

EXHIBIT E
to Motion for Supplemental Relief on Proceedings Supplementary

United States Bankruptcy Court, Southern District of New York

Please select applicable Debtor (select only one Debtor per claim form):

Gawker Media, LLC (Case No. 16-11700)

Kinja, Kft. (Case No. 16-11718)

Gawker Media Group, Inc. (Case No. 16-11719)

Official Form 410

Proof of Claim

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Albert James Daulerio (born 1974)</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>A.J. Daulerio</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Marburger Law LLC, attn: David Marburger</u> <u>14650 Detroit Avenue, Suite 450</u> <u>Cleveland, OH 44107</u>	
	Contact phone <u>216 930 0500</u>	Contact phone _____
	Contact email <u>david@marburger-law.com</u>	Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 6,000,000.00 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Duty to defend and indemnify - see Supplement & Exhibits

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- No
 Yes. Check one:

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
 Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
 Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority:

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

- No
 Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Signature: Albert James Daulerio
Albert James Daulerio (Sep 29, 2016)

Email: david@marburger-law.com

Signature

Print the name of the person who is completing and signing this claim:

Name Albert James Daulerio (born 1974)
First name Middle name Last name

Title n/a

Company n/a
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address c/o Marburger Law LLC, 14650 Detroit Avenue, Suite 450
Number Street
Cleveland OH 44107
City State ZIP Code

Contact phone 216 930 0500 Email david@marburger-law.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

I have supporting documentation
(attach below)

I do not have supporting documentation.



PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
 - Fill in the caption at the top of the form.
 - If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
 - Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
 - Do not attach original documents because attachments may be destroyed after scanning.
 - If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
 - For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://cases.primeclerk.com/gawker>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Gawker Media, LLC Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, NY 10022

Do not file these instructions with your form

**United States Bankruptcy Court
Southern District of New York**

In re Gawker Media, LLC, <i>et al.</i> , Debtors.	((Chapter 11 ((Case No. 16-11700 (SMB) ((Jointly Administered) ((Supplement to A.J. Daulerio's proofs of (claim (((
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Background

1. This Supplement accompanies and is incorporated within each of the three separate proofs of claim that A.J. Daulerio is filing: one against debtor Gawker Media, LLC and one against each of two affiliated debtors, Gawker Media Group, Inc. and Kinja Kft in their Chapter 11 bankruptcy matters. The information in this Supplement and in the proof of claim form itself comes from various records and information assembled on Mr. Daulerio's behalf by his counsel, David Marburger, who prepared this Supplement for Mr. Daulerio.

A. The last four digits of the taxpayer identification number of Gawker Media LLC are 0492. Its mailing address is: c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd St., 33rd Floor, New York, NY 10020.

B. The last four digits of the taxpayer identification number of Gawker Media Group, Inc. are 3231. Its mailing address is the same as Gawker Media LLC's mailing address.

C. The last four digits of the taxpayer identification number of Kinja Kft are 5056. Its mailing address is the same as Gawker Media LLC's mailing address.

2. On June 10, 2016, debtor Gawker Media LLC filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York. Gawker Media LLC's bankruptcy is pending under Bankruptcy **Case No. 16-11700**.

3. On June 12, 2016, affiliated debtor Gawker Media Group, Inc. filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York. Affiliated debtor Gawker Media Group, Inc.'s bankruptcy is pending under Bankruptcy **Case No. 16-11719**.

4. Also on June 12, 2016, affiliated debtor Kinja Kft filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York. Affiliated debtor Kinja Kft's bankruptcy is pending under Bankruptcy **Case No. 16-11718**.

5. This proof of claim asserts an ongoing duty to provide a legal defense to claimant A.J. Daulerio in recent, continuing, and expected legal proceedings and litigation.

6. This proof of claim also asserts certain rights of Daulerio of indemnity against Gawker Media, LLC and/or the affiliated debtors.

**Judgment against claimant Daulerio and Gawker Media, LLC
in *Bollea v. Gawker Media, LLC, et al.***

7. Claimant A.J. Daulerio is one of three defendants named in a final judgment entered on June 8, 2016, in the civil suit of *Terry Bollea v. Gawker Media, LLC, et al.*, Circuit Ct of the Sixth Judicial Circuit for Pinellas County, Fla., Case No. 12-012447 CI-011.

8. In his suit, Bollea accused Daulerio of posting a video of Bollea on the website Gawker.com with the knowledge and authority of Gawker Media, LLC. Bollea claimed that posting the video invaded Bollea's privacy and committed other civil wrongs. At the time—October, 2012—Daulerio was Editor-in-Chief of Gawker.com.

9. Gawker Media, LLC, published Gawker.com and its content. In October, 2012, Gawker Media, LLC owned a subsidiary— Gawker Entertainment, LLC—which employed Daulerio and others to create the content shown on Gawker.com. A copy of Daulerio's employment contract with Gawker Entertainment, LLC accompanies this Supplement as **Exhibit 8**.

10. In December, 2012, Gawker Media, LLC restructured how it operated. It assumed the rights and liabilities of Gawker Entertainment, LLC and other subsidiaries. Gawker Media, LLC assumed Gawker Entertainment, LLC's employment relationships. One of those employment relationships was the employment of Daulerio. Gawker Media, LLC assumed the rights and duties expressed in Daulerio's employment contract with Gawker Entertainment, LLC. See Gawker Media LLC's verified responses to interrogatories, a copy of which accompanies this Supplement as **Exhibit 6**.

11. Daulerio left the employ of Gawker Media, LLC in January, 2013. Gawker Entertainment, LLC dissolved in February, 2013.

12. The final judgment of June 8, 2016, in the *Bollea* suit adjudges that Bollea shall recover jointly and severally the sum of \$115 million in compensatory damages at an annual interest rate of 4.78% from Daulerio, Gawker Media, LLC, and Nicholas Denton (founder and CEO of Gawker Media, LLC). It also adjudges that Bollea shall recover \$100,00 in punitive damages from Daulerio at the same interest rate. A copy of the judgment accompanies this Supplement as **Exhibit 2**.

13. Daulerio and the other two defendants have appealed that final judgment to the Florida Second District Court of Appeal, where that appeal is pending. Proceedings there are stayed because of Gawker Media, LLC's bankruptcy

proceedings in this Court. A copy of the notice of appeal accompanies this Supplement as **Exhibit 3**.

14. Holding Gawker Media, LLC liable for the acts of Daulerio means that the trial court in the Bollea case adjudged Daulerio's acts to have been within the scope of his employment.

Bollea's execution of the judgment against claimant Daulerio

15. Gawker Media, LLC's bankruptcy proceedings in this Court have effected an automatic stay of further proceedings in the Florida trial court in the *Bollea* case as to Gawker Media, LLC. One of the other three defendants, Nick Denton, also has petitioned for bankruptcy, resulting in the same kind of stay of proceedings against Denton.

16. Daulerio has not petitioned for relief in any bankruptcy court. The Florida trial court has not stayed proceedings in aid of Bollea executing the \$115.1 million judgment against Daulerio. Such proceedings have been and continue to be underway.

17. On August 17, 2016, the Florida trial court issued an order finding that Daulerio possessed certain property or assets which may be used to satisfy all or part of the final judgment. The court decided that Daulerio owned legal rights "arising from a policy and practice" of Gawker Media, LLC and its parent, affiliated debtor

Gawker Media Group, Inc., under which "the companies agreed to defend against and pay all of the Final Judgment entered against Mr. Daulerio." A copy of that order accompanies this Supplement as **Exhibit 4**. See paragraph 7d of the order.

18. The same order of August 17, 2016, "hereby transferred and assigned to Mr. Bollea" the rights of Daulerio to have Gawker Media, LLC and Gawker Media Group, Inc. "pay part or all of the Final Judgment." It added: "Mr. Bollea is hereby deemed to be the owner of the rights, with full power and authority to seek to enforce said rights" against Gawker Media, LLC and Gawker Media Group, Inc., subject to the bankruptcy stay. The order also added that "any payments" received by enforcing the transferred rights "shall be applied toward satisfaction of the Final Judgment."

19. Daulerio has appealed the order of August 17, 2016, to the Florida Second District Court of Appeal. His appeal remains pending. A copy of his notice of appeal accompanies this Supplement as **Exhibit 5**.

20. Toward satisfying the judgment, Bollea has served a writ of garnishment approved by the Florida trial court upon Chase Bank covering all of the money in Daulerio's personal bank account (about \$1,500).

21. As Daulerio acquires assets in the future, he expects Bollea to undertake further proceedings to seize those assets toward satisfaction of the \$115.1 million

judgment. That may require Daulerio to engage counsel licensed to practice law in California who has experience with creditors' and debtors' rights under California law.

22. Since the *Bollea* suit's inception through the filing of Gawker Media LLC's bankruptcy petition, Gawker Media, LLC and/or one of the affiliated debtors supplied Daulerio with a defense by paying for the services of the law firm Levine Sullivan Koch & Schulz LLP and the law firm of Thomas & LoCicero to represent Daulerio.

23. Since the filing of Gawker Media, LLC's bankruptcy petition, the Levine Sullivan firm and the Thomas firm have provided legal services for Daulerio. The fees for the services performed by the Levine Sullivan firm between the time of filing the bankruptcy petition through late September, 2016, are about \$190,000. See letter from Levine Sullivan firm dated September 28, 2016, a copy of which accompanies this Supplement as **Exhibit 1**.

24. Daulerio expects the Levine Sullivan and Thomas law firms to continue to render services to defend him in the *Bollea* litigation after September, 2016, such as by continuing him and the other two defendants in their appeals of the final judgment. Daulerio does not know yet the amount of the fees that would be incurred for those future services by those firms.

25. Because a conflict of interest prevents the Levine Sullivan and Thomas firms from counseling Daulerio about whatever rights he has against Gawker Media, LLC and the affiliated debtors for indemnity and a continued defense—and in asserting any such rights on Daulerio's behalf—those firms have not provided those kinds legal services to Daulerio.

26. So in September, 2016, Daulerio retained the law firm of Marburger Law LLC to provide legal services to him arising from the *Bollea* litigation that the other firms cannot provide, and to provide legal services to him arising from the *Bollea* litigation where it seems prudent for Daulerio to have Marburger Law LLC providing services only for him instead of the same counsel simultaneously representing him, Gawker Media, LLC and the affiliated debtors. The fees for the services of Marburger Law LLC will be about \$20,000 for the month of September, 2016. See letter from Marburger Law LLC, dated September 29, 2016, a copy of which accompanies this Supplement as **Exhibit 9**.

27. Services from Marburger Law LLC will continue after September, 2016, in defending Daulerio in matters arising from the *Bollea* suit. Daulerio does not know yet the amount of the fees that he will incur from Marburger Law LLC for those future services. Those services will include at least prosecuting Daulerio's appeal of the trial court's order of August 17, 2016, transferring his indemnity rights and other property

to Bollea (**Exhibit 8**) and representing Daulerio at a hearing before the trial court in the *Bollea* suit set for late October, 2016.

What Daulerio seeks in this proof of claim

28. **Duty to defend.** Daulerio asserts that the debtor Gawker Media, LLC and/or the affiliated debtors owe to him a continuing duty to provide all of the following, beginning on June 10, 2016, and continuing into the future:

- legal services and related expenses in defending Daulerio in the *Bollea* suit through all stages of the litigation in all courts, arbitrations, mediations, agencies, and other tribunals;
- legal services and related expenses in defending proceedings before any court, tribunal, arbiter, mediator, official, or agency that arise from Bollea's attempts to satisfy the trial court's judgment of June 8, 2016; or to satisfy a judgment rendered on any new trial or remittitur; or to satisfy any other judgment or order entered in the *Bollea* suit against Daulerio;
- legal services and related expenses in asserting and defending Daulerio's proofs of claim before this Court against debtor Gawker Media, LLC and the affiliated debtors Gawker Media Group, Inc. and Kinja Kft;
- legal services and related expenses in settling, or in attempts to settle, Daulerio's duty to satisfy any judgment, order, claim, demand, decision, or award against Daulerio arising out of the *Bollea* litigation;

- all other legal services and related expenses necessary or beneficial to protect Daulerio's legal interests as affected or potentially affected by the *Bollea* litigation and by any and every claim, demand, and proceeding arising from that litigation;
- payment to the Levine Sullivan and Thomas law firms for services rendered in representing Daulerio in the *Bollea* suit since June 10, 2016, and related expenses;
- payment to Marburger Law LLC for services rendered in preparing this proof of claim and for all other services rendered in representing Daulerio in matters arising from the *Bollea* litigation, and related expenses.

29. **Duty to indemnify re Bollea judgment.** This proof of claim seeks from debtor Gawker Media, LLC and/or the affiliated debtors the full amount of all money seized by Bollea toward satisfying the Florida trial court's June 8, 2016, judgment (**Exhibit 2**) and the full value of all other property of Daulerio seized by or on behalf of Bollea as of September 29, 2016, and in the future toward satisfying the judgment *plus* all associated costs and expenses paid by or demanded from Daulerio, the total amount of which is not known yet. Among such property is the value of Daulerio's shares in affiliated debtor Gawker Media Group, Inc., which Daulerio transferred to Bollea under the trial court's order of August 17, 2016 (**Exhibit 4**) and all amounts seized by Bollea from Daulerio's bank account or seized by Bollea by writ of garnishment or attachment (or some functionally equivalent instrument of the law) of

compensation earned by Daulerio as an employee or independent contractor. The total value and amount of such money and property is not known yet.

30. **Duty to indemnify re future orders, judgments.** This proof of claim also seeks from debtor Gawker Media, LLC and/or the affiliated debtors the full amount that Daulerio pays, or that a court orders him to pay, or that any person demands from him to pay to satisfy any and every future order or judgment, if any, entered against him by any court in the *Bollea* litigation, or to satisfy any and every future order, judgment, decision, or award against Daulerio imposed by any other court, tribunal, arbiter, official, or agency in any proceeding arising from the *Bollea* litigation. This includes associated costs and expenses incurred by Daulerio. The total amount is not known yet.

31. **Duty to indemnify re future settlements.** This proof of claim also seeks from debtor Gawker Media, LLC and/or the affiliated debtors the full value and amount of all money or other property that Daulerio pays or transfers to settle his duty to satisfy any and every judgment, order, claim, demand, decision, litigation, or award against him arising in and arising from the *Bollea* litigation. This includes the full value and amount of all money or other property that Daulerio has not paid or transferred, but is obligated to pay or transfer, to settle such a duty—to the extent that the person to which he is obligated (or that person's assignee) makes a demand

for the payment or transfer. The total amount or value of such payment or transfer is not known yet.

32. **Amount of claim listed on Form 410.** The amount of Daulerio's claim listed on Form 410, line 7 is \$6 million. The \$6 million amount is an estimate only, based on legal fees incurred as of September, 2016, potential future legal fees, amounts and value of Daulerio's property seized by (and transferred to) Bollea as of September 29, 2016, and potential future seizures by or on behalf of Bollea.

The sources of the obligation to defend and indemnify Daulerio

33. The sources of Gawker Media LLC's and/or the affiliated debtors' duty to defend Daulerio and to indemnify him arise from *at least* each of three independent sources:

- i. his employment contract with Gawker Entertainment, LLC (**Exhibit 8**), which Gawker Media, LLC and/or the affiliated debtors Gawker Media Group, Inc. and Kinja Kft assumed;
- ii. the general company practice and policy of Gawker Media, LLC and/or the affiliated debtors Gawker Media Group, Inc. and Kinja Kft (see declaration of William Holden, chief restructuring officer ¶s 19, 24, a copy of which accompanies this Supplement as **Exhibit 7**), and Gawker Media, LLC's established course of providing a defense to Daulerio since the inception of the *Bollea* suit;
- iii. the law of the State of New York.

Daulerio's reservations of rights

34. Daulerio reserves the right to amend and further supplement his proof of claim against debtor Gawker Media, LLC and/or the affiliated debtors Gawker Media Group, Inc. and Kinja Kft.

35. Daulerio reserves the right to file additional proofs of claim for additional claims or for higher priorities and to use any setoff rights that he may have against additional claims.

36. Daulerio further reserves all rights accruing to him.

37. The filing of this Proof of Claim is not intended to be, and shall not be, construed as any of the following: (1) an election of remedy; (2) a waiver of any past, present, or future defaults or events of default; (3) a waiver or limitation of any of his rights; (4) a waiver of any theories of recovery; (5) a waiver as to any other claims; (6) an admission that any or all of the claims in his proofs of claim are not entitled to be treated as expenses of administration; (7) a consent to the determination of the debtor's or affiliated debtors' liabilities to Daulerio by this Bankruptcy Court or by any other court; (8) a consent to the jurisdiction or venue of this Bankruptcy Court or any other court.

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