

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL BATEMAN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

AMERICAN MULTI-CINEMA, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CV07-171 JHN (AJWx)

The Honorable Jacqueline H. Nguyen

CLASS ACTION SETTLEMENT NOTICE

**READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED.**

You may be entitled to benefits under the terms of this proposed class action settlement. Please read the rest of this notice to find out more.

What Is the Case About?

This class action case alleges that AMC willfully violated the Fair and Accurate Credit Transactions Act by printing the first four and last four digits of credit and debit card numbers on electronically printed receipts between December 4, 2006 and January 29, 2007.

What Is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Class Representative in this case is Michael Bateman. United States District Judge Jacqueline H. Nguyen is in charge of this class action.

Am I a Class Member?

You are a Class Member if you were provided with an electronically printed receipt by AMC between December 4, 2006 and January 29, 2007 that contains the first four and last four digits of your credit or debit card number.

Why Is There a Settlement?

The Court did not decide in favor of either Plaintiff or AMC. Instead, both sides agreed to a settlement to avoid the uncertainty and cost of a trial, and to provide benefits to Class Members. The Class Representative and Class Counsel believe the settlement is fair, adequate, reasonable and in the best interest of all Class Members.

AMC contends that no Class Member has sustained any harm as a result of the conduct alleged in the lawsuit. Moreover, Plaintiff has not alleged that he or any Class Members suffered any actual monetary injury, and Plaintiff and Class Counsel are unaware of any actual monetary injury to any Class Member. Nonetheless, the settlement provides benefits to Class Members.

What Can I Get From the Settlement?

AMC will distribute 282,314 “Voucher Packets.” Each Voucher Packet will contain four (4) vouchers. Each voucher will be redeemable for one (1) free small popcorn on a future visit to any AMC theatre. The vouchers will have no cash value and may not be redeemed for cash or other products. The original vouchers must be presented for redemption; copies will not be honored. The vouchers will contain no other restrictions, will be freely transferrable, and will not expire.

You may submit a claim to receive one (1) Voucher Packet by mail. The claim form may be found at either www.AMCTheatresSettlement.com or www.spiromoss.com. You must mail, fax or email the completed and signed claim form to:

Gregory N. Karasik, Esq.
SPIRO MOSS LLP
11377 West Olympic Blvd., Fifth Floor
Los Angeles, California 90064
Fax: (310) 235-2456
Email: greg@spiromoss.com

The completed and signed claim form must be sent (which, in the case of mailing, means postmarked) by **May 20, 2011**, or it will not be accepted.

If any of the 282,314 Voucher Packets are left over after distribution to claimants, then they will be distributed by AMC at the Automated Box Office machines (“ABOs”) located at certain theatres listed at the end of this notice. AMC will be required to distribute the Voucher Packets only at those theatres on the list that are operated by AMC on the date of distribution. The Voucher Packets will be automatically distributed to customers purchasing tickets at the ABOs at the Class Theatres. The distribution will begin no later than 45 days after the Settlement Date (as defined in the Settlement Agreement); will occur on a first-come, first-served basis; and will continue from day to day until all of the Voucher Packets have been distributed.

What Do I Need to Do to Be Entitled to Get Settlement Benefits?

You do not need to do anything to remain in the Class and be entitled to receive benefits.

What Am I Giving Up to Stay in the Class and Get Settlement Benefits?

Unless you exclude yourself, you will remain in the Class and will be bound by the terms of the settlement and all of the Court’s orders. This means that you can’t sue or be part of any other lawsuit against AMC about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes exactly the legal claims that you give up:

Release by the Settlement Class. Plaintiff and each Class Member who does not timely opt out of the settlement fully release and discharge AMC and its predecessors, successors, parents, subsidiaries, and affiliates, as well as all of their respective officers, directors, members, shareholders, managers, employees, attorneys, and agents, from any and all known and unknown claims, actions, allegations, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature, known or unknown, arising out of the facts alleged in the Action or related to AMC's alleged violation of FACTA between December 4, 2006 and January 29, 2007.

Release of Unknown Claims. With respect to the releases set forth above, Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement acknowledge and expressly waive any and all rights conferred by California Civil Code Section 1542, which states:

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.

With respect to the releases set forth above, Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement also waive any and all rights conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement acknowledge that they may learn facts in addition to or different from facts known or believed to be known on the Settlement Date. Nevertheless, Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement waive all claims relating to such unknown or different facts with respect to the releases set forth above.

Can I Exclude Myself From the Settlement?

If you don't want to receive benefits from this settlement, but you want to keep the right to sue AMC on your own about the issues in this case, then you must take steps to exclude yourself from the settlement. To exclude yourself from the settlement, you must state your intent to exclude yourself in writing and send it to Class Counsel. Be sure to include your name, address, telephone number, and your signature. You must mail your Request for Exclusion, postmarked no later than **May 20, 2011**, to:

Gregory N. Karasik, Esq.
SPIRO MOSS LLP
11377 West Olympic Blvd., Fifth Floor
Los Angeles, California 90064

If you request to be excluded from the settlement, then you will not get any settlement benefits, and you cannot object to the terms of the settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue the Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue AMC for the claims that this settlement resolves. If you have a pending lawsuit against AMC for the claims this settlement resolves, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **May 20, 2011**.

Do I Have a Lawyer in the Case?

The Court has appointed Gregory N. Karasik of the law firm of Spiro Moss LLP in Los Angeles, California, to represent you and other Class Members as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers Be Paid?

Class Counsel will ask the Court to order AMC to pay their attorneys' fees and costs. AMC has the right to oppose that request. You also have the right to object to that request. The Court will determine what amount of attorneys' fees and costs, if any, to award to Class Counsel. Any attorneys' fees and costs awarded by the Court will be paid by AMC and will not in any way affect the settlement benefits that you are entitled to under the settlement. Class Counsel's application for attorneys' fees and costs will be filed with the Court and posted on Class Counsel's website (www.spiromoss.com) by no later than **June 27, 2011**.

Will the Class Representative Be Paid?

Class Counsel will ask the Court to approve payment of \$7,500 to Michael Bateman for his services as Class Representative. AMC will not oppose this request. The Court may award less than this amount. Any amount that the Court awards to Mr. Bateman will be paid by AMC and will not in any way affect the settlement benefits that you are entitled to under the settlement.

How Do I Tell the Court That I Don't Like the Settlement or the Attorneys' Fees?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can also object to Class Counsel's application for an award of attorneys' fees and costs. You can give reasons why you think the Court should not approve either or both. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement of *Bateman v. American Multi-Cinema, Inc.*, Case No. CV07-171 JHN (AJWx) or to the fee application in that case. Be sure to include your name, address, telephone number, and your signature, and the reasons why you object. You must mail the objection to all three of the places listed below. Objections to the settlement must be postmarked no later than **July 2, 2011**. Objections to the application for attorneys' fees and costs must be postmarked no later than **July 11, 2011**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court for the Hon. Jacqueline H. Nguyen U.S. District Court for the Central District of California 255 East Temple Street Courtroom 790 Los Angeles, California 90012	Gregory N. Karasik, Esq. SPIRO MOSS LLP 11377 West Olympic Blvd. Fifth Floor Los Angeles, California 90064	Robert H. Platt, Esq. Joseph E. Laska, Esq. MANATT, PHELPS & PHILLIPS, LLP 11355 West Olympic Blvd. Los Angeles, California 90064

What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing on **August 1, 2011 at 10:00 a.m.**, at 255 East Temple Street, Los Angeles, California 90012, in Courtroom 790, before District Judge Jacqueline H. Nguyen. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. Class Counsel does not know how long these decisions will take.

Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions that the Judge may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

May I Speak at the Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Bateman v. American Multi-Cinema, Inc.*, Case No. CV07-171 JHN (AJWx)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **July 2, 2011**, and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses listed above under the heading "How Do I Tell the Court That I Don't Like the Settlement or the Attorneys' Fees?" You cannot speak at the Fairness Hearing if you exclude yourself.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Class and be bound by the terms of the settlement and all of the Court's orders. You will be entitled to receive settlement benefits, but you will not be entitled to sue or be part of any other lawsuit against AMC about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. To view the Settlement Agreement, click [here](#).

How Do I Get More Information?

You can get more information by (1) going to the website of Class Counsel, www.spiromoss.com; (2) sending a letter to Class Counsel, Gregory N. Karasik, at the address listed above under the heading "How Do I Tell the Court That I Don't Like the Settlement?"; or (3) calling Mr. Karasik at (310) 235-2468.

Dated: March 22, 2011

/s/ The Honorable Jacqueline H. Nguyen
United States District Judge

IF YOU HAVE ANY QUESTIONS OR CONCERNS, ADDRESS ALL INQUIRIES TO CLASS COUNSEL IN THE MANNER SET FORTH ABOVE. THE COURT AND THE CLERK WILL NOT ANSWER LEGAL QUESTIONS FROM INDIVIDUAL CLASS MEMBERS. PLEASE DO NOT CONTACT THE COURT.

EXHIBIT A

THEATRES AT WHICH VOUCHER PACKETS WILL BE DISTRIBUTED

UNIT NO.	UNIT NAME	ADDRESS	CITY	STATE	ZIP
21040	Orpheum 7	1538 3rd Ave	New York	NY	10028
21100	Village 7	66 3rd Ave	New York	NY	10003
21200	34th Street 14	312 W 34th St	New York	NY	10001
21400	Stony Brook 17	2196 Nesconset Hwy	Stony Brook	NY	11790
21410	Nassau Metroplex 10	3585 Hempstead Tpke	Levittown	NY	11756
21440	Roosevelt Field 8	630 Old Country Rd	Garden City	NY	11530
21460	Raceway 10	1025 Corporate Dr	Westbury	NY	11590
21510	Fresh Meadows 7	19002 Horace Harding Expy	Fresh Meadows	NY	11365
21580	Fantasy 5	18 N Park Ave	Rockville Centre	NY	11570
21620	Shore 8	37 Wall St	Huntington	NY	11743
21760	Wayne 14	67 Willowbrook Blvd	Wayne	NJ	07470
21940	Cherry Hill 24	2121 Route 38	Cherry Hill	NJ	08002
21950	Kips Bay 15	570 2nd Ave	New York	NY	10016
21980	Jersey Gardens 20	651 Kapkowski Rd	Elizabeth	NJ	07201
22200	New Brunswick 18	17 US Highway 1	New Brunswick	NJ	08901
22340	Monmouth Mall 15	180 State Route 35 S	Eatontown	NJ	07724
22390	Layton Hills 9	728 W 1425 N	Layton	UT	84041
22500	Universal Cineplex 20	6000 Universal Blvd Ste 740	Orlando	FL	32819
23040	MJ Harlem 9	2309 Frederick Douglass Blvd	New York	NY	10027
23070	MJ Capital Center 12	800 Shoppers Way	Largo	MD	20774
23250	Metreon 15	101 4th St	San Francisco	CA	94103
24160	Citywalk Stadium 18	100 Universal City Plz	Universal City	CA	91608
24170	Broadway 4	1441 3rd Street Promenade	Santa Monica	CA	90401
24470	Lakewood Mall 12	5721 Main St SW	Lakewood	WA	98499
24480	Cascade Mall 14	200 Cascade Mall Dr	Burlington	WA	98233
24490	Woodinville 12	17640 Garden Way NE	Woodinville	WA	98072
25650	600 North Michigan 9	600 N Michigan Ave	Chicago	IL	60611
25710	Quarry 14	9201 W 63rd St	Hodgkins	IL	60525
25850	Woodridge 18	10000 Woodward Ave	Woodridge	IL	60517
25870	Waterfront 22	300 Waterfront Dr W	West Homestead	PA	15120
25910	Streets Of Woodfield 20	601 N Martingale Rd Ste 105	Schaumburg	IL	60173
25920	Country Club Hills 16	4201 167th St	Country Club Hills	IL	60478
26200	Danbury 16	61 Eagle Rd	Danbury	CT	06810
26280	Plainville 20	220 New Britain Ave	Plainville	CT	06062
26290	Alderwood 16	18733 33rd Ave W	Lynnwood	WA	98037
26540	Georgetown 14	3111 K St NW	Washington	DC	20007
26570	Boston Common 19	175 Tremont St	Boston	MA	02111
26600	Methuen 20	90 Pleasant Valley St	Methuen	MA	01844
26800	Port Chester 14	40 Westchester Ave	Port Chester	NY	10573
26980	Foothills 15	7401 N La Cholla Blvd Ste 144	Tucson	AZ	85741-2329
27290	Palisades Center 21	4403 Palisades Center Dr	West Nyack	NY	10994
27440	Galleria Metroplex 16	1 Galleria Drive	Middletown	NY	10940
27580	Harvard Square 5	10 Church St	Cambridge	MA	02138
27670	Uptown 1	3426 Connecticut Ave NW	Washington	DC	20008
27770	Rio Cinemas 18	9811 Washingtonian Blvd	Gaithersburg	MD	20878
27900	Liberty Tree Mall 20	100 Independence Way	Danvers	MA	01923
27980	Shirlington 7	2772 S Randolph St	Arlington	VA	22206
28160	Center Park 8	4001 Powder Mill Rd	Beltsville	MD	20705
28170	White Marsh 16	8141 Honeygo Blvd	Baltimore	MD	21236
29040	John R 15	32289 John R Rd	Madison Heights	MI	48071
29050	Gratiot 21	35705 S Gratiot Ave	Clinton Township	MI	48035
29070	Holland 8	12270 James St	Holland	MI	49424-8613
29080	Grand Rapids 18	3000 Alpine Ave NW	Walker	MI	49544-2329
29090	Southfield 20	25333 W 12 Mile Rd	Southfield	MI	48034
29110	Great Lakes 25	4300 Baldwin Rd	Auburn Hills	MI	48326
29120	Fairlane 21	18900 Michigan Ave	Dearborn	MI	48126