

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is entered into by, between, and among Scott Blanks, California Council Of The Blind, Leah Gardner, LightHouse for the Blind and Visually Impaired, Charles Nabarrete, Robert Schulenburg, and Empish Thomas ("Plaintiffs"), and AMC Entertainment Holdings, Inc. ("AMC"), with reference to the recitals and provisions set forth below. Plaintiffs and AMC shall each be referred to as a "Party" and shall jointly be referred to as "Parties."

WHEREAS, Plaintiffs, represented by Disability Rights Advocates and Rosen Bien Galvan & Grunfeld LLP (collectively, "Plaintiffs' Counsel"), filed a lawsuit styled *Blanks, et al. v. AMC Entertainment Inc., et al.*, Case No. 4:16-cv-00765-YGR, in The United States District Court for the Northern District of California, San Francisco Division on February 16, 2016 (the "Lawsuit").

WHEREAS, Plaintiffs alleged in the Lawsuit that AMC's conduct violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

WHEREAS, AMC denies and continues to deny the claims in the lawsuit, the allegations in the lawsuit, and that Plaintiffs are entitled to any remedies under the law.

WHEREAS, the Parties now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations in the Lawsuit, believing settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of any liability, fact, claim or defense, on the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below.

- a. "Accessible" refers to digital content that substantially complies with the success criteria of the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA. Should Congress, the Department of Justice, the United States Circuit Courts, or United States Supreme Court issue a ruling or final regulations (as applicable) adopting a new legal standard for website accessibility, then AMC can, in its discretion, meet any obligation in this Agreement using the term Accessible by complying with the new legal standard.
- b. "AMC" means and refers to AMC Entertainment Holdings, Inc., its subsidiary entities nationwide, and each of their employees.
- c. "Descriptive Narration Equipment" means and refers to the Fidelio Wireless Audio System and/or any other hardware and software designed to provide

Descriptive Narration services that AMC uses to provide Descriptive Narration Services at AMC theaters.

- d. "Effective Date" refers to the date on which all Parties have executed this agreement.
- e. "Film" means and refers to both movies and other featured content that AMC exhibits at AMC theaters, including but not limited to opera, theater, and sports performances.
- f. "First-run Theater" means and refers to AMC theaters that exhibit recently released Films, generally before Sub-run Theaters exhibit such Films.
- g. "Ingest," with respect to content that AMC exhibits at its theaters, means and refers to the process by which a Film or other video content is downloaded and prepared for exhibition at an AMC theater.
- h. "Local Theatre Manager" means and refers to the positions of general manager, senior manager, manager, at AMC theaters.
- i. "Pre-show Interstitial" means and refers to the AMC-created, AMC-branded audiovisual content that AMC exhibits in theater auditoriums , generally prior to movie trailers and the feature Film presentation.
- j. "Sub-run Theater" means and refers to AMC theaters that show Films during a second run for reduced prices, generally after Films are no longer exhibited at First-run Theaters.

## **2. AMC's Obligations**

### **2.1 Descriptive Narration Technology – Providing Descriptive Narration Equipment.**

AMC has equipped all of its digital auditoriums in the United States with equipment to exhibit descriptive narration-equipped movies, except auditoriums in which movies are exhibited using IMAX or other proprietary, specialty large-format screens for which Descriptive Narration Equipment, technology, or installation is not yet available. AMC asserts that AMC has preexisting plans to, and AMC will, provide Descriptive Narration Equipment in auditoriums with these specialty large-format screens when they can support descriptive narration technology.

AMC provides, and will continue to provide, descriptive narration for the descriptive narration-equipped movies it exhibits. It is AMC's position that AMC has preexisting plans to provide a minimum of fifteen descriptive narration receivers at each existing theater equipped with descriptive narration, and a minimum of thirty-five receivers at each new theater. For the term of the settlement, AMC will provide a minimum of fifteen descriptive narration receivers at each existing theater equipped with descriptive narration, and a minimum of thirty-five receivers at each new theater. If demand for audio description services exceeds supply of audio description receivers in a particular theatre, AMC asserts that it currently makes reasonable adjustments that it deems sufficient to meet local market needs in that particular theatre. For the term of the settlement, if demand for audio description services exceeds supply of audio

description receivers in a particular theatre, AMC will make reasonable adjustments sufficient to meet local market needs in that particular theatre.

AMC will make reasonable and diligent efforts to maintain Descriptive Narration Equipment so that it is operable when movies equipped with descriptive narration are exhibited for all patrons. AMC will repair or replace malfunctioning Descriptive Narration Equipment within reasonable periods of time and with the same urgency as it would if an entire house or projector was down. What constitutes a reasonable period of time will necessarily depend on the circumstances.

## **2.2 Descriptive Narration– Exhibiting Descriptive Narration-Equipped Content.**

AMC represents that AMC presently exhibits Pre-show Interstitials with audio description. For the term of the settlement, AMC will exhibit descriptive narration-equipped AMC-branded Pre-show Interstitials prior to trailers and pre-feature exhibitions in all auditoriums capable of showing audio-described content. AMC agrees to fairly consider any comments and requested revisions by Plaintiffs' Counsel to the audio description of Pre-show Interstitials during the term of this Agreement.

AMC exhibits pre-show trailers for movies and, at times, for opera, theatre, and sports performances, provided to it by the movie studios and other third-party content creators. It is AMC's position that AMC has preexisting plans to exhibit trailers equipped with descriptive narration when they are provided by third-party providers. For the term of the settlement, AMC will exhibit trailers equipped with descriptive narration when they are provided by third-party providers in all auditoriums capable of showing audio-described content.

AMC exhibits, and will continue to exhibit, descriptive narration-equipped movies provided to it by the movie studios. It is AMC's position that AMC currently exhibits other descriptive narration-equipped content provided to AMC by third-party creators (for example, opera, theater, and sports performances). For the term of the settlement, AMC will exhibit other descriptive narration-equipped content provided to AMC by third-party creators (for example, opera, theater, and sports performances) in all auditoriums capable of showing audio-described content.

AMC will make private inquiries, using form and content within its discretion, to certain movie studios that do not provide movie trailers with descriptive narration to inform them that customers are interested in descriptive narration and ask if and when the movie studios may decide to provide descriptive narration for the movie trailers they create and provide to AMC.

Nothing in this section obligates AMC to exhibit a particular trailer, movie, or other content provided to AMC. Nothing in this section obligates AMC to equip a particular trailer, movie, or other content provided to AMC with descriptive narration, although AMC equips with descriptive narration the AMC-branded Pre-show Interstitials exhibited prior to trailers and feature presentation, and will continue to do so.

## **2.3 Descriptive Narration – Publicity and Information.**

It is AMC's position that AMC currently makes commercially reasonable efforts to advertise the availability of movies equipped with descriptive narration. For the term of the settlement, AMC will make commercially reasonable efforts to advertise the availability of

movies equipped with descriptive narration by (i) posting on its website and in its mobile apps information in an Accessible format stating (or indicating, to the extent the universal symbol of audio description is provided) that descriptive narration / audio description equipment is available at each theatre and information indicating the movies for which descriptive narration is available, (ii) providing information indicating the movies for which descriptive narration is available at its movie theatre box offices that have digital signage permitting it to do so, and (iii) providing information indicating the movies for which descriptive narration is available to third-party websites and other movie listing information providers, provided, however, AMC shall not be required to make payments to such third-party sites to display the information, and acknowledging that AMC has no control over third-party use and display of the information.

AMC will update theatre-specific information on AMC's website and mobile app when AMC determines that descriptive narration is unavailable because of theater-wide malfunction, auditorium-wide malfunction, or for a particular movie (for example, if AMC believed the movie was equipped with descriptive narration but it was not), and the malfunction or issue is not anticipated to be remediated immediately for following movie exhibitions. These updates will include the removal of descriptive narration words or icons next to movie show times. AMC will do the same with respect to theaters that have digital signage indicating movies for which descriptive narration is available. Nothing in this paragraph obligates AMC to update AMC's website, mobile apps, or digital signage due to a Descriptive Narration Equipment malfunction that local theater management believes to be temporary and capable of prompt remediation, or that affects only single users (such as a defective descriptive narration receiver).

AMC asserts that it has preexisting plans to improve the accessibility of AMC's website and mobile app for the benefit of its patrons, including patrons with disabilities. AMC will make Accessible to blind and low-vision patrons (i) webpages containing information regarding descriptive narration services, equipment, and availability, (ii) webpages containing "Contact Us" links, (iii) webpages containing guest descriptive narration guidelines (discussed in paragraph 1.4 below), and (iv) webpages through which patrons must navigate from the AMC website's home page to reach the pages covered by items (i), (ii), and (iii). These plans presently include retaining consultants to advise AMC on undertakings to have AMC's website substantially comply with the Web Content Accessibility Guidelines 2.0 AA ("WCAG 2.0 AA").

AMC maintains, and will continue to maintain, working telephone numbers for its theatres so that customers who wish to call the theatre for any reason, including to ask a theatre employee questions about the availability of descriptive narration, may do so. AMC notes, however, that depending on the circumstances of when patrons call and what is happening at the movie theatre, there may be times when a theatre employee does not immediately answer the telephone. AMC does not presently provide individual movie show time information in a recorded message for any theatre, but if it does during the term of this Agreement, it will indicate on the recorded message which movie showings include descriptive narration.

#### **2.4 Descriptive Narration – Training.**

AMC will train all movie theatre employees on the availability of digital Descriptive Narration Equipment. AMC will train certain movie theatre employees who interact with patrons on (i) how to determine what movies are equipped with descriptive narration; (ii) how to use and operate the Descriptive Narration Equipment; and (iii) how to effectively communicate with blind and visually-impaired patrons about their Audio Description Equipment.

AMC developed, among other materials, an Assistive Moviegoing Module, an Assistive

Moviegoing Crew Card, an Assistive Moviegoing Job Aid, and an Assistive Moviegoing Troubleshooting Job Aid. AMC asserts that it currently uses these materials to train certain movie theatre employees, and for the term of the settlement, AMC will train certain movie theater employees regarding audio description services using these materials. AMC will require that all associates from the Supervisor level and above receive mandatory training on these materials. AMC local theatre general managers will determine, in their discretion, whether additional theater employees will receive training on these materials. Plaintiffs and AMC have reviewed these materials and agreed upon revised content of these materials. Copies of the Assistive Moviegoing Crew Card, the Assistive Moviegoing Job Aid, and the Assistive Moviegoing Troubleshooting Job Aid are attached hereto as **Exhibit A**, and will be published and distributed within a reasonable period of time following full execution of this Agreement. AMC agrees to provide Plaintiffs' Counsel with notice of and opportunity to comment on future changes, if any, to these materials during the term of this Agreement, and will fairly consider any comments and requested revisions.

AMC developed, among other materials, guidelines for local theatre general managers to use to determine the scope of assistive moviegoing training appropriate for employees of theatres of varying sizes and configurations. The guidelines include discussions of circumstances that include, without limitation, theatre size, staff size, staff turnover, and level of guest demand for assistive moviegoing, and require that one staff member who has undergone Assistive Moviegoing training be available on short notice to assist with providing functioning Descriptive Narration Equipment to patrons who request descriptive narration at all times the theater is open. AMC will distribute these guidelines to all local theatre general managers. Plaintiffs and AMC have reviewed these guidelines and agreed upon the content of these guidelines. A copy of the guidelines is attached hereto as **Exhibit B**, and will be published and distributed within a reasonable period of time following full execution of this Agreement. AMC agrees to provide Plaintiffs' Counsel with notice of and opportunity to comment on future changes, if any, to these guidelines during the term of this Agreement, and will fairly consider any comments and requested revisions.

AMC developed guidelines for movie theatre employees to review and use (i) to improve responses to patrons asking for assistive moviegoing systems, and (ii) to improve communications with blind and low-vision patrons. The guidelines include, among other things, instructions that employees who have not received assistive moviegoing training should promptly summon a staff member who has received the training, and that patrons should not have to wait an unreasonable period of time for a trained associate to respond to a request for an assistive moviegoing device. AMC will distribute these guidelines to all Local Theatre Managers and staff. Plaintiffs and AMC have reviewed these guidelines and agreed upon the content of these guidelines. A copy of the guidelines is attached hereto as **Exhibit C**, and will be published and distributed within a reasonable period of time following full execution of this Agreement. AMC agrees to provide Plaintiffs' Counsel with notice of and opportunity to comment on future changes, if any, to these guidelines during the term of this Agreement, and will fairly consider any comments and requested revisions.

AMC will post step-by-step guidelines that instruct AMC movie theatre employees on setting up and configuring Descriptive Narration Equipment for customer use and that lists AMC's technical support line telephone number. A copy of the guidelines is attached hereto as **Exhibit D**, and will be published and distributed within a reasonable period of time following full execution of this Agreement. AMC agrees to provide Plaintiffs' Counsel with notice of and opportunity to comment on future changes, if any, to these guidelines during the term of this Agreement, and will fairly consider any comments and requested revisions.

AMC will make available at AMC theaters within a reasonable period of time following full execution of this Agreement and post on AMC's website guest descriptive narration guidelines that include descriptions of Descriptive Narration Equipment and an explanation of how descriptive narration receivers are configured for use. A copy of the guidelines is attached hereto as **Exhibit E**. AMC agrees to provide Plaintiffs' Counsel with notice of and opportunity to comment on future changes, if any, to these guidelines during the term of this Agreement, and will fairly consider any comments and requested revisions. AMC will post these guidelines on its website. AMC will affix labels on all of its descriptive narration receivers within a reasonable period of time following full execution of this Agreement that include the website address for these guidelines and a Quick Response Code ("QR code") that will launch these guidelines when scanned with a QR code software reading program.

## **2.5 Descriptive Narration – Maintaining and Testing.**

AMC will, on a weekly basis, task Local Theatre Managers with the responsibility of taking all active descriptive narration receivers out of the active charging station(s), turn them on, and check the receivers for battery status and function. If a receiver is malfunctioning for a reason other than low battery power, it will not be kept in the charging station – it will be repaired or replaced.

It is AMC's position that AMC staff currently check the functionality of descriptive narration receivers when local movie theatre staff receives, downloads, and "Ingests" a new movie. During the term of the settlement, AMC staff will check the functionality of Descriptive Narration Equipment when local movie theatre staff receives, downloads, and "Ingests" a new movie. During each check at ingestion, AMC will confirm that receivers function, that the audio description track plays on the correct channel, and that wireless transmission works throughout the auditorium.

It is AMC's position that AMC staff currently check the functionality of descriptive narration receivers when they are given to patrons. For the term of the settlement, AMC will require that AMC staff check the functionality of descriptive narration receivers when they are given to patrons. AMC will require local theatre general managers to require the check to include, without limitation, (i) battery status, and (ii) an offer by an AMC employee to either accompany the patron to the auditorium at an appropriate time when descriptive narration content is available, or to check on the patron at an appropriate place and time when descriptive narration content is available.

AMC asserts that it currently provides a technical support line available during all hours when AMC theatres are open that AMC movie theatre employees can use to call, among other reasons, for questions about and assistance with configuring and troubleshooting Descriptive Narration Equipment. For the term of the settlement, AMC will provide a technical support line available during all hours when AMC theatres are open that AMC movie theatre employees can use to call, among other reasons, for questions about and assistance with configuring and troubleshooting Descriptive Narration Equipment.

## **2.6 Complaints and Complaint Avenues.**

If any patron with a vision impairment and his or her companion purchases a ticket, attends a movie, and seeks to use descriptive equipment but cannot because the Descriptive Narration Equipment was not made available (either due to insufficient devices to meet demand,

equipment failure of the devices, or programming or other service failure), or because AMC provided incorrect descriptive narration information about the movie, AMC will provide a refund and an admission pass to the patrons. Patrons may also present complaints to the General Manager of the theatre, who has discretion to make additional remediations.

In addition, as discussed in paragraph 1.3 above, AMC maintains, and will continue to maintain, a working telephone number for its theatres so that customers who wish to call the theatre for any reason, including to make a complaint about descriptive narration, may do so.

In addition, AMC maintains, and will continue to maintain, a web-based Accessible “Contact Us” link on its website so that customers who wish to contact AMC for any reason, including to make a complaint about descriptive narration, may do so. AMC will designate a point person within its organization to serve as an “ADA coordinator” or other suitable title of its choosing. This person will receive any complaints from the online system concerning descriptive narration and will have the authority to resolve the complaints.

## **2.7 Monitoring**

For the term of the Agreement, on a quarterly basis commencing on [date], AMC will (i) perform searches for complaints AMC received through the “Contact Us” website link on AMC’s website using agreed-upon search terms (attached as **Exhibit F**) and (ii) report to Plaintiffs’ Counsel the number and content of complaints that result from those searches.

By April 1, 2017, or two weeks following full execution of this Agreement, AMC will deliver 100 free movie passes, and by April 1, 2018, AMC will deliver another 100 free movie passes, (thus a total of 200 movie passes) to Plaintiffs’ Counsel for Plaintiff LightHouse for the Blind and Visually Impaired. Plaintiffs represent that the Plaintiff LightHouse for the Blind and Visually Impaired will use these passes for the purpose of testing Descriptive Narration Equipment at AMC theaters.

## **2.8 Dispute Resolution.**

If any disputes arise as to compliance with this Agreement, the Parties agree to resolve the dispute via the following three steps:

Step One – Notice: Plaintiffs’ Counsel will send a letter to counsel for AMC concerning any dispute, and the parties will meet and confer in a good faith effort to resolve any dispute.

Step Two – Mediation: In the event the Parties are unable to resolve their dispute through meet and confer negotiations within twenty-one (21) days of receipt of the letter raising the dispute, the dispute shall be submitted to mediation with either (i) mediator Tamara Lange, ADR Attorney & Mediator, U.S. District Court for the Northern District of California, or (ii) another mutually agreeable mediator, to try to reach agreement. If the Parties cannot agree on a mediator and schedule mediation within 30 days (or a longer number of days mutually agreed in writing) after completing the step one meet and confer process, then the Parties shall request that the U.S. District Court for the Northern District of California assign a mediator.

Step Three – Resolution by District Court: In the event that the Parties are unable to resolve a dispute through Step Two, they shall submit the dispute for binding resolution by the Federal District Court for the Northern District of California under the Court’s continuing jurisdiction over this case. The Parties agree that Judge Yvonne Gonzalez Rogers shall

continue to have jurisdiction to fully resolve any such dispute. If Judge Gonzalez Rogers becomes unavailable, the Parties agree to accept the jurisdiction of any other Judge assigned by the Federal District Court for continuing jurisdiction purposes. The parties may seek to recover reasonable fees and costs in connection with proceedings under this Step Three according to the standard set forth in *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978) or then applicable law.

The parties agree to request that the Court retain jurisdiction to enforce the settlement.

## **2.9 Monetary Terms of Settlement.**

AMC agrees to pay Plaintiffs and Plaintiffs' Counsel attorneys' fees, costs, and expenses and a sum to Plaintiff LightHouse for the Blind and Visually Impaired. The amount of the payments and the timeline for remitting payments are provided for in the separate, confidential rider titled "Confidential Agreement on Monetary Settlement Terms," executed contemporaneously with this Agreement. The payments made by AMC pursuant to the Confidential Agreement on Monetary Settlement Terms shall constitute full satisfaction of any claims by Plaintiffs and/or Plaintiffs' Counsel for attorneys' fees, costs, and/or expenses arising out of or associated with this matter and/or this Agreement (including, but not limited to, attorney's fees and expert witness fees / expenses).

Plaintiffs' Counsel will provide the tax identification information to AMC that is necessary for AMC to make these payments. AMC will issue appropriate 1099 Internal Revenue Service ("IRS") forms to Plaintiffs' Counsel and LightHouse for the Blind and Visually Impaired for the payments. Plaintiffs' Counsel acknowledges and agrees that it is solely and entirely responsible for the payment and discharge of any additional federal, state, and local taxes, if any, that may, at any time, be found to be due upon or as a result of the payment for attorneys' fees and costs by AMC hereunder. LightHouse for the Blind and Visually Impaired acknowledges and agrees that it is solely and entirely responsible for the payment and discharge of any additional federal, state, and local taxes, if any, that may, at any time, be found to be due upon or as a result of the payment for monitoring by AMC hereunder.

Except as expressly provided for above, and in section 2.8 above, each Party shall bear its own attorneys' fees, costs, and expenses incurred in relation to this Agreement and the Released Claims.

## **2.10 Release of Claims by Plaintiffs.**

Plaintiffs release AMC and its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns thereof, and any individual or entity which could be jointly liable with AMC (the "Released Parties") from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, that were or could have been brought either before an administrative agency or in a civil lawsuit in either state or federal court alleging that persons with vision impairments were subjected to discrimination or accessibility violations due to the alleged failure of AMC to provide or maintain Descriptive Narration Equipment when exhibiting movies in AMC's theatres. The release of claims applies from the execution of this Agreement through the term of this Agreement provided in paragraph 1.14. The released claims include, without limitation, all claims that were asserted or could have been asserted in or that are in any way connected to the subject matter of the lawsuit styled *Blanks, et al. v. AMC Entertainment Inc., et al.*, No. 3:16-cv-00765-DEL,

filed in the United States District Court for the Northern District of California, including claims for damages, costs, attorneys' fees, expert fees, and expenses incurred or to be incurred by Plaintiffs in connection with the subject matter hereof.

#### **2.11 Waiver of California Civil Code Section 1542.**

Plaintiffs expressly waive any rights conferred upon them by California Civil Code section 1542, and expressly consent that this Agreement shall be given full force and effect according to all of its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Notwithstanding the provisions of Section 1542, Plaintiffs expressly acknowledge and agree that the releases set forth in 2.10 are intended to include and do include in its effect, without limitation, all such claims which Plaintiffs do not know or suspect to exist at the time of the execution of this Agreement, and that this Agreement contemplates the extinguishment of those claims.

#### **2.12 Dismissal of the Lawsuit**

Plaintiffs will dismiss with prejudice the lawsuit styled *Blanks, et al. v. American Entertainment Holdings, Inc., et al.*, Case No. 3:16-CV-765-DEL, in The United States District Court for the Northern District of California. Plaintiffs hereby affirm that they have authorized Plaintiffs' counsel to execute and cause a request for dismissal with prejudice to be filed.

#### **2.13 Press Release and Attorneys' Fees Confidentiality.**

The Parties agree to meet and confer in good faith about issuing a joint press release. Should agreement not be reached, the Parties agree that they may issue separate press releases, so long as each party provides a copy of its press release to the other party at least 24 hours before its release. If separate press releases are issued, the parties may suggest changes and each party will consider the other party's suggestions in good faith.

The Parties agree that both the fact and the amount of attorneys' fees paid to Plaintiffs and Plaintiffs' Counsel, including any amount that Plaintiffs and Plaintiffs' Counsel may allocate in part for attorneys' fees and costs and in part for monitoring by Plaintiff LightHouse for the Blind and Visually Impaired, is confidential and will not be disclosed in any press release, disclosure, or posting to any third party.

#### **2.14 Term of Agreement.**

This Agreement shall have a term that expires two years after the Effective Date.

### **3. Additional Terms.**

### **3.1 Acquired Theatres.**

As to any theatre acquired by AMC after the date this Agreement is executed, AMC shall comply with the terms of this Agreement as to such theatres within one hundred eighty (180) days after (i) the date of acquisition for existing Digital Auditoriums at such theatre or (ii) the date that such theatre is converted from a 35 mm platform to a digital projection system. AMC shall not be required to comply with the terms of this Agreement at any acquired theatre it is required to divest pursuant to orders from state or federal agencies even though it may operate such theatre for an interim period pending divestiture.

### **3.2 Sub-Run Theatres.**

As to any non-digital Sub-run Theatre (including discount, non-First-Run, or "dollar" theatres), whether operational or acquired by AMC after the date this Agreement is executed, AMC shall not be required to equip these theatres with descriptive narration technology. If AMC acquires or converts auditoriums within sub-run complexes to digital auditoriums, then AMC shall implement Descriptive Narration Equipment in such auditoriums in accordance with the terms of this Agreement.

### **3.3 Control Over Descriptive Narration-Enabled Content.**

Plaintiffs acknowledge that movie theatre operators, including AMC, do not control which motion pictures, trailers, pre-show content, and other on-screen content provided by third parties are described or otherwise enabled for description narration. AMC makes no representations concerning the present or anticipated availability of motion pictures, trailers, pre-show content, and other on-screen content with description but, as provided in paragraph 1.2 above, AMC will exhibit descriptive narration-equipped AMC-branded Pre-show Interstitials prior to pre-movie trailers and movie exhibitions.

### **3.4 Governing Law.**

This Agreement shall be governed in all respects by the law of the State of California.

### **3.5 Amendment or Modification.**

This Agreement may be modified only by means of a written agreement, signed by all parties hereto.

### **3.6 Entire Agreement.**

This Agreement and the separate Confidential Agreement on Monetary Settlement contain the entire understanding and agreement between the Parties regarding the matters set forth in it. No representations, warranties, or promises have been made or relied upon by any party hereto, other than those contained herein. This Agreement and the separate Confidential Agreement on Monetary Settlement supersede any and all other prior agreements or drafts, either written or oral, between the parties with respect to the subject matter hereof.

### **3.7 Severability**

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (i)

the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

### **3.8 Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which may be executed and delivered via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document and each of which shall be effective and binding on the Parties as of the Effective Date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.

### **3.9 Advice of Counsel.**

The parties hereto represent that they have read this Agreement in its entirety and are satisfied that they understand and agree to all its provisions, and represent that they have freely signed this Agreement without coercion.

### **3.10 Power and Authority to Execute.**

Each of the parties hereto represent that they have the power and the authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing this Agreement on each party's behalf has been authorized to sign on behalf of the respective party and to bind each to the terms of this Agreement.

### **3.11 No Admission of Liability.**

The parties to this Agreement understand and agree that nothing in this Agreement shall be construed as an admission of liability, and that all allegations of liability are expressly denied.

### **3.12 No Assignment or Transfer of Claims.**

Plaintiffs represent and warrant that: (i) each owns the Released Claims; (ii) no other person or entity has any interest in the Released Claims; (iii) each has not sold, assigned, conveyed or otherwise transferred any Released Claim or demand against AMC, or any Released Claim or demand against any of the other Released Parties; and (iv) each has the sole and exclusive right to settle and release such Released Claims. Plaintiffs represent and warrant that to the best of his or her or its knowledge, information and belief, each has no actual or potential claims against AMC and/or the Released Parties that are not included in the Released Claims.

### **3.13 Construction**

This Agreement is deemed to have been drafted by all Parties hereto, as a result of

arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one party than another. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural.

### **3.14 Notices.**

Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by registered mail or courier to the addresses below or to such other addresses as may be specified in writing by any party to the other party.

If to Plaintiffs:

Rebecca Williford  
Disability Rights Advocates  
2001 Center Street, Fourth Floor  
Berkeley, CA 94704

Ernest Galvan  
Rosen Bien Galvan & Grunfeld LLP  
50 Fremont Street, 19<sup>th</sup> Floor  
San Francisco, CA 94105

If to AMC:

M. Brett Burns  
Hunton & Williams LLP  
575 Market St., Ste. 3700  
San Francisco, CA 94105

### **3.15 Third-Party Beneficiaries**

The Parties acknowledge and agree that the terms of this Agreement, including, but not limited to, the release of claims by Plaintiffs, will inure to the benefit of certain intended third-party beneficiaries, including, without limitation, American Multi-Cinema, Inc., and any other Released Parties.

AGREED:

Dated:

AMC ENTERTAINMENT HOLDINGS, INC.

By: Kelly W. Ackerman

Dated: April 21, 2017

SCOTT BLANKS

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

Dated: 4/17/17

CALIFORNIA COUNCIL OF THE BLIND

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

Dated:

LEAH GARDNER

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

Dated:

LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED

By: Bryan Bashiri

Dated: 4/17/17

CHARLES NABARRETE

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

Dated:

ROBERT SCHULENBURG

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

Dated:

AGREED:

Dated:

AMC ENTERTAINMENT HOLDINGS, INC.

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

Dated:

SCOTT BLANKS

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

Dated:

CALIFORNIA COUNCIL OF THE BLIND

By: *A. W. Walker*

Dated: 4/14/17

LEAH GARDNER

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

Dated:

LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED

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

Dated:

CHARLES NABARRETE

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

Dated:

ROBERT SCHULENBURG

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

Dated:

AGREED:

Dated:

AMC ENTERTAINMENT HOLDINGS, INC.

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

Dated:

SCOTT BLANKS

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

Dated:

CALIFORNIA COUNCIL OF THE BLIND

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

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LEAH GARDNER S



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

Dated: 4/14/2017

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Dated:

LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED

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

Dated:

CHARLES NABATI *Handwritten signature*

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

Dated: 4/17/17

ROBERT SCHULENBURG

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

Dated:

EMPISH THOMAS

By: *Empish Thomas*

Dated: 4/17/17

# Exhibit A

This exhibit is confidential.

# Exhibit B

## **AMC Guidelines for General Managers Determining the Scope of Assistive Moviegoing Training**

### **Introduction**

These guidelines should be used by theatre general managers to determine the appropriate scope of Assistive Moviegoing training appropriate for the local theatres they supervise.

### **What Should Be Covered in the Assistive Moviegoing Training?**

Managers and/or team members who are selected to receive Assistive Moviegoing Training should be trained on the following topics:

- The differences between Assistive Listening, Audio Description, and Closed Captioning devices
- How to locate all necessary equipment and activate the equipment and any other required ancillary equipment or systems
- How to troubleshoot, address, and escalate issues with Assistive Listening, Audio Description, and Closed Captioning devices
- How to communicate effectively with individuals with disabilities, including those who are deaf or hard of hearing or who are blind or have low vision, about how to use, operate, and resolve problems with captioning devices and audio description devices
- How to respond to questions/complaints and procedures for issuing refunds/rain checks

### **Who Should Receive Assistive Moviegoing Training?**

While General Managers will continue to make decisions about training staff at the local theatres they supervise, including who should receive Assistive Moviegoing training, how the training is conducted, how often the training is repeated, and other things, all AMC theatres are required to have at least one manager or team member who has undergone Assistive Moviegoing training to be available on short notice to assist with providing functioning Assistive Listening, Audio Description, and Closed Captioning to patrons who request the use of these devices at all times the theatre is open. This manager and/or team member must be able to quickly locate and activate the necessary equipment; operate and address problems with the equipment prior to and during the movie; and communicate effectively with individuals with disabilities about how to use, operate, and resolve problems with the equipment.

With this in mind, General Manager should consider the following factors, among others, when making determinations about Assistive Moviegoing Training: (i) theatre size, (ii) staff size, (iii) staff turnover, (iv) level of guest demand for AMC's Assistive Moviegoing devices, (v) staff positions reasonably expected to interact with customers (including disabled customers), (vi) how to best conduct the training (demonstrations, hands-on training, other methods), (vii) whether and how often training should be repeated, and (viii) any other factors the particular General Manager deems appropriate.

# Exhibit C

**AMC Training Supplement**  
**Improving Interactions and Communications with Patrons Who Are Visually Impaired or Blind**

**1. Introduction**

These materials supplement AMC’s training materials with additional information on how to improve interactions and communications with patrons who are visually impaired or blind.

**2. Responding to Customer Questions or Complaints**

If a patron has a question or complaint about AMC’s descriptive narration equipment or its described movie showings and you have not received Assistive Moviegoing Training, promptly escalate the question or complaint to the manager or team member who has received Assistive Moviegoing Training. Patrons should not have to wait an unreasonable period of time for a trained manager or team member to respond to a request for or complaint about AMC’s descriptive narration equipment, or information about its described movie showings. If the question or complaint is still not resolved, then promptly escalate the question or complaint to the general manager or the manager on duty.

**3. Improving Communications with Patrons who are Visually Impaired or Blind Patrons**

AMC employees who have direct contact with patrons should be prepared to communicate with patrons who are visually impaired or blind, and should do so with courtesy and respect. When assisting patrons who are blind or visually impaired, remember these basic tips:

- a. Identify yourself (name and job title) when you are approaching the patron.
- b. Speak directly to the patron, and not through his or her companion.
- c. If you’re in a group, try to address the patron by name so that he or she knows who you’re talking to, and introduce the other people present.
- d. Speak distinctly, using a natural conversational tone and speed. Unless the patron has a hearing impairment, you do not need to raise your voice.
- e. Seek to avoid situations where there is competing noise.
- f. If you leave a patron who is visually impaired or blind in an unfamiliar area, make sure it is near something they can touch – a wall, table, rail, etc. Being left out in empty space can be uncomfortable.
- g. Be an active listener. Give the patron opportunities to talk. Respond with questions and comments. A person who is visually impaired or blind can’t necessarily see the look of interest on your face, so give verbal cues to let him or her know that you are actively listening.
- h. Answer questions and try to be as specific or descriptive as possible in your responses.
- i. Avoid pointing to objects or people; instead, verbalize by saying, for example, “It’s on your left.”
- j. Say when you are leaving and where you are going if it is appropriate. Indicate the end of a conversation with the patron to avoid situations where the person is left speaking when no one is actually there.
- k. Do not do for patrons who are visually impaired or blind what they can do for themselves such as serving themselves, finding things, getting things, carrying things etc. If you think someone

who is visually impaired or blind may need help navigating, ask first by saying something along the lines of, "Would you like me to guide or assist you?" If the answer is no, respect his or her wishes.

- l. If your help is accepted, ask how they would like to be guided. If the patron is uncertain, then suggest the sighted guide technique where they would take your arm just above the elbow. That makes it easier and safer for the patron to feel your movements and follow on their own terms.
- m. If you see a patron who is blind or visually impaired about to encounter a potentially dangerous situation, be calm and clear when you warn the person. Try to use specific language such as "there's a step right in front of you," or "the door in front of you is closed" instead of "watch out!" Also, use directional language such as "to your left" or "directly behind you" rather than "it's over here." Think about what information you would want to know if you couldn't see.
- n. Bear in mind that people who are visually impaired or blind treat their service animals (guide dogs) and white/long canes as extensions of their bodies. Do not distract guide dogs from their job, such as petting or attempting to feed them. Do not touch, move or grab a guide dog or white/long cane without the owner's permission.
- o. Be sensitive when questioning someone about their blindness or vision disability. This is personal information, and boundaries should be respected.
- p. Use "people first" language. No one wants to be labeled by how they are different. Say "a person who is blind" rather than "a blind person."

# Exhibit D

## AMC JOB AID

### Setting Up and Distributing Fidelio Descriptive Narration Devices

1. **Ask the Guest what type of assistive service he wants.** Descriptive Narration (VI-N) assists persons with visual impairments and Assisted Listening (HI) assists persons with auditory impairments. The device can play the Descriptive Narration track, the Assisted Listening track, or both simultaneously.
2. **Select a receiver that has a full battery.** Check the battery level by looking at the Power LED of the receiver. If possible, chose a receiver that has a *steady green* Power LED light, indicating a 100% charge. Receivers that have a flashing green LED power light do not have a full battery. If there are no receivers with 100% power available, check to make sure the battery level, which is shown on the tablet, is above 80%.
3. **Program the receiver.** Wake the tablet up by touching the power button on the right side of the configuration tablet. Place the receiver in the configuration slot. Wait for the tablet to display the configuration screen.
  - > **Battery Level. Before programming,** check that the battery level, which is shown on the tablet, is above 80%.
  - > **Program the auditorium.** Press “Change” next to “Auditorium”, and select the auditorium shown on the guest’s ticket.
  - > **Program the correct audio channel.** Locate the movie in the Performance Schedule and note which channel plays the Descriptive Narration track. Press “Change” next to “Channel”, and select the appropriate channel. The Descriptive Narration track will play on either Channel 1b *or* Channel 2b—each time you program a device you must confirm which channel to use.
  - > **Check that the auditorium number and channel number shown on the configuration tablet are correct.**
4. **Remove and check the receiver.** Remove the receiver from the configuration station and turn the unit on. **NOTE – the receiver will automatically turn off when removed from the configuration port. It must be turned back on immediately, before giving it to the guest.** The VI LED should be solid green (receiving audio) or flashing slowly (searching for the channel). If the VI LED is flashing rapidly it is *not* configured correctly, or there may be some additional problem with the transmitter. Re-program the receiver and power cycle the corresponding auditorium’s Fidelio transmitter. If that doesn’t resolve the issue, open a DSSP ticket immediately. Once within range of the transmitter, the VI LED should turn solid green; depending on a building configuration, that may not happen until a guest enters an auditorium.

5. **Give the receiver to the guest.** Raise the volume on the receiver to maximum by pressing the “up” selector on the side a few times, and plug a headphone set into the receiver. Show the guest where the power button and volume controls are.
  
6. **Offer to accompany the guest to the auditorium.** Offer to wait in the auditorium with the guest until he can confirm that the Descriptive Narration device is working. Alternatively, offer to check in with the guest in the auditorium a few minutes before the movie begins.

For more information on setting up Fidelio equipment to provide Descriptive Narration, see:

- Job Aid – Fidelio Audio Receiver – Hearing and Visually Impaired (HI and VI)
- Job Aid – Assistive Moviegoing Troubleshooting – Fidelio and CaptiView

For help, contact the TOC through the theatre view of Clipboard: <http://toc.homeoffice.amc.corp/dssp/>  
OR call 1 800 280 1447 (Option 1)

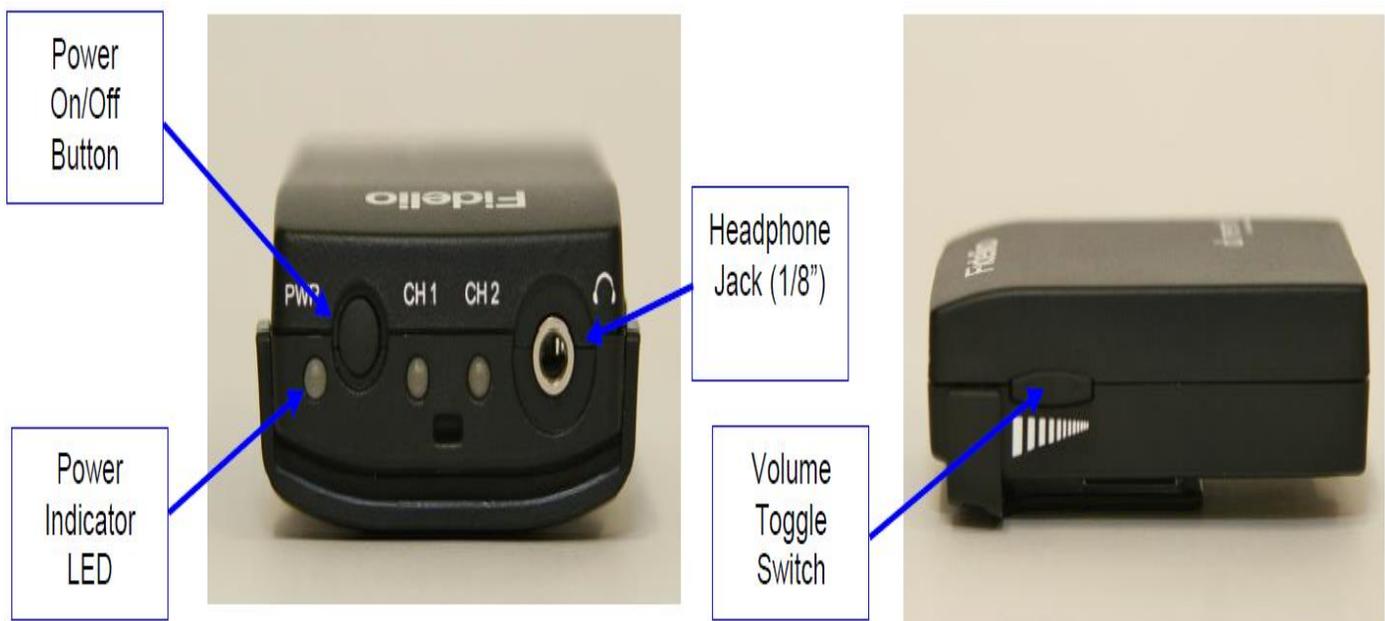
# Exhibit E

## Guest Guide: Descriptive Narration

AMC is pleased to offer audio description services to help its blind and low-vision guests enjoy the movies. Audio description, sometimes called descriptive narration, provides guests with a verbal narration of key visual aspects of movies through a wireless receiver and headphones. Many movies that play at AMC theaters are audio-described. You can visit your local AMC theater's website to learn which movies at your local AMC theater have audio description.

To use audio description, visit the box office or the guest services desk to request an audio description receiver. Each theater has several audio description receivers available. A theater employee will connect a receiver to a tablet to program the receiver to play the audio description for the correct movie auditorium.

The receiver is a small rectangular box about the size of a deck of cards. Holding the device with the headphone jack facing up and on the left side, the front side is smooth. The back side has a large clip. The right side has volume up and volume down buttons. The top has a headphone jack, three LED indicators, and a power button.



After the receiver is programmed, the employee will give you the receiver with headphones. Confirm that the VI LED light on the top of the receiver is on. It should be solid green or blinking slowly. You should also confirm that the power LED indicator is on and solid green, which means the battery is fully charged. You may either use the headphones supplied with the receiver or use your own headphones equipped with a standard headphone plug.

Now you should be ready to enjoy your movie with audio description. You can use audio description from any seat in your movie's auditorium. The audio description will begin during AMC's pre-show announcements. Some content during the pre-show is not available in audio description, however, including many movie trailers.

If you do not hear a voice begin to describe the video, try pressing the volume up button several times to increase the volume. Also make sure that the device is on by confirming that the power LED is showing a steady green light or a flashing green light. If you still do not hear the audio description, your receiver may be malfunctioning. You should find an AMC employee and request assistance resolving the problem. Theater staff will troubleshoot the problem. If staff at the theater are unable to resolve the problem, they will call AMC's technical assistance line to request additional assistance.

In rare instances, AMC may be unable to provide you with access to audio description services due to malfunctioning equipment. If that happens, AMC will refund your ticket and provide you with a guest pass free of charge so that you may enjoy an audio described movie at some other time.

You may report problems using audio description services by contacting AMC at <https://www.amctheatres.com/contact>

# Exhibit F

This exhibit is confidential.