legal Research	1536-1561
12			
13	J	Additional back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. reimbursing Counsel for expenses, including attendance at depositions, court proceedings and client meetings	1562-1624
14			
15			
16			
17	K	Back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for photocopies; and additional back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for eDiscovery services	1625-1652
18			
19			
20	L	Back-up invoices and receipts reflecting payments made to reimburse Reading International, Inc. employees and directors for expenses, including attendance at deposition, court appearances, temporary office space and supplies, temporary office space for Counsel	1653-2019
21			
22			
23			
24	M	Additional back-up invoices and receipts reflecting payments made by Greenberg Traurig on behalf of Reading International, Inc. for eDiscovery services	2020-2023
25			
26	N	Back-up invoices and receipts reflecting payments made to reimburse Reading International, Inc. General Counsel for expenses, including attendance at deposition, court appearances, temporary office space and supplies, temporary	2024-2212
27			
28			

	office space for Counsel	
O	Additional back-up documentation reflecting payments made for expenses relating to temporary office space and supplies, temporary office space for Counsel	2213-2217
P	Back-up documentation supporting the costs incurred by Reading International, Inc. on behalf of 7 Director Defendants	2218-3233
Q	Back-up documentation supporting the costs incurred by Reading International, Inc. on behalf of Bill Gould	3234-3535
R	Additional back-up documentation reflecting payments made for expenses relating to temporary office space supplies	3536-3538
S	Plaintiff's Request for Production of Documents, served on August 14, 2015	3539-3548
T	Plaintiff's Request for Production of Documents to Reading International, Inc., served February 23, 2016	3549-3558
U	Plaintiff's Second Set of Requests for Production of Documents to Reading International, Inc., served June 24, 2016	3559-3565
V	Plaintiff James Cotter, Jr.'s Request for Production of Documents to Reading International, Inc., served January 12, 2018	3566-3577
W	August 20, 2016 Transcript, 7:11-19	3578-3601
X	December 17, 2015 Email regarding search terms	3602-3604
Y	April 19, 2016 Email regarding search terms	3605-3614
Z	Summary of Reading International, Inc.'s Cost	3615-3616

DATED this 14<sup>th</sup> day of September, 2018.

GREENBERG TRAURIG, LLP

/s/ Mark E. Ferrario

MARK E. FERRARIO, ESQ. (NV Bar No. 1625)  
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 14<sup>th</sup> day of September 2017, I caused a true and correct copy of the forgoing *Appendix of Exhibits to Defendants' Opposition to Motion to Retax* to be filed and served via the Court's Odyssey E-filing system upon the parties registered in this action. 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 14<sup>th</sup> day of September, 2018.

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

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# EXHIBIT A

---

**Details of filing:** *Reading International, Inc.'s Opposition to Plaintiff's Motion to Expedite Discovery and Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time*  
**Filed in Case Number:** P-14-082942-E

**E-File ID:** 7272342

**Lead File**  
**Size:** 4158224 bytes

**Date Filed:** 2015-08-10 15:32:33.0

**Case Title:** P-14-082942-E

**Case Name:** In the matter of James Cotter, Deceased

**Filing Title:** Reading International, Inc.'s Opposition to Plaintiff's Motion to Expedite Discovery and Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvilldock@gtlaw.com

**Account**  
**Name:** Greenberg Traurig, LLP 2

**Filing Code:** OPPM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 11-AUG-2015 11:08:17 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**  
**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 120760.010800

**Status:** Accepted - (A)

**Date**  
**Accepted:** 2015-08-11 08:08:19.0

**Review**  
**Comments:**

**Reviewer:** Pam Woolery

**File Stamped** P-14-082942-E-

**Copy:** 7272342 OPPM Reading International, Inc.'s Opposition to Plaintiff's Motion to Expedite Discovery.pdf

**Cover Document:**

**Documents:**  
**Lead Document:** MJO Mtn Expedite.pdf 4158224 bytes

**Data**  
**Reference ID:**

**Credit Card System Response:** AR1CCSFE0946

**Response:** Reference:

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**Details of filing:** *Motion to Compel Arbitration*  
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**E-File ID:** 7270281

**Lead File Size:** 4185645 bytes

**Date Filed:** 2015-08-10 11:29:09.0

**Case Title:** P-14-082942-E

**Case Name:** In the matter of James Cotter, Deceased

**Filing Title:** Motion to Compel Arbitration

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MCOM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 10-AUG-2015 05:48:21 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-08-10 14:48:22.0

**Review Comments:**

**Reviewer:** Pam Woolery

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**Credit Card Response:** System Response: AU1CD6BA65A8  
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**Details of filing:** *Motion to Compel Arbitration*  
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**E-File ID:** 7270281

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**Date Filed:** 2015-08-10 11:29:09.0

**Case Title:** P-14-082942-E

**Case Name:** In the matter of James Cotter, Deceased

**Filing Title:** Motion to Compel Arbitration

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltidock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MCOM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 10-AUG-2015 05:48:21 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-08-10 14:48:22.0

**Review Comments:**

**Reviewer:** Pam Woolery

**File Stamped Copy:** P-14-082942-E-7270281 MCOM Motion to Compel Arbitration.pdf

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Reference:

Details of filing: *Initial Appearance Fee Disclosure*  
Filed in Case Number: P-14-082942-E

E-File ID: 7270265

Lead File Size: 276665 bytes

Date Filed: 2015-08-10 11:27:42.0

Case Title: P-14-082942-E

Case Name: In the matter of James Cotter, Deceased

Filing Title: Initial Appearance Fee Disclosure

Filing Type: EFS

Filer's Name: Greenberg Traurig, LLP

Filer's Email: [WiltDock@gtlaw.com](mailto:WiltDock@gtlaw.com)

Account Name: Greenberg Traurig, LLP 2

Filing Code: IAFD

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 10-AUG-2015 05:08:37 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

Comments:

Courtesy Copies:

Firm Name: Greenberg Traurig, LLP

Your File Number: 120760.010800

Status: Accepted - (A)

Date Accepted: 2015-08-10 14:10:12.0

Review Comments:

Reviewer: Pam Woolery

File Stamped Copy: [P-14-082942-E-7270265 IAFD Initial Appearance Fee Disclosure.pdf](#)

Cover Document:

Documents:

Lead Document: [IAFD.pdf](#) 276665 bytes

Data Reference ID:

Credit Card Response: System Response: AP1CC4BBCB8  
Reference:

**Details of filing:** *Amended Application for Commission to Take the Videotaped Deposition of Lisa Gonzalez*  
**Filed In Case Number:** A-11-645734-B

**E-File ID:** 7268083

**Lead File Size:** 1154171 bytes

**Date Filed:** 2015-08-07 16:27:00.0

**Case Title:** A-11-645734-B

**Case Name:** Fortunet Inc, Plaintiff(s) vs. PlayBook Publishing LLC, Defendant(s)

**Filing Title:** Amended Application for Commission to Take the Videotaped Deposition of Lisa Gonzalez

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** miltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** APCOM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 08-AUG-2015 02:23:40 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:** heilichj@gtlaw.com; miltdock@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 087844.000345

**Status:** Accepted - (A)

**Date Accepted:** 2015-08-07 23:23:43.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-11-645734-B-

**Copy:** 7268083\_APCOM Amended Application for Commission to Take the Videotaped Deposition of Lisa Gonza.pdf

**Cover Document:**

**Documents:** Lead Document: Gonzalez Application.pdf 1154171 bytes

**Data Reference ID:**

**Credit Card System Response:** AL1CC74FC142  
**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Douglas McEachern, Guy Adams, and Edward Kane's Motion to Dismiss Complaint*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 7307279

**Lead File**  
**Size:** 341015 bytes

**Date Filed:** 2015-08-20 11:04:43.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Douglas McEachern, Guy Adams, and Edward Kane's Motion to Dismiss Complaint

**Filing Type:** EPS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account**  
**Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMOT

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 20-AUG-2015 07:11:24 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*\*8049]

**Comments:**

**Courtesy**  
**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 120760.010800

**Status:** Accepted - (A)

**Date**  
**Accepted:** 2015-08-20 16:11:25.0

**Review**  
**Comments:**

**Reviewer:** Heather Lofquist

**File Stamped:** A-15-719860-B-

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**Cover Document:**

**Documents:**  
**Lead Document:** Reading Joinder.pdf 341015 bytes

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**Reference ID:**

**Credit Card System Response:** AT1CD7D185D4  
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Details of filing: *Notice of Dismissal With Prejudice*  
Filed in Case Number: A-13-688938-B

E-File ID: 7312360

Lead File Size: 436761 bytes

Date Filed: 2015-08-21 12:29:12.0

Case Title: A-13-688938-B

Case Name: Engility Corp, Plaintiff(s) vs. J73 LLC, Defendant(s)

Filing Title: Notice of Dismissal With Prejudice

Filing Type: EFS

Filer's Name: Greenberg Traurig, LLP

Filer's Email: [mltdock@gtlaw.com](mailto:mltdock@gtlaw.com)

Account Name: Greenberg Traurig, LLP 2

Filing Code: NDIS

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 21-AUG-2015 07:00:43 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

Comments:

Courtesy Copies: [noyces@gtlaw.com](mailto:noyces@gtlaw.com)

Firm Name: Greenberg Traurig, LLP

Your File Number: 140291.013200

Status: Accepted - (A)

Date Accepted: 2015-08-21 16:00:46.0

Review Comments:

Reviewer: Norreta Caldwell

File Stamped Copy: [A-13-688938-B-7312360 NDIS Notice of Dismissal With Prejudice.pdf](#)

Cover Document:

Documents:

Lead Document: [20150821 NDIS Notice of Dismissal With Prejudice.pdf](#) 436761 bytes

Data Reference ID:

Credit Card Response: System Response: AU1CD75A73A7  
Reference:

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**E-File ID:** 7355165

**Lead File Size:** 285038 bytes

**Date Filed:** 2015-09-03 14:30:18.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Initial Appearance Fee Disclosure

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jvltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** IAFD

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 03-SEP-2015 06:25:13 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-09-03 15:25:15.0

**Review Comments:**

**Reviewer:** Walter Abregow

**File Stamped Copy:** [A-15-719860-B-7355165 IAFD Initial Appearance Fee Disclosure.pdf](#)

**Cover Document:**

**Documents:**  
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**Data Reference ID:**

**Credit Card Response:** System Response: AL1CC8CFE0B2  
Reference:

**Details of Filing:** *Notice of Pendency of Action [Lis Pendens]*  
**Filed in Case Number:** A-13-683644-C

**E-File ID:** 7351394

**Lead File Size:** 170270 bytes

**Date Filed:** 2015-09-02 15:30:20.0

**Case Title:** A-13-683644-C

**Case Name:** Savannah Falls Street Trust, Plaintiff(s) vs. Onwest Bank FSB, Defendant(s)

**Filing Title:** Notice of Pendency of Action [Lis Pendens]

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lwildock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NPEN

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 03-SEP-2015 10:32:39 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:** jacksonsa@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 126225.028100

**Status:** Accepted - (A)

**Date Accepted:** 2015-09-03 07:32:39.0

**Review Comments:**

**Reviewer:** Terri Stringer

**File Stamped Copy:** A-13-683644-C-7351394 NPEN Notice of Pendency of Action Lis Pendens.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Notice of Pendency of Action - Lis Pendens.pdf 170270 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AR1CC74C561F  
Reference:

E-Filing Details

Page 1 of 2

**Details of filing:** *[Courtesy Filing of] Motion to Compel Arbitration*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7342932

**Lead File Size:** 1293687 bytes

**Date Filed:** 2015-08-31 17:37:55.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** *[Courtesy Filing of] Motion to Compel Arbitration*

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltldock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MCDM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 01-SEP-2015 12:21:51 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:** Dept11LC@clarkcountycourts.us

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-09-03 15:49:53.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** A-15-719860-B-7342932 MCDM Courtesy Filing of Motion to Compel Arbitration.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Motion to Compel.pdf 1293687 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AQ1CC71A91D7  
Reference:

<https://wiznet.wiznet.com/clarknv/DetailsSubmit.do?efileid=7342932>

9/10/2015

JA9235



**Details of filing:** *Reading International, Inc.'s Reply in Support of its Motion to Compel Arbitration*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7340061

**Lead File Size:** 20545556 bytes

**Date Filed:** 2015-08-31 12:06:43.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Reply in Support of its Motion to Compel Arbitration

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

**Court Fee:** \$ 1,483.00

**Card Fee:** \$ 44.49

**Payment:** 03-SEP-2015 06:22:34 PM: Approved \$1,530.99 on MasterCard account "Greenberg Traurig, LLP 2" (\*\*\*\*-8049)

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-09-03 15:22:35.0

**Review**

**Comments:**

**Reviewer:** Walter Abregow

**File Stamped:** A-15-719860-B-

**Copy:** 7340061 RIS Reading International, Inc.'s Reply in Support of its Motion to Compel Arbitration.pdf

**Cover Document:**

**Documents:**

**Lead Document:** [REPLY.pdf](#) 20545556 bytes

**Data Reference**

**ID:**

**Credit Card System Response:** AT1C089E8F50

**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEachern's Motion to Dismiss Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7385301

**Lead File Size:** 356728 bytes

**Date Filed:** 2015-09-14 18:33:09.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEachern's Motion to Dismiss Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** Nltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMOT

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 15-SEP-2015 12:42:06 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-09-14 21:42:10.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

**Copy:** 7385301 JMOT Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams .pdf

**Cover Document:**

**Documents:** Lead Document: Joinder-.pdf 356728 bytes

**Data Reference ID:**

**Credit Card System Response:** APJCC64816C3  
**Response:** Reference:

**Details of filing:** *Notice of Entry of Stipulated Confidentiality and Protective Order*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 7529077

**Lead File Size:** 1043795 bytes

**Date Filed:** 2015-10-27 13:50:03.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Stipulated Confidentiality and Protective Order

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** tvldock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 27-OCT-2015 07:47:12 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-10-27 16:47:14.0

**Review Comments:**

**Reviewer:** Lisamarie Vaquero

**File Stamped Copy:** A-15-719860-B-7529077 NEO Notice of Entry of Stipulated Confidentiality and Protective Order.pdf

**Cover Document:**

**Documents:**

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**Data Reference ID:**

**Credit Card Response:** System Response: AT1CDBAC30D8  
Reference:

**Details of filing:** *Stipulated Confidentiality and Protective Order*  
**Filed In Case Number:** A-15-719860-8

**E-File ID:** 7521285

**Lead File Size:** 1716026 bytes

**Date Filed:** 2015-10-23 17:25:13.0

**Case Title:** A-15-719860-8

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Stipulated Confidentiality and Protective Order

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** SPO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 24-OCT-2015 01:09:39 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-10-23 22:09:41.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

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**Cover Document:**

**Documents:**

**Lead Document:** 120760.010800-RD1 21083210 SIGNED DOCS GT.pdf 1716026 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AT1CD8787FF1  
Reference:

Details of filing: *Demand for Jury Trial*  
Filed In Case Number: A-15-719860-8

E-File ID: 7552936

Lead File Size: 152349 bytes

Date Filed: 2015-11-04 10:41:02.0

Case Title: A-15-719860-8

Case Name: James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

Filing Title: Demand for Jury Trial

Filing Type: EFS

Filer's Name: Greenberg Traurig, LLP

Filer's Email: [Wittdock@gtlaw.com](mailto:Wittdock@gtlaw.com)

Account Name: Greenberg Traurig, LLP 2

Filing Code: DMJT

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 04-NOV-2015 05:33:06 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

Comments:

Courtesy Copies:

Firm Name: Greenberg Traurig, LLP

Your File Number: 120760.010800

Status: Accepted - (A)

Date Accepted: 2015-11-04 14:33:06.0

Review Comments:

Reviewer: Chaunteal Hahn

File Stamped Copy: [A-15-719860-8-7552936 DMJT Demand for Jury Trial.pdf](#)

Cover Document:

Documents:

Lead Document: [Jury Demand.pdf](#) 152349 bytes

Data Reference ID:

Credit Card Response: System Response: AR1CCAD3EE93  
Reference:

**Details of filing:** *Motion to Dismiss James Cotter, Jr.'s First Amended Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7618722

**Lead File Size:** 3379129 bytes

**Date Filed:** 2015-11-24 17:23:43.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Motion to Dismiss James Cotter, Jr.'s First Amended Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** Mitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MDSM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 25-NOV-2015 01:21:25 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:** There is currently another motion to dismiss set for December 15th in this case. If possible, we would like this motion heard on the same date. Thank you for your assistance.

**Courtesy  
Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2015-11-24 22:21:29.0

**Review** Can only request 12/15/15 hearing date with an OST - this motion is set standard 31 days out from date of filing.

**Comments:** Thank you

**Reviewer:** Michelle McCarthy

**File Stamped  
Copy:** A-15-719860-B-7618722\_MDSM\_Motion to Dismiss James Cotter, Jr.'s First Amended Complaint.pdf

**Cover Document:**

**Documents:**

**Lead Document:** 20151124 MDSM Motion to Dismiss James Cotter, Jr.'s First Amended Complaint.pdf

3379129  
bytes

**Data  
Reference ID:**

**Credit Card System Response:** AS1CDB40E49B  
**Response:** Reference:

E-Filing Details

Page 1 of 2

**Details of filing:** *Reply in Support of Motion to Dismiss James Cotter, Jr.'s First Amended Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7758753

**Lead File Size:** 327364 bytes

**Date Filed:** 2016-01-12 17:56:46.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reply in Support of Motion to Dismiss James Cotter, Jr.'s First Amended Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** milt dock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 13-JAN-2016 01:01:50 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-01-12 22:01:53.0

**Review**

**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

**Copy:** 7758753 RIS Reply in Support of Motion to Dismiss James Cotter Jr.'s First Amended Complaint.pdf

**Cover Document:**

**Documents:**

**Lead Document:** 20160112 RIS Reply in Support of Motion to Dismiss.pdf 327364 bytes

**Data Reference**

**ID:**

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<https://wiznet.wiznet.com/clarknv/DetailsSubmit.do?efileid=7758753>

1/13/2016

JA9242

**Details of filing:** *Stipulated Protocol Governing Production of Electronically Stored Information*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 7949635

**Lead File Size:** 1336550 bytes

**Date Filed:** 2016-03-09 14:47:23.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Stipulated Protocol Governing Production of Electronically Stored Information

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvildock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** SAO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 09-MAR-2016 07:47:23 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-03-09 16:47:25.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** [A-15-719860-B-7949635 SAO Stipulated Protocol Governing Production of Electronically Stored Information.pdf](#)

**Cover Document:**

**Documents:**

**Lead Document:** [20160309 Stipulated Protocol Governing Production of ESI.pdf](#) 1336550 bytes

**Data Reference ID:**

**Credit Card System Response:** AS1CE0D2E3A7

**Response:** Reference:



**Details of filing:** *Notice of Entry of Stipulated Protocol Governing Production of Electronically Stored Information*  
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**E-File ID:** 7951462

**Lead File Size:** 889408 bytes

**Date Filed:** 2016-03-09 18:31:18.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Stipulated Protocol Governing Production of Electronically Stored Information

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NTSO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 10-MAR-2016 01:21:56 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-03-09 22:22:01.0

**Review  
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**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B

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**Documents:**

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**Data Reference  
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**Credit Card System Response:** AX1CE2ACBE4F

**Response:** Reference:

**Details of filing:** *Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 7980946

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**Date Filed:** 2016-03-17 17:54:32.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hiltidock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MCOM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** Processing complete. Payment not yet captured.

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-03-17 18:59:57.0

**Review**

**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

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**Reference ID:**

**Credit Card System Response:** AR1CD1E98B15

**Response Reference:**

E-Filing Details

Page 1 of 2

**Details of filing:** *Notice of Hearing on Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time*

**Filed In Case Number:** A-15-719860-B

**E-File ID:** 7985735

**Lead File Size:** 174916 bytes

**Date Filed:** 2016-03-18 17:23:43.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Hearing on Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time

**Filing Type:** EPS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jwltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NOH

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

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**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-03-18 17:44:57.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

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**Documents:** Lead Document: NOH - RDI Motion to Compel.pdf 174916 bytes

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**Reference ID:**

**Credit Card System Response:** AX1CE3244089

**Response Reference:**

<https://wiznet.wiznet.com/clarknv/DetailsSubmit.do?efileid=7985735>

3/22/2016

JA9246

**Details of filing:** *Reading International, Inc.'s Answer to James Cotter, Jr.'s First Amended Complaint*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 8018762

**Lead File Size:** 438620 bytes

**Date Filed:** 2016-03-29 16:16:24.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Answer to James Cotter, Jr.'s First Amended Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvlttdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ANAC

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

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**Comments:**

**Courtesy  
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**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date  
Accepted:** 2016-03-30 09:47:30.0

**Review  
Comments:**

**Reviewer:** Diana Matson

**File Stamped** A-15-719860-B-

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**Documents:**

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**Reference ID:**

**Credit Card System Response:** AR1CD2889035

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**Details of filing:** *Reading International, Inc.'s Answer to T2 Plaintiffs' First Amended Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8018777

**Lead File Size:** 426646 bytes

**Date Filed:** 2016-03-29 16:18:06.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Answer to T2 Plaintiffs' First Amended Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** wldtrock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ANAC

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**Payment:** 30-MAR-2016 12:49:19 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

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**Firm Name:** Greenberg Traurig, LLP

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**Date Accepted:** 2016-03-30 09:49:22.0

**Review**

**Comments:**

**Reviewer:** Diana Matson

**File Stamped** A-15-719860-B-

**Copy:** 8018777 ANAC Reading International, Inc.'s Answer to T2 Plaintiffs' First Amended Complaint.pdf

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**Documents:**

**Lead Document:** RDI's Answer to T2 FAC.pdf 426646 bytes

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**Credit Card System Response:** AU1CE3508FD1

**Response:** Reference:

**Details of filing:** *Reply in Support of Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8063273

**Lead File Size:** 429233 bytes

**Date Filed:** 2016-04-11 18:58:19.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reply In Support of Defendant Reading International, Inc.'s Motion to Compel on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 12-APR-2016 11:03:53 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-04-12 08:03:54.0

**Review**

**Comments:**

**Reviewer:** Josie San Juan

**File Stamped** A-15-719860-B-

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**Documents:**

**Lead Document:** RDI RIS Motion to Compel.pdf 429233 bytes

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**Reference ID:**

**Credit Card System Response:** AX1CE4650DE6

**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEachern's Motion to Disqualify Intervening Plaintiffs*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8212218

**Lead File**  
**Size:** 247521 bytes

**Date Filed:** 2016-05-24 15:22:11.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to Margaret Cotter, Ellen Cotter, Guy Adams, Edward Kane and Douglas McEachern's Motion to Disqualify Intervening Plaintiffs

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hltldock@gtlaw.com

**Account**  
**Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMOT

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 24-MAY-2016 11:24:51 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**  
**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 121760.010800

**Status:** Accepted - (A)

**Date**  
**Accepted:** 2016-05-24 20:24:53.0

**Review**  
**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped** A-15-719860-B-

**Copy:** 8212218 JMOT Reading International Inc s Joinder to Margaret Cotter Ellen Cotter Guy Adams .pdf

**Cover Document:**

**Documents:** Lead Document: Joinder to Mtn to Disqualify 247521 bytes

**Data**  
**Reference**  
**ID:**

**Credit Card** System Response: AS1CE4B2F242  
**Response:** Reference:

**Details of filing:** *Errata to Opposition to Intervenor Plaintiffs' Motion for Preliminary Injunction*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8212206

**Lead File Size:** 934845 bytes

**Date Filed:** 2016-05-24 15:20:35.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Errata to Opposition to Intervenor Plaintiffs' Motion for Preliminary Injunction

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ERR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 25-MAY-2016 01:24:57 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 121760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-05-24 22:24:59.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** ~~A-15-719860-B-~~  
8212206 ERR Errata to Opposition to Intervenor Plaintiffs' Motion for Preliminary Injunction.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Errata.pdf 934845 bytes

**Data Reference ID:**

**Credit Card System Response:** AU1CE62A7A0D

**Response:** Reference:



**Details of filing:** *Notice of Entry of Stipulation and Order to Amend Deadlines in Scheduling Order (Second Request)*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8310689

**Lead File Size:** 449360 bytes

**Date Filed:** 2016-06-22 18:21:57.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Stipulation and Order to Amend Deadlines in Scheduling Order (Second Request)

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** milt dock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NTSO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 23-JUN-2016 10:45:51 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy  
Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-06-23 07:45:54.0

**Review  
Comments:**

**Reviewer:** Josie San Juan

**File Stamped** A-15-719860-B-

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**Reference ID:**

**Credit Card** System Response: AX1CE8130960

**Response:** Reference:

**Details of filing:** *Stipulation and Order to Amend Deadlines in Scheduling Order (Second Request)*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8304503

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**Date Filed:** 2016-06-21 15:09:33.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Stipulation and Order to Amend Deadlines in Scheduling Order (Second Request)

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lmltdock@gtaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** SOA

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 22-JUN-2016 07:22:12 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-06-22 16:22:15.0

**Review Comments:**

**Reviewer:** Janel Washington

**File Stamped:** A-15-719860-B

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**Data Reference ID:**

**Credit Card System Response:** AS1CE6293AD0

**Response:** Reference:

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**E-File ID:** 8281189

**Lead File Size:** 424263 bytes

**Date Filed:** 2016-06-14 16:57:35.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order Granting In Part Reading International, Inc.'s Motion to Compel

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** [lvitdock@gtlaw.com](mailto:lvitdock@gtlaw.com)

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEOJ

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 14-JUN-2016 08:37:02 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**  
**Copies:** [hellchj@gtlaw.com](mailto:hellchj@gtlaw.com); [lvitdock@gtlaw.com](mailto:lvitdock@gtlaw.com)

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-06-14 17:37:04.0

**Review**

**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped** A-15-719860-B-

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**E-File ID:** 8279359

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Granting In Part Reading International, Inc.'s Motion to Compel

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDR

**Amount:** \$ 3.50

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**Comments:**

**Courtesy Copies:** hellichj@gtlaw.com; lvitdock@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-06-14 16:37:09.0

**Review Comments:**

**Reviewer:** Michalle McCarthy

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**E-File ID:** 8209931

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to Intervenor Plaintiffs' Motion for Preliminary Injunction

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lmltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OPPM

**Amount:** \$ 3.50

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**Payment:** 24-MAY-2016 05:31:51 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

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**Status:** Accepted - (A)

**Date Accepted:** 2016-05-24 14:31:54.0

**Review Comments:**

**Reviewer:** Judith Angyalne Kiss

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**Details of filing:** *Joint Motion for Preliminary Approval of Settlement, Notice to Stockholders and Scheduling of Settlement Hearing on Order Shortening Time*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8372162

**Lead File Size:** 5873921 bytes

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Joint Motion for Preliminary Approval of Settlement, Notice to Stockholders and Scheduling of Settlement Hearing on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MOT

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 12-JUL-2016 08:17:33 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:** hellchj@gtlaw.com; mltdock@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-07-12 17:17:36.0

**Review Comments:**

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**File Stamped:** A-15-719860-B-

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**Cover Document:**

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**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Amend Complaint on Order Shortening Time*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8461015

**Lead File Size:** 679125 bytes

**Date Filed:** 2016-08-08 13:32:58.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Amend Complaint on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltidock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Comments:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-08-08 16:25:56.0

**Review Comments:**

**Reviewer:** Patty Azucena

**File Stamped:** ~~A-15-719860-B-~~

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Affidavit of Mailing

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jviltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** AFOM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-08-17 23:26:20.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

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**Details of filing:** *Notice of Entry of Order Granting Preliminary Approval of Derivative Claim Settlement*  
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**E-File ID:** 8454121

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**Date Filed:** 2016-08-05 09:37:36.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order Granting Preliminary Approval of Derivative Claim Settlement

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Comments:**

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**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File  
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**Status:** Accepted - (A)

**Date Accepted:** 2016-08-05 09:38:31.0

**Review**

**Comments:**

**Reviewer:** Josie San Juan

**File Stamped** A-15-719860-B-

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**E-File ID:** 8450542

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Pendency and Settlement of Action

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jwtdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Review Comments:**

**Reviewer:** Mary Anderson

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**Details of filing:** *Order Granting Preliminary Approval of Derivative Claim Settlement*  
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**E-File ID:** 8450505

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Granting Preliminary Approval of Derivative Claim Settlement

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDG

**Amount:** \$ 3.50

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**Comments:**

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**Status:** Accepted - (A)

**Date Accepted:** 2016-08-04 16:08:27.0

**Review Comments:**

**Reviewer:** Judit Angyaline Kiss

**File Stamped Copy:** A-15-719860-B-8450505 ORDG Order Granting Preliminary Approval of Derivative Claim Settlement.pdf

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**Data Reference ID:**

**Credit Card System Response:** AR1CD913468F  
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**Details of filing:** *Opposition to James J. Cotter, Jr.'s Motion to Compel on Order Shortening Time and Countermotion for Protective Order*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8422932

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**Date Filed:** 2016-07-27 12:59:54.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to James J. Cotter, Jr.'s Motion to Compel on Order Shortening Time and Countermotion for Protective Order

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvildock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OPPC

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 27-JUL-2016 04:30:03 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-07-27 13:30:05.0

**Review Comments:**

**Reviewer:** Joshua Raak

**File Stamped** A-15-719860-B-

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Page 1 of 2

**Details of filing:** *Reading International, Inc.'s Reply in Support of Joint Motion for Preliminary Approval of Settlement, Notice to Stockholders and Scheduling of Settlement Hearing on Order Shortening Time*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8424827

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Reply in Support of Joint Motion for Preliminary Approval of Settlement, Notice to Stockholders and Scheduling of Settlement Hearing on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@glaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

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**Reviewer:** Leona Asifoa

**File Stamped** A-15-719860-B-

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8/1/2016

JA9264

**Details of filing:** *Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery on Shortened Time*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8475024  
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**Case Title:** A-15-719860-B  
**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)  
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**Filing Type:** EFS  
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**Filer's Email:** mltdock@gtlaw.com  
**Account Name:** Greenberg Traurig, LLP 2  
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**Review Comments:**  
**Reviewer:** Ondina Amos  
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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to James J. Cotter's, Jr.'s Motion to Permit Certain Discovery Concerning the Recent Offer on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 29-AUG-2016 05:45:56 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-08-29 14:46:08.0

**Review**

**Comments:**

**Reviewer:** Patty Azucena

**File Stamped** A-15-719860-B-

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**E-File ID:** 8531932

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**Date Filed:** 2016-08-29 10:58:12.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to James J. Cotter's Motion to Obtain Expedited Discovery on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-08-29 14:32:30.0

**Review Comments:**

**Reviewer:** Patty Azucena

**File Stamped** A-15-719860-B-

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**Documents:** Lead Document: Opp Mtn Expedite Discovery.pdf 619248 bytes

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**Response:** Reference:



**Details of filing:** *Opposition to James J. Cotter's Motion to Compel Production of Documents and Communications Related to Advice of Counsel Defense on Order Shortening Time*  
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**Filing Title:** Opposition to James J. Cotter's Motion to Compel Production of Documents and Communications Related to Advice of Counsel Defense on Order Shortening Time

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** miltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OMCM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-08-29 22:58:35.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** A-15-719860-B-8531655 OMCM Opposition to James J. Cotter's Motion to Compel Production of Documents and Commun.pdf

**Cover Document:**

**Documents:** Lead Document: Opp - Mtn Compel re Advice of Counsel.pdf 2980045 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AT1CEBBD3227  
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**Details of filing:** *Opposition to James J. Cotter's Motion for Stay Pending Appeal*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8587091

**Lead File Size:** 202972 bytes

**Date Filed:** 2016-09-14 12:38:04.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to James J. Cotter's Motion for Stay Pending Appeal

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-09-14 18:11:00.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

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**Details of filing:** *Order Denying James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery*

**Filed In Case Number:** A-15-719860-B

**E-File ID:** 8559710

**Lead File Size:** 308628 bytes

**Date Filed:** 2016-09-06 17:56:40.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Denying James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDR

**Amount:** \$ 3.50

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**Comments:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

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**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

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**Details of filing:** *Notice of Entry of Order Denying James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery*  
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**E-File ID:** 8562950

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**Date Filed:** 2016-09-07 14:17:45.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order Denying James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** MiltDock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-09-07 16:28:56.0

**Review Comments:**

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**Details of filing:** *Reading International, Inc.'s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP.*

**Filed in Case Number:** A-15-719860-8

**E-File ID:** 8646362

**Lead File Size:** 472379 bytes

**Date Filed:** 2016-09-30 16:50:04.0

**Case Title:** A-15-719860-8

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP.

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RPLY

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**Payment:** 03-OCT-2016 12:08:50 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:** hellichj@gtlaw.com; lvitdock@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 09:08:54.0

**Review Comments:**

**Reviewer:** Josie San Juan

**File Stamped:** A-15-719860-8-

**Copy:** 8646362 RPLY Reading International Inc s Omnibus Reply to Objections to T2 Settlement Filed by.pdf

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**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8650670

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**Date Filed:** 2016-10-03 15:57:42.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lwildock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMSJ

**Amount:** \$ 3.50

**Court Fee:** \$ 200.00

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**Payment:** 03-OCT-2016 08:24:05 PM: Approved \$209.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 17:24:07.0

**Review Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped:** A-15-719860-B-

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**Reference ID:**

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**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8650634

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**Date Filed:** 2016-10-03 15:55:01.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvldock@gtlaw.com

**Account  
Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMSJ

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**Court Fee:** \$ 200.00

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**Comments:**

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**File Stamped** A-15-719860-B-

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**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 6, Re Plaintiff's Claims Related to the Estate's Option Exercise, the Appointment of Margaret Cotter, the Compensation Packages of Ellen Cotter and Margaret Cotter, and the Additional Compensation to Margaret Cotter and Guy Adams*

**Filed In Case Number:** A-15-719860-B

**E-File ID:** 8650709

**Lead File Size:** 272896 bytes

**Date Filed:** 2016-10-03 16:01:08.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 6, Re Plaintiff's Claims Related to the Estate's Option Exercise, the Appointment of Margaret Cotter, the Compensation Packages of Ellen Cotter and Margaret Cotter, and the Additional Compensation to Margaret Cotter and Guy Adams

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMPSJ

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**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 17:17:20.0

**Review Comments:**

**Reviewer:** Ivonne Hernandez

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**Details of filing:** *Reading International, Inc.'s Joinder to Defendants' Motion In Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8650735

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**Date Filed:** 2016-10-03 16:02:57.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to Defendants' Motion In Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account  
Name:** Greenberg Traurig, LLP 2

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**Comments:**

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**Status:** Accepted - (A)

**Date  
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**Review  
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**Reviewer:** Ivonne Hernandez

**File Stamped:** A-15-719860-B-

**Copy:** 8650735 JMIL Reading International Inc s Joinder to Defendants Motion In Limine to Exclude Ex.pdf

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**Documents:** Lead Document: Joinder - MIL.pdf 191781 bytes

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**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 3 Re the Purported Unsolicited Offer*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8651292

**Lead File Size:** 227401 bytes

**Date Filed:** 2016-10-03 16:48:56.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 3 Re the Purported Unsolicited Offer

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 17:19:16.0

**Review Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped:** A-15-719860-B-

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**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 4 Re Plaintiff's Claims Related to The Executive Committee*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8651333

**Lead File Size:** 3350438 bytes

**Date Filed:** 2016-10-03 16:53:04.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 4 Re Plaintiff's Claims Related to The Executive Committee

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** miltlock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Amount:** \$ 3.50

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**Comments:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 17:31:55.0

**Review Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped:** A-15-719860-B-

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**Details of filing:** *Order Denying James J. Cotter Jr.'s Motion for Partial Summary Judgment and Granting RDI's Countermotion for Summary Judgment*  
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**E-File ID:** 8651371

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Denying James J. Cotter Jr.'s Motion for Partial Summary Judgment and Granting RDI's Countermotion for Summary Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account  
Name:** Greenberg Traurig, LLP 2

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**Comments:**

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**Review  
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**Reviewer:** Ivonne Hernandez

**File Stamped** A-15-719860-B-

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**Details of filing:** *Reading International, Inc.'s Joinder to Defendant William Gould's Motion for Summary Judgment*  
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**E-File ID:** 8651629

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**Date Filed:** 2016-10-03 18:55:47.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to Defendant William Gould's Motion for Summary Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMSJ

**Amount:** \$ 3.50

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**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

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**Status:** Accepted - (A)

**Date Accepted:** 2016-10-04 12:17:20.0

**Review**

**Comments:**

**Reviewer:** Laura Reveles

**File Stamped** A-15-719860-B-

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**Reference ID:**

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**Response:** Reference:

**Details of filing:** *Order Denying James J. Cotter Jr.'s Motion for Partial Summary Judgment and Granting RDI's Countermotion for Summary Judgment*  
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**E-File ID:** 8652865

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**Date Filed:** 2016-10-04 10:15:38.0

**Case Title:** A-16-735305-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Reading International Inc, Defendant(s)

**Filing Title:** Order Denying James J. Cotter Jr.'s Motion for Partial Summary Judgment and Granting RDI's Countermotion for Summary Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvlttdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.011300

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-04 11:19:13.0

**Review Comments:**

**Reviewer:** Judit Angyalne Kiss

**File Stamped:** A-16-735305-B-

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**Credit Card System Response:** AL1CDDC907A8  
**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP.*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8646362

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Omnibus Reply to Objections to T2 Settlement Filed by James J. Cotter, Jr., Mark Cuban, and Diamond A Partner, LP.

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jviltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Comments:**

**Courtesy Copies:** hellichj@gtlaw.com; jviltdock@gtlaw.com

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-03 09:08:54.0

**Review Comments:**

**Reviewer:** Josie San Juan

**File Stamped:** A-15-719860-B-

**Copy:** 8646362 RPLY Reading International Inc s Omnibus Reply to Objections to T2 Settlement Filed by.pdf

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**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence*  
**Filed in Case Number:** A-15-719860-B

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**Date Filed:** 2016-10-03 15:57:42.0

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**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 2 on the Issue of Director Independence

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@gtaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JMSJ

**Amount:** \$ 3.50

**Court Fee:** \$ 200.00

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**Payment:** 03-OCT-2016 08:24:05 PM: Approved \$209.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

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**Review Comments:**

**Reviewer:** Ivonne Hernandez

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**Credit Card System Response:** AU1CED27BDAB

**Response:** Reference:



**Details of filing:** *Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8650634  
**Lead File Size:** 429952 bytes  
**Date Filed:** 2016-10-03 15:55:01.0  
**Case Title:** A-15-719860-B  
**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)  
**Filing Title:** Reading International, Inc.'s Joinder to the Individual Defendants' Motion for Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims  
**Filing Type:** EFS  
**Filer's Name:** Greenberg Traurig, LLP  
**Filer's Email:** lvldock@gtlaw.com  
**Account Name:** Greenberg Traurig, LLP 2  
**Filing Code:** JMSJ  
**Amount:** \$ 3.50  
**Court Fee:** \$ 200.00  
**Card Fee:** \$ 6.00  
**Payment:** 03-OCT-2016 08:20:48 PM: Approved \$209.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]  
**Comments:**  
**Courtesy Copies:**  
**Firm Name:** Greenberg Traurig, LLP  
**Your File Number:** 120760.010800  
**Status:** Accepted - (A)  
**Date Accepted:** 2016-10-03 17:20:50.0  
**Review Comments:**  
**Reviewer:** Ivonne Hernandez  
**File Stamped:** A-15-719860-B-  
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**Cover Document:**  
**Documents:**  
**Lead Document:** Joinder - No. 1 Terminate.pdf 429952 bytes  
**Data**  
**Reference ID:**  
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**Reference:**

**Details of filing:** *Reading International, Inc.'s Motion to Reconsider or Clarify Order Granting James J. Cotter, Jr.'s Motion to Compel Production of Documents and Communications Related to Advice of Counsel Defense on Order Shortening Time*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8671012

**Lead File  
Size:** 4559808 bytes

**Date Filed:** 2016-10-07 18:01:08.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Motion to Reconsider or Clarify Order Granting James J. Cotter, Jr.'s Motion to Compel Production of Documents and Communications Related to Advice of Counsel Defense on Order Shortening Time

**Filing Type:** EFS

**Filer's  
Name:** Greenberg Traurig, LLP

**Filer's  
Email:** mltdock@gtlaw.com

**Account  
Name:** Greenberg Traurig, LLP 2

**Filing Code:** MRCN

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 07-OCT-2016 11:38:52 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy  
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**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date  
Accepted:** 2016-10-07 20:38:54.0

**Review  
Comments:**

**Reviewer:** Michelle McCarthy

**File  
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8671012 MRCN Reading International, Inc.'s Motion to Reconsider or Clarify Order Granting James J.  
Cotter, Jr.'s Motion to Compel Production of Documents and Communications Related to Advice of Counsel Defense on Order Shortening Time.pdf

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**Details of filing:** *Opposition to James J. Cotter's Motion in Limine to Preclude Reliance on Advice of Counsel*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8688237

**Lead File Size:** 322626 bytes

**Date Filed:** 2016-10-13 13:20:33.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Opposition to James J. Cotter's Motion In Limine to Preclude Reliance on Advice of Counsel

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** viltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OML

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 13-OCT-2016 08:04:22 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-13 17:04:25.0

**Review**

**Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped** A-15-719860-B-

**Copy:** 8688237 OML Opposition to James J. Cotter's Motion in Limine to Preclude Reliance on Advice of C.pdf

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**Documents:**

**Lead Document:** Opposition-MIL.pdf 322626 bytes

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**Reference ID:**

**Credit Card System Response:** AS1CEC3E9C6F

**Response:** Reference:

**Details of filing:** *RDI's Joinder to the Individual Defendants' Opposition to James J. Cotter, Jr.'s Motion for Partial Summary Judgment*

**Filed In Case Number:** A-15-719860-B

**E-File ID:** 8690204

**Lead File Size:** 3893715 bytes

**Date Filed:** 2016-10-13 17:54:58.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** RDI's Joinder to the Individual Defendants' Opposition to James J. Cotter, Jr.'s Motion for Partial Summary Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** Mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** JOPP

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 14-OCT-2016 01:09:48 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**

**Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-13 22:09:51.0

**Review**

**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

**Copy:** 8690204 JOPP RDI s Joinder to the Individual Defendants' Opposition to James J. Cotter, Jr.'s Mo.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Joinder to Opposition.pdf 3893715 bytes

**Data**

**Reference ID:**

**Credit Card System Response:** AS1CEC4107F7

**Response:** Reference:

**Details of filing:** *RDI's Motion to File Under Seal Exhibits "E", "G" & "I" in Support of Its Joinder to Individual Defendants' Opposition to James J. Cotter, Jr.'s Motion for Summary Judgment and Portions of Page 18 on Order Shortening Time*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8705668

**Lead File Size:** 1004380 bytes

**Date Filed:** 2016-10-18 17:45:10.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** *RDI's Motion to File Under Seal Exhibits "E", "G" & "I" in Support of Its Joinder to Individual Defendants' Opposition to James J. Cotter, Jr.'s Motion for Summary Judgment and Portions of Page 18 on Order Shortening Time*

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** jvltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** MSRC

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 18-OCT-2016 10:18:58 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-18 19:19:04.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** A-15-719860-B-8705668 MSRC RDI's Motion to File Under Seal Exhibits E G I in Support of Its Joinder t.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Motion to Seal Exs.pdf 1004380 bytes

**Data Reference ID:**

**Credit Card System Response:** AR1CDD356F65

**Response:** Reference:

**Details of filing:** *Order Granting Settlement with T2 Plaintiffs and Final Judgment*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 8714725

**Lead File Size:** 429234 bytes

**Date Filed:** 2016-10-20 16:12:07.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Granting Settlement with T2 Plaintiffs and Final Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OGM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 20-OCT-2016 07:17:14 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-20 16:17:21.0

**Review Comments:**

**Reviewer:** Lisamarie Vaquero

**File Stamped Copy:** A-15-719860-B-8714725 OGM Order Granting Settlement with T2 Plaintiffs and Final Judgment.pdf

**Cover Document:**

**Documents:**

**Lead Document:** Order re T2 Settlement-signed.pdf 429234 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AQ1CDD0FED1C  
Reference:

**Details of filing:** *Notice of Entry of Order Granting Settlement with T2 Plaintiffs and Final Judgment*  
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**E-File ID:** 8715128

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**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order Granting Settlement with T2 Plaintiffs and Final Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEOJ

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 21-OCT-2016 10:34:01 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**

**Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 07:34:02.0

**Review**

**Comments:**

**Reviewer:** Walter Abregow

**File Stamped** A-15-719860-B-

**Copy:** 8715128 NEOJ Notice of Entry of Order Granting Settlement with T2 Plaintiffs and Final Judgment.pdf

**Cover Document:**

**Documents:**

**Lead Document:** NEOJ - order re T2 settlement.pdf 378114 bytes

**Data Reference**

**ID:**

**Credit Card** System Response: AT1CEE8080CD

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**Details of filing:** *Reading International, Inc.'s Consolidated Reply in Support of: 1) The Individual Defendants' Motion for Summary Judgment No. 3 On Plaintiff's Claims Related to the Purported Unsolicited Offer; 2) The Individual Defendants' Motion for Summary Judgment No. 4 Re Plaintiff's Claims Related to the Executive Committee; 3) The Individual Defendant's Motion for Partial Summary Judgment No. 5 Related to the Appointment of Ellen Cotter as CEO; and 4) The Individual Defendants' Motion for Partial Summary Judgment No. 6 Related to the Estate's Option Exercise and Other Matters*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719466

**Lead File Size:** 342505 bytes

**Date Filed:** 2016-10-21 16:09:49.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Consolidated Reply in Support of: 1) The Individual Defendants' Motion for Summary Judgment No. 3 On Plaintiff's Claims Related to the Purported Unsolicited Offer; 2) The Individual Defendants' Motion for Summary Judgment No. 4 Re Plaintiff's Claims Related to the Executive Committee; 3) The Individual Defendant's Motion for Partial Summary Judgment No. 5 Related to the Appointment of Ellen Cotter as CEO; and 4) The Individual Defendants' Motion for Partial Summary Judgment No. 6 Related to the Estate's Option Exercise and Other Matters

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** MiltDock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 21-OCT-2016 07:20:00 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 16:20:03.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** A-15-719860-B-8719466 RIS Reading International Inc.'s Consolidated Reply in Support of 1 The Individual D.pdf

**Cover Document:**

**Documents:** **Lead Document:** RIS - MSJ No. 3-6.pdf 342505 bytes



**Details of filing:** *Reading International, Inc.'s Joinder to Defendants' Reply in Support of Motion in Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719891

**Lead File**  
**Size:** 190662 bytes

**Date Filed:** 2016-10-21 16:58:38.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** *Reading International, Inc.'s Joinder to Defendants' Reply in Support of Motion in Limine to Exclude Expert Testimony of Myron Steele, Tiago Duarte-Silva, Richard Spritz, Albert Nagy and John Finnerty*

**Filing Type:** EFS

**Filer's**  
**Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account**  
**Name:** Greenberg Traurig, LLP 2

**Filing Code:** JOIN

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 21-OCT-2016 08:29:11 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 120760.010800

**Status:** Accepted - (A)

**Date**  
**Accepted:** 2016-10-21 17:29:13.0

**Review**  
**Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped** A-15-719860-B-

**Copy:** 8719891 JOIN Reading International Inc s Joinder to Defendants Reply in Support of Motion in .pdf

**Cover Document:**

**Documents:**  
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**Details of filing:** *Reading International, Inc.'s Reply in Support of Defendant William Gould's Motion for Summary Judgment*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719865

**Lead File Size:** 219253 bytes

**Date Filed:** 2016-10-21 16:55:29.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Reply in Support of Defendant William Gould's Motion for Summary Judgment

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hviltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 21-OCT-2016 11:32:58 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 20:33:00.0

**Review**

**Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped** A-15-719860-B

**Copy:** 8719865 RIS Reading International Inc.'s Reply in Support of Defendant William Gould's Motion f.pdf

**Cover Document:**

**Documents:**

**Lead Document:** RIS - MSJ-Gould.pdf 219253 bytes

**Data Reference**

**ID:**

**Credit Card** System Response: AR1CDD5F485F

**Response:** Reference:

**Details of filing:** *Notice of Entry of Order Granting Settlement With T2 Plaintiffs and Final Judgment with Exhibit 1 Attached*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719494

**Lead File Size:** 965302 bytes

**Date Filed:** 2016-10-21 16:12:13.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order Granting Settlement With T2 Plaintiffs and Final Judgment with Exhibit 1 Attached

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltidock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEOJ

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 22-OCT-2016 12:33:47 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 21:33:49.0

**Review**

**Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped** A-15-719860-B-

**Copy:** 8719494 NEOJ Notice of Entry of Order Granting Settlement With T2 Plaintiffs and Final Judgment .pdf

**Cover Document:**

**Documents:**

**Lead Document:** NEOJ w- Ex.pdf 965302 bytes

**Data Reference**

**ID:**

**Credit Card** System Response: AS1CECAE6B14

**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Reply to the Individual Defendants' Motion for Summary Judgment No. 2*  
*Re the Issue of Director Independence*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719234

**Lead File Size:** 296855 bytes

**Date Filed:** 2016-10-21 15:47:54.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Reply to the Individual Defendants' Motion for Summary Judgment No. 2 Re the Issue of Director Independence

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** RIS

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**Court Fee:** \$ 0.00

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**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 16:19:09.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped** A-15-719860-B-

**Copy:** 8719234 RIS Reading International Inc s Reply to the Individual Defendants Motion for Summary.pdf

**Cover Document:**

**Documents:**

**Lead Document:** RIS - MSJ No. 2.pdf 296855 bytes

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**Reference ID:**

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**Details of filing:** *Reading International, Inc.'s Reply in Support of Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8719077

**Lead File Size:** 300477 bytes

**Date Filed:** 2016-10-21 15:31:18.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Reply in Support of Joinder to the Individual Defendants' Motion for Partial Summary Judgment No. 1 Re Plaintiff's Termination and Reinstatement Claims

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

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**Amount:** \$ 3.50

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**Payment:** 21-OCT-2016 07:20:31 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 16:20:35.0

**Review Comments:**

**Reviewer:** Judith Angyaline Kiss

**File Stamped:** A-15-719860-B-

**Copy:** 8719077 RIS Reading International, Inc.'s Reply in Support of Joinder to the Individual Defendants.pdf

**Cover Document:**

**Documents:** Lead Document: RIS - MSJ No. 1.pdf 300477 bytes

**Data Reference ID:**

**Credit Card System Response:** AS1CECAC21EA  
**Response:** Reference:

**Details of filing:** *Order Granting Settlement with T2 Plaintiffs and Final Judgment with Exhibit 1 attached*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8718789

**Lead File Size:** 1188999 bytes

**Date Filed:** 2016-10-21 15:02:49.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Granting Settlement with T2 Plaintiffs and Final Judgment with Exhibit 1 attached

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** ivltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OGM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 21-OCT-2016 06:33:13 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy**

**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-10-21 15:33:15.0

**Review**

**Comments:**

**Reviewer:** Judith Anyalne Kiss

**File Stamped** A-15-719860-B-

**Copy:** 8718789\_OGM\_Order Granting Settlement with T2 Plaintiffs and Final Judgment with Exhibit 1 attac.pdf

**Cover Document:**

**Documents:**

**Lead Document:** 20161021 Order Granting Settlement with T2 Plaintiffs.pdf 1188999 bytes

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**Credit Card** System Response: AU1CEE21F8FA

**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery on Shortened Time (Fourth Request)*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8731971

**Lead File  
Size:** 1600830 bytes

**Date Filed:** 2016-10-26 11:38:47.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Vacate and Reset Pending Dates and to Reopen Discovery on Shortened Time (Fourth Request)

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvlttdock@gtlaw.com

**Account  
Name:** Greenberg Traurig, LLP 2

**Filing Code:** OPPM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 26-OCT-2016 08:05:54 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File  
Number:** 120760.010800

**Status:** Accepted - (A)

**Date  
Accepted:** 2016-10-26 17:05:56.0

**Review  
Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped** A-15-719860-B-

**Copy:** 8731971 OPPM Reading International Inc s Opposition to James J Cotter Jr s Motion to Vacate.pdf

**Cover Document:**

**Documents:** Lead Document: RDIs Opposition to Mtn to Vacate.pdf 1600830 bytes

**Data  
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**Credit Card System Response:** AR1CDD9CFEAB  
**Response:** Reference:

**Details of filing:** *Reading International, Inc.'s Status Report Re: Discovery*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8831952

**Lead File Size:** 199575 bytes

**Date Filed:** 2016-11-28 15:55:38.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Status Report Re: Discovery

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lwildock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** SR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 29-NOV-2016 12:58:45 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-11-29 09:58:48.0

**Review Comments:**

**Reviewer:** Judith Angyalne Kliss

**File Stamped Copy:** A-15-719860-B-8831952 SR Reading International Inc s Status Report Re Discovery.pdf

**Cover Document:**

**Documents:**

**Lead Document:** RDI Status Report.pdf 199575 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AU1CF0209293  
Reference:



**Details of filing:** *Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Reconsider the Court's Order Approving Settlement and Dismissing the T2 Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8837512

**Lead File Size:** 1794217 bytes

**Date Filed:** 2016-11-29 17:54:05.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Opposition to James J. Cotter, Jr.'s Motion to Reconsider the Court's Order Approving Settlement and Dismissing the T2 Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdock@gtaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** OPPM

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 29-NOV-2016 11:59:02 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-6049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-11-29 20:59:04.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped:** A-15-719860-B-

**Copy:** 8837512 OPPM Reading International Inc s Opposition to James J Cotter Jr s Motion to Recons.pdf

**Cover Document:**

**Documents:** Lead Document: RD1 Opposition.pdf 1794217 bytes

**Data Reference ID:**

**Credit Card System Response:** AL1CE0BD8145  
**Response:** Reference:

**Details of filing:** *Order Granting in Part RDI's Motion to Reconsider or Clarify Order Granting James J. Cotter, Jr.'s Motion to Compel Production of Documents and Communications Relating to the Advice of Counsel Defense*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8844055

**Lead File**  
**Size:** 281823 bytes

**Date Filed:** 2016-12-01 11:27:41.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Granting in Part RDI's Motion to Reconsider or Clarify Order Granting James J. Cotter, Jr.'s Motion to Compel Production of Documents and Communications Relating to the Advice of Counsel Defense

**Filing Type:** EFO

**Filer's**  
**Name:** Greenberg Traurig, LLP

**Filer's Email:** Mitdock@gtlaw.com

**Account**  
**Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 01-DEC-2016 07:08:02 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File**  
**Number:** 120760.010800

**Status:** Accepted - (A)

**Date**  
**Accepted:** 2016-12-01 16:08:05.0

**Review**  
**Comments:**

**Reviewer:** Ivonne Hernandez

**File**  
**Stamped** A-15-719860-B-  
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**Cover Document:**

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**Details of filing:** *Notice of Entry of Order*  
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**E-File ID:** 8847008

**Lead File Size:** 337828 bytes

**Date Filed:** 2016-12-01 17:47:49.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** hvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEOJ

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

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**Payment:** 02-DEC-2016 01:26:32 AM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-12-01 22:26:35.0

**Review Comments:**

**Reviewer:** Ivonne Hernandez

**File Stamped Copy:** A-15-719860-B-8847008 NEOJ Notice of Entry of Order.pdf

**Cover Document:**

**Documents:**

**Lead Document:** NEOJ.pdf 337828 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AX1CF0B4D96D  
Reference:

**Details of filing:** *RDI's Opposition to Plaintiff's Motion to Reconsider and/or Clarify Order Granting in Part RDI's Motion to Reconsider or Clarify Order Granting Plaintiff's Motion to Compel Production of Documents and Communications Relating to the Advice of Counsel*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8898643

**Lead File Size:** 567998 bytes

**Date Filed:** 2016-12-18 13:45:56.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** RDI's Opposition to Plaintiff's Motion to Reconsider and/or Clarify Order Granting in Part RDI's Motion to Reconsider or Clarify Order Granting Plaintiff's Motion to Compel Production of Documents and Communications Relating to the Advice of Counsel

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvittdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORO

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 19-DEC-2016 12:22:06 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

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**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-12-19 09:22:08.0

**Review Comments:**

**Reviewer:** Kadira Beckom

**File Stamped Copy:** A-15-719860-B-8898643 ORO RDI s Opposition to Plaintiff s Motion to Reconsider and or Clarify Order Granting l.pdf

**Cover Document:**

**Documents:** **Lead Document:** Opposition to Motion to Reconsider.pdf 567998 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AX1CF1A5F80F  
Reference:

E-Filing Details

Page 1 of 2

**Details of filing:** *Reading International, Inc.'s Answer to Second Amended Complaint*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 8905357

**Lead File Size:** 475432 bytes

**Date Filed:** 2016-12-20 12:13:08.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Answer to Second Amended Complaint

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** iviltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ANAC

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 20-DEC-2016 05:22:30 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2016-12-20 14:22:32.0

**Review Comments:**

**Reviewer:** Kadira Beckom

**File Stamped Copy:** A-15-719860-B-8905357 ANAC Reading International Inc.'s Answer to Second Amended Complaint.pdf

**Cover Document:**

**Documents:**

**Lead Document:** RDI - Answer to SAC.pdf 475432 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AS1CEFD80845  
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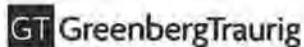
**Kinsey, Teri (BSTf-LV-RevMgmt)**

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**From:** Rosehill, Andrea (Secy-LV-LT)  
**Sent:** Monday, February 13, 2017 3:08 PM  
**To:** Kinsey, Teri (BSTf-LV-RevMgmt)  
**Subject:** M/C charge - 250.00 Nevada Supreme Court

Re: RDI – Writ-Privilege 0 120760.010800

**Andrea Rosehill**  
Legal Assistant to  
Mark E. Ferrario \* Tami D. Cowden \* Christopher R. Miltenberger \* Alayne M. Ople  
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**Details of filing:** *Notice of Entry of Order*  
**Filed in Case Number:** A-15-719860-B

**E-File ID:** 9073907

**Lead File Size:** 312265 bytes

**Date Filed:** 2017-02-10 15:15:24.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Notice of Entry of Order

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvitdick@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** NEOJ

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 10-FEB-2017 06:25:17 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

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**Status:** Accepted - (A)

**Date Accepted:** 2017-02-10 15:25:21.0

**Review Comments:**

**Reviewer:** Ivana Odedo

**File Stamped Copy:** [A-15-719860-B-9073907 NEOJ Notice of Entry of Order.pdf](#)

**Cover Document:**

**Documents:**

**Lead Document:** [NEOJ-RDI.pdf](#) 312265 bytes

**Data Reference ID:**

**Credit Card Response:** System Response: AP1CE14DE93D  
Reference:

**Details of filing:** *Order Staying This Court's October 3, 2016, December 1, 2016 and January 20, 2017 Orders Regarding Privilege Issues*

**Filed in Case Number:** A-15-719860-B

**E-File ID:** 9069640

**Lead File Size:** 354860 bytes

**Date Filed:** 2017-02-09 16:40:33.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Order Staying This Court's October 3, 2016, December 1, 2016 and January 20, 2017 Orders Regarding Privilege Issues

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** mltdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** ORDR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 09-FEB-2017 10:03:02 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2017-02-09 19:03:05.0

**Review Comments:**

**Reviewer:** Michelle McCarthy

**File Stamped Copy:** A-15-719860-B-9069640 ORDR Order Staying This Court's October 3, 2016, December 1, 2016 and January 20, 2017 O.pdf

**Cover Document:**

**Documents:** **Lead Document:** 20170209 ORDR Order Staying Court's Orders re Privilege Issues.pdf 354860 bytes

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**Credit Card System Response:** AP1CE1417D1C  
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**Details of filing:** *Reading International, Inc.'s Status Report*  
**Filed In Case Number:** A-15-719860-B

**E-File ID:** 9139828

**Lead File Size:** 207045 bytes

**Date Filed:** 2017-03-02 14:14:45.0

**Case Title:** A-15-719860-B

**Case Name:** James Cotter, Jr., Plaintiff(s) vs. Margaret Cotter, Defendant(s)

**Filing Title:** Reading International, Inc.'s Status Report

**Filing Type:** EFS

**Filer's Name:** Greenberg Traurig, LLP

**Filer's Email:** lvittdock@gtlaw.com

**Account Name:** Greenberg Traurig, LLP 2

**Filing Code:** SR

**Amount:** \$ 3.50

**Court Fee:** \$ 0.00

**Card Fee:** \$ 0.00

**Payment:** 03-MAR-2017 02:50:29 PM: Approved \$3.50 on MasterCard account "Greenberg Traurig, LLP 2" [\*\*\*\*-8049]

**Comments:**

**Courtesy Copies:**

**Firm Name:** Greenberg Traurig, LLP

**Your File Number:** 120760.010800

**Status:** Accepted - (A)

**Date Accepted:** 2017-03-03 11:50:31.0

**Review Comments:**

**Reviewer:** Dreanna Owens

**File Stamped Copy:** A-15-719860-B-9139828 SR Reading International Inc s Status Report.pdf

Cover Document:

**Documents:**

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**Data Reference ID:**

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