

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

v.

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

Respondents.

Electronically Filed  
Sep 05 2019 01:51 p.m.  
Supreme Court Case No. 75053  
Elizabeth A. Brown  
Consolidated with Supreme Court  
77733, 76981 & 77648

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

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

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

MORRIS LAW GROUP  
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Attorneys for Appellant James J. Cotter, Jr.

Appellant James J. Cotter, Jr. hereby moves the Court under the Supreme Court Rules Governing Sealing and Redacting Court Records ("SRCR") to redact and seal selected portions of the parties' Joint Appendix filed in Appeal Nos. 77648 and 76981.

"Court records sealed in the trial court shall be sealed from public access in the Nevada Supreme Court subject to further order of that court." SRCR 7. Under Rule 3.4 of part VII of the SRCR:

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

. . .

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

Here, the parties entered into a Stipulated Confidentiality and Protective Order, which was approved and signed by Judge Elizabeth Gonzalez on October 22, 2015, and filed in the district court on October 23, 2015. A copy is attached hereto as **Exhibit A**.

The Joint Appendix includes documents that the parties filed under seal and that were redacted or marked as "Confidential" or

"Attorneys' Eyes Only" in the underlying action. To maintain confidentiality and the district court's sealing of portions of the Joint Appendix, appellant James J. Cotter, Jr. respectfully requests the Court to permit him to file the confidential portions of the Joint Appendix under seal.

MORRIS LAW GROUP

By: /s/ AKKE LEVIN  
Steve Morris, Bar No. 1543  
Akke Levin, Bar No. 9102  
411 E. Bonneville Ave., Ste. 360  
Las Vegas, Nevada 89101

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

**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 29th day of August, 2019, a true and correct copy of the foregoing **APPELLANT JAMES J. COTTER JR.'S MOTION TO REDACT AND FILE UNDER SEAL PORTIONS OF JOINT APPENDIX** was served by the following method(s):

Supreme Court's EFlex Electronic Filing System:

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William Gould

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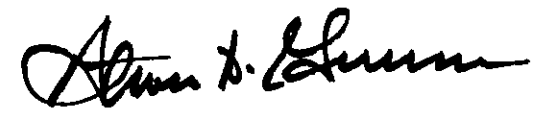
Tami Cowden  
Greenberg Traurig, LLP  
10845 Griffith Peak Drive Suite 600  
Las Vegas, Nevada 89135

Attorneys for Nominal Defendant  
Reading International, Inc.

Dated this 5th day of September, 2019.

By: /s/ Patricia A. Quinn

# EXHIBIT A



CLERK OF THE COURT

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*Counsel for Reading International, Inc.*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff.

v.

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

Defendants.

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

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

*Jointly Administered*

**PROPOSED STIPULATED  
CONFIDENTIALITY AND  
PROTECTIVE ORDER**

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

1 READING INTERNATIONAL, INC., a  
2 Nevada Corporation;

3  
4 Nominal Defendant

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

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

10 1. **Designation of Information.**

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

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



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

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

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

17 **2. Deposition Testimony.**

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

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

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

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

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

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

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

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

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

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

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

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

11 vii. Party-affiliated persons who have been noticed for depositions or trial  
12 testimony;

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

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

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

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

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

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

12  
13 4. **Signature of Order and Consent to Stipulated Confidentiality and Protective**  
14 **Order.**

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

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

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

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

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

3 **6. Hearings.**

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

9 **7. Disputed Designations.**

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



1                   11. Disclosure in Other Proceedings.

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

9                   12. Termination of Litigation.

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

18                   13. Modification of this Order.

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



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14. **Continuing Force and Effect of this Order.**

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

15. **Unauthorized Disclosure of Confidential Information.**

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

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

3 IT IS SO STIPULATED.

4 DATED this 6th day of October, 2015.

5 LEWIS ROCA ROTHGERBERG, LLP

6 By: 

7 MARK G. KRUM (NV Bar 10913)

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

DATED this \_\_\_\_\_ day of October, 2015.

GREENBERG TRAURIG, LLP

By:  #7743

MARK E. FERRARIO (NV Bar No. 1625)

G. LANCE COBURN (NV Bar No. 6604)

*Attorneys for Reading International, Inc.*

10 DATED this \_\_\_\_\_ day of October, 2015.

11 MAUPIN COX & LeGOY

12 By: \_\_\_\_\_

13 DONALD A. LATTIN (NV Bar 0693)

14 CAROLYN K. RENNER NV Bar 9164)

15 *Attorneys for William Gould and Timothy Storey*

DATED this \_\_\_\_\_ day of October, 2015.

11 COHEN-JOHNSON, LLC

12 By: \_\_\_\_\_

13 H. STAN JOHNSON (NV Bar 00265)

14 MICHAEL V. JOHNSON (NV Bar 13154)

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

18 DATED this \_\_\_\_\_ day of October, 2015.

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

21 By: \_\_\_\_\_

22 EKWAN E. RHOW (Pro Hac Vice)

BONITA D. MOORE (Pro Hac Vice)

23 *Attorney for Defendants William Gould and Timothy Storey*

DATED this \_\_\_\_\_ day of October, 2015.

20 QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

21 By: \_\_\_\_\_

22 CHRISTOPHER TAYBACK (Pro Hac Vice)

MARSHALL M. SEARCY (Pro Hac Vice)

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

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

3 IT IS SO STIPULATED.

4 DATED this \_\_\_\_ day of October, 2015.

DATED this \_\_\_\_ day of October, 2015.

5 LEWIS ROCA ROTHGERBERG, LLP

GREENBERG TRAUERIG, LLP

6 By: \_\_\_\_\_  
7 MARK G. KRUM (NV Bar 10913)

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

8 Attorneys for Plaintiff James J. Cotter, Jr.

9  
10 DATED this 9th day of October, 2015.

DATED this \_\_\_\_ day of October, 2015.

11 MAUPIN COX & LeGOY

COHEN-JOHNSON, LLC

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

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

15 Attorneys for William Gould and Timothy  
16 Storey

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

17  
18 DATED this \_\_\_\_ day of October, 2015.

DATED this 7 day of October, 2015.

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

QUINN EMANUEL URQUIHART &  
SULLIVAN, LLP

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

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

23 Attorney for Defendants William Gould and  
24 Timothy Storey

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

GREENBERG TRAURIG, LLP  
1773 Howard Hughes Parkway, Suite 400 North  
Las Vegas, Nevada 89169  
Telephone: (702) 792-3773  
Facsimile: (702) 792-9982

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

3 IT IS SO STIPULATED.

4 DATED this \_\_\_\_\_ day of October, 2015.

5 **LEWIS ROCA ROTHGERBERG, LLP**

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

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

9  
10 DATED this \_\_\_\_\_ day of October, 2015.

11 **MAUPIN COX & LeGOY**

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

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

17  
18 DATED this \_\_\_\_\_ day of October, 2015.

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

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

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

DATED this \_\_\_\_\_ day of October, 2015.

**GREENBERG TRAURIG, LLP**

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

*Attorneys for Reading International, Inc.*

DATED this 13 day of October, 2015.

**COHEN-JOHNSON, LLC**

By: Michael V. Johnson  
**H. STAN JOHNSON (NV Bar 00265)**  
**MICHAEL V. JOHNSON (NV Bar 13154)**

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

DATED this \_\_\_\_\_ day of October, 2015.

**QUINN EMANUEL URQUHART &**  
**SULLIVAN, LLP**

By: \_\_\_\_\_  
**CHRISTOPHER TAYBACK (Pro Hac Vice)**  
**MARSHALL M. SEARCY (Pro Hac Vice)**

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

GREENBERG TRAUER, LLP  
5775 Howard Hughes Parkway, Suite 400 North  
Las Vegas, Nevada 89159  
Telephone: (702) 792-3773  
Facsimile: (702) 792-0992

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

3 IT IS SO STIPULATED.

4 DATED this \_\_\_\_\_ day of October, 2015.

5 LEWIS ROCA ROTHGERBERG, LLP

6 By: \_\_\_\_\_  
7 MARK G. KRUM (NV Bar 10913)

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

10 DATED this \_\_\_\_\_ day of October, 2015.

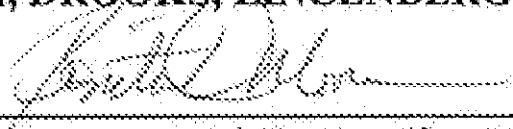
11 MAUPIN COX & LeGOY

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

15 *Attorneys for William Gould and Timothy  
16 Storey*

18 DATED this 7 day of October, 2015.

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

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

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

DATED this \_\_\_\_\_ day of October, 2015.

GREENBERG TRAUER, LLP

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

DATED this \_\_\_\_\_ day of October, 2015.

COHEN-JOHNSON, LLC

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

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

DATED this \_\_\_\_\_ day of October, 2015.

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

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

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

Page 11 of 13

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

PROPOSED STIPULATED CONFIDENTIALITY  
AND PROTECTIVE ORDER

LV 420546633v1

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

3 IT IS SO STIPULATED.

4 DATED this \_\_\_\_\_ day of October, 2015.

5 **LEWIS ROCA ROTHGERBERG, LLP**

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

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

DATED this \_\_\_\_\_ day of October, 2015.

**GREENBERG TRAURIG, LLP**

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

*Attorneys for Reading International, Inc.*

10 DATED this \_\_\_\_\_ day of October, 2015.

11 **MAUPIN COX & LeGOY**

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

15 *Attorneys for William Gould and Timothy Storey*

DATED this \_\_\_\_\_ day of October, 2015.

**COHEN-JOHNSON, LLC**

By: \_\_\_\_\_  
**H. STAN JOHNSON (NV Bar 00265)**  
**MICHAEL V. JOHNSON (NV Bar 13154)**

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

18 DATED this \_\_\_\_\_ day of October, 2015.

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

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

23 *Attorney for Defendants William Gould and Timothy Storey*

DATED this 7 day of October, 2015.

**QUINN EMANUEL URQUHART & SULLIVAN, LLP**

By: \_\_\_\_\_  
**CHRISTOPHER TAYBACK (Pro Hac Vice)**  
**MARSHALL M. SEARCY (Pro Hac Vice)**

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

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

2 **ROBERTSON & ASSOCIATES**

3  
4 By:   
5 ALEXANDER ROBERTSON, IV

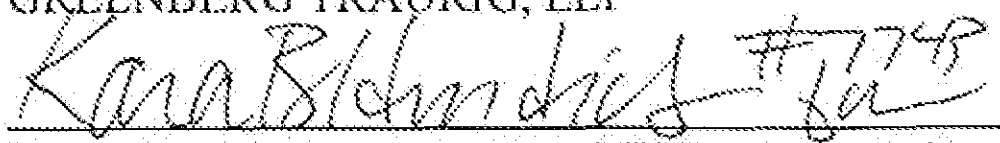
6 *Attorney for Intervenor Plaintiffs T2*  
7 PARTNERS MANAGEMENT, LP,  
8 T2 ACCREDITED FUND, LP,  
9 T2 QUALIFIED FUND, LP,  
10 TILSON OFFSHORE FUND, LTD.,  
11 T2 PARTNERS MANAGEMENT I, LLC,  
12 T2 PARTNERS MANAGEMENT GROUP,  
13 LLC, JMG CAPITAL MANAGEMENT, LLC,  
14 PACIFIC CAPITAL MANAGEMENT,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

13 **ORDER**

14 Upon stipulation of counsel and good cause appearing therefore,  
15 The above AGREEMENT AND STIPULATION IS SO ORDERED.  
16 DATED this 22<sup>nd</sup> day of October, 2015.

17   
18 DISTRICT COURT JUDGE

19 Submitted by:

20 GREENBERG TRAUERIG, LLP  
21   
22 MARK E. FERRARIO, ESQ. (NV Bar No. 1625)  
23 G. LANCE COBURN, ESQ. (NV Bar No. 6604)  
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