

AMENDED STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Amended Stipulated Settlement Agreement and Release (“**Settlement**” or “**Agreement**”) is entered into between Plaintiff Michael Bateman (“**Bateman**”), on behalf of himself and all others similarly situated, on the one hand, and Defendant American Multi-Cinema, Inc. (“**AMC**”), on the other hand, and their respective counsel of record. Bateman and AMC are collectively referred to as the “**Parties**.” This Settlement is subject to the terms and conditions set forth below. This Settlement is also expressly subject to the approval of the Court.

RECITALS

1. On January 5, 2007, Bateman commenced this action (the “**Action**”) by filing a putative class action complaint (the “**Complaint**”) against AMC captioned *Michael Bateman v. American Multi-Cinema, Inc., et al.*, Case No. CV07-00171 JHN (AJWx), in the U.S. District Court for the Central District of California (the “**Court**”). The Complaint alleges that AMC willfully violated the Fair and Accurate Credit Transactions Act (“**FACTA**”), 15 U.S.C. § 1681c(g), by printing the expiration date or more than the last five digits of credit and debit card numbers on electronically printed receipts provided to customers at the point of sale or transaction after January 1, 2005.
2. On March 1, 2007, AMC filed an Answer denying the allegations in Bateman’s Complaint. AMC subsequently filed a First Amended Answer on April 18, 2007.
3. FACTA was amended effective June 3, 2008 in a manner that extinguished the allegations in the Complaint relating to the printing of expiration dates, but not the allegations in the Complaint relating to the printing of more than the last five digits of credit or debit card numbers.
4. AMC denies any liability or wrongdoing of any kind associated with the claims alleged in Bateman’s Complaint. AMC further denies that this action is appropriate for class treatment for any purpose other than the purpose of settling this Action.
5. The Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from this Action, as set forth below. The Parties reached the material terms of a settlement following a full-day mediation before The Hon. Edward A. Infante (Ret.) on October 14, 2010. The Parties memorialized that agreement in a Stipulated Settlement Agreement and Release executed on December 27, 2010. On February 7, 2011, the Court denied preliminary approval of that settlement without prejudice. To address the Court’s concerns with the original agreement, and based on further negotiations, the Parties have entered into this amended Agreement, which fully supersedes the original agreement.
6. Counsel for Bateman and the proposed settlement class (“**Class Counsel**”) believes that it has conducted a thorough investigation into the facts of the class action and has diligently pursued an investigation of the alleged claims that members of the settlement class may have against AMC. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that settlement with AMC for the consideration and on the terms set forth in this Settlement is fair, reasonable and adequate, and is in the best interest of the members of the settlement class in light of all known facts and circumstances.

7. The Parties agree to cooperate and take all steps necessary and appropriate to dismiss this Action with prejudice under the terms of this Settlement.

AGREEMENT

8. In consideration of the mutual covenants, promises and warranties set forth in this Agreement, the Parties agree, subject to the Court's approval, as follows:

9. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement.

10. **Settlement Contingent Upon Court Approval.** The terms of this Settlement are subject to approval by the Court. If the Settlement is not approved by the Court or does not become final for any reason, then the Parties expressly reserve all of their rights and remedies, including but not limited to AMC's right to challenge class certification on any and all grounds.

11. **If the Settlement Does Not Become Final.** If the Settlement does not become final for any reason, including but not limited to the Court's refusal to approve the Settlement or AMC's exercise of its option to terminate the Settlement under Paragraph 17(b) below, then the Parties will bear their own attorneys' fees and costs in connection with the efforts to settle the case and to obtain Court approval, and the Settlement will be deemed null and void ab initio with no effect on the Action whatsoever. In such an event, the Parties will resume the Action as if the Settlement had not been entered, and the terms and provisions of this Agreement will have no further force and effect and may not be used in this Action or any other action for any purpose.

12. **Settlement Class.** For the purposes of this Settlement only, the "**Settlement Class**" is defined as follows:

All individuals in the United States of America who, between December 4, 2006 and January 29, 2007, used a credit card or debit card to purchase a movie ticket from AMC and were provided at the point of the sale with an electronically-printed receipt on which was printed the first four and the last four digits of the person's credit card or debit card number.

Members of the Settlement Class are referred to as "**Settlement Class Members.**"

13. **Settlement Date.** The Settlement will become effective on the date on which all of the following have occurred: (a) execution of this Agreement by all Parties, Class Counsel, and counsel for AMC; (b) certification of the proposed Settlement Class for settlement purposes; (c) entry of a final order and judgment ("**Judgment**") by the Court approving this Settlement and dismissing this Action with prejudice in accordance with the terms in this Agreement; and (d) finality of the Judgment by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review (the "**Settlement Date**"). The Settlement Date is not dependent on any

separate applications for attorneys' fees or costs by Class Counsel, nor any appellate proceedings relating to such applications.

14. **Voucher Benefits to the Settlement Class.**

(a) **Voucher Packets.** As consideration for the terms of this 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; copies will not be honored. The vouchers will contain no other restrictions, will be freely transferrable, and will not expire.

(b) **Claims for Voucher Packets.** Each Settlement Class Member may submit a claim for one (1) Voucher Packet. To submit a claim, a Settlement Class Member must complete and execute a claim form (the "**Claim Form**"), attached as **Exhibit F**. On the Claim Form, Settlement Class Members will attest under penalty of perjury that, to the best of their recollection, they believe they purchased with a debit or credit card a ticket from an Automated Box Office machine ("**ABO**") located at one of the theatres on the list attached as **Exhibit A** between December 4, 2006 and January 29, 2007, inclusive. The Claim Form will be posted on the Settlement Website and on Class Counsel's website. Settlement Class Members may submit claims to Class Counsel by mail, fax or email. Claims must be sent—which, in the case of submission by mail, means postmarked—no later than sixty (60) days from the date of preliminary approval. After the 60-day period has expired, Class Counsel will advise AMC of the number of valid and timely claims. Beginning no later than forty-five (45) calendar days after the Settlement Date, AMC will provide Class Counsel with one (1) Voucher Packet for each valid and timely claim, which Class Counsel will mail to claimants.

(c) **Distribution of Voucher Packets.** Beginning no later than forty-five (45) calendar days after the Settlement Date, AMC will distribute the residual Voucher Packets not distributed through Paragraph 14(b) above at the ABOs located at the theatres on the list attached as **Exhibit A**. AMC will be required to distribute the Voucher Packets only at the theatres listed on Exhibit A that are operated by AMC as of the date of distribution (the "**Class Theatres**"). The Voucher Packets will be automatically distributed to customers purchasing tickets at the ABOs at the Class Theatres. The distribution will occur on a first-come, first-served basis, and will continue from day to day until the required number of Voucher Packets has been distributed.

15. **Notice to the Settlement Class.** AMC will incur and pay for the cost of notice to the Settlement Class. Beginning no later than ten (10) business days after the Court's preliminary approval of the Settlement, and continuing through the dates specified below or the date that this Agreement otherwise terminates, notice will be provided to the Settlement Class through all of the following means:

(a) **Summary Notice:** For a period of forty-five (45) calendar days, AMC will post a summary notice (the "**Summary Notice**") in one conspicuous location in each of the Class Theatres and the AMC theatres that are located in the same cities as the Class Theatres. A list of the theatres at which the Summary Notice will be posted is attached as **Exhibit B**. The

Summary Notice will be in the form and size attached to this Agreement as **Exhibit C**, and the text will be in Roman font no smaller than twelve (12) points.

(b) **Settlement Website Notice.** Continuing through the Settlement Date, AMC will publish a website on the Internet (the “**Settlement Website**”) that will set forth a summary of the terms of the Settlement, state the means by which Settlement Class Members may communicate with Class Counsel, and provide instructions regarding opting out of the Settlement. The Settlement Website will also provide, free of charge, viewable, printable and downloadable copies of each of the following documents in PDF file format: this Agreement; the Complaint; AMC’s Answer and First Amended Answer; the Court’s order preliminarily approving the Settlement and certifying the Settlement Class; and the full class action settlement notice (“**Full Notice**”), which will be in the form attached as **Exhibit D**.

(c) **AMC Website Notice.** For a period of forty-five (45) calendar days, AMC will post a notice of the Settlement on the homepage of its website, www.amctheatres.com. The notice will read “Notice of Legal Settlement” in boldface font and will contain a hyperlink to a webpage on AMC’s website containing a notice in the form attached as **Exhibit E**. The notice in the form attached as Exhibit E will in turn contain a hyperlink to the Settlement Website, allowing users to click through to the Settlement Website.

16. **Declaration of Compliance.** Not later than thirty-five (35) calendar days before the final approval hearing, AMC will provide Class Counsel with one or more declarations testifying to AMC’s compliance with the requirements in Paragraphs 15(a)-(c) above.

17. **Opt-Out.**

(a) **The Opt-Out Process.** Settlement Class Members will have until sixty (60) calendar days after the Court’s preliminary approval of the Settlement to exclude themselves from the Settlement (the “**Opt-Out Deadline**”). Settlement Class Members may opt out by timely sending a written request to Class Counsel postmarked no later than the Opt-Out Deadline. Settlement Class Members who timely opt out of the Settlement: (a) will have no right to redeem any vouchers under the Settlement; (b) will not be bound by the terms of the Settlement; and (c) will not have any right to object to the terms of the Settlement, or to be heard at the fairness hearing.

(b) **AMC’s Option to Terminate.** If more than one hundred (100) eligible Settlement Class Members timely opt out of the Settlement, then AMC will have the option (but not the obligation) to terminate the Settlement at AMC’s sole discretion. If AMC exercises this option, then the Settlement will be deemed null and void ab initio.

18. **Objections to the Settlement or to the Fee Application.**

(a) Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement or to any of the terms of this Agreement. Any such objections must be filed with the Court and also served on Class Counsel and counsel for AMC. To be effective, any such objections must be in writing, and must be filed and served no later than sixty (60) calendar days after the Court’s preliminary

approval of the Settlement, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(b) Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's application for an award of attorneys' fees and costs. Such application will be posted on Class Counsel's website (www.spiromoss.com) no later than thirty-five (35) calendar days before the final fairness hearing scheduled by the Court. Any objections must be filed with the Court and also served on Class Counsel and counsel for AMC. To be effective, any such objections must be in writing, and must be filed and served no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

19. **Release by the Settlement Class.** As of the Settlement Date, and except as to the executory rights or claims created by this Settlement, Bateman and each Settlement Class Member who does not timely opt out of the Settlement fully and completely 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.

20. **Release of Unknown Claims.** With respect to the releases set forth in Paragraph 19 above, Bateman 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 in Paragraph 19 above, Bateman 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. Bateman 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, Bateman 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 in Paragraph 19 above.

21. **General Release as to Bateman Only.** With respect to Bateman only, the releases in Paragraphs 19 and 20 above are general and apply to 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, against 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, arising before the Settlement Date.

22. **Compensation to Bateman.** As part of this Settlement, AMC agrees not to oppose a request by Class Counsel for an award of up to \$7,500 to Bateman to compensate him for his service as the representative of the Settlement Class. The award, if and when issued by the Court, will be paid by AMC by delivering a check payable to "Michael Bateman" to Class Counsel within ten (10) business days of the Settlement Date. The award will be in addition to any other benefit to which Bateman will be entitled under this Settlement as a Settlement Class Member.

23. **Attorneys' Fees and Costs.** As part of this Settlement, AMC will pay the reasonable attorneys' fees and costs of Class Counsel in an amount to be determined by the Court. Class Counsel intends to submit an application for attorneys' fees and costs to the Court. AMC reserves its right to oppose such application on any and all grounds, and both parties reserve their respective rights to appeal any orders issued by the Court on such application. Nothing in this Settlement precludes the parties and counsel from subsequently reaching a separate agreement regarding Class Counsel's alleged entitlement to attorneys' fees and costs, subject to Court approval.

24. **Duties of the Parties in Connection With Preliminary Court Approval of the Settlement.** Promptly upon execution of this Agreement, counsel for Bateman and the Settlement Class will submit this Agreement to the Court as part of a joint motion for preliminary approval of the Settlement. The motion for preliminary approval will seek an order:

- (a) Certifying a Settlement Class as defined in this Agreement for purposes of settlement;
- (b) Appointing Bateman as class representative for settlement purposes;
- (c) Appointing Bateman's counsel, Gregory N. Karasik of the law firm of Spiro Moss LLP, as Class Counsel for settlement purposes;
- (d) Approving the means of notice to the Settlement Class, as well as the form and content of the proposed notice forms, as set forth in this Agreement;
- (e) Directing notice to be made to Settlement Class Members as described in this Agreement;
- (f) Establishing deadlines for Settlement Class Members to submit a request to opt out of the Settlement and to submit objections to the Settlement;

(g) Preliminarily approving the Settlement subject to final review by the Court; and

(h) Scheduling a fairness hearing to determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

25. Duties of the Parties in Connection With Final Court Approval of the Settlement. At least thirty-five (35) days before the final fairness hearing set by the Court, Bateman will file a motion for final approval of the Settlement and an application for an award of attorneys' fees and costs. Bateman will submit a proposed final order and judgment:

(a) Approving the Settlement contained in this Agreement, adjudicating the terms of the Settlement to be fair, reasonable and adequate, and directing completion of its terms and provisions;

(b) Adjudicating that the releases contained in Paragraphs 19 and 20 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement.

(c) Approving an award of up to \$7,500 to Bateman as compensation for his services as the class representative;

(d) Awarding Class Counsel reasonable attorneys' fees and costs in an amount to be determined by the Court;

(e) Dismissing this Action in its entirety with prejudice; and

(f) Retaining jurisdiction over the enforcement of this Settlement.

26. Agreement Will Survive Any Intervening Change of Law. This Settlement agreement will not be affected by any future change, modification, reversal or clarification of the law, including but not limited to any action by the U.S. Court of Appeals for the Ninth Circuit pertaining to this Action. Any change, modification, reversal or clarification of law will not affect the validity or enforceability of this Settlement unless such change, modification, reversal or clarification of law fully renders the Settlement unlawful.

27. Parties' Authority. The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

28. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the terms of this Settlement. The Parties will use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate the Settlement.

29. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement, except as set forth in this Agreement.

30. **No Admission.** Nothing contained in this Agreement, nor the consummation of the Settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of AMC.

31. **No Tax Advice.** No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. No Party has entered into this Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

32. **Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing and addressed as follows:

To Bateman and/or the Settlement Class:

Gregory N. Karasik, Esq.
SPIRO MOSS LLP
11377 West Olympic Boulevard, Fifth Floor
Los Angeles, California 90064
Telephone: (310) 235-2468

To AMC:

Robert H. Platt, Esq.
Joseph E. Laska, Esq.
MANATT, PHELPS & PHILLIPS, LLP
11355 West Olympic Boulevard
Los Angeles, California 90064
Telephone: (310) 312-4352

With a copy to:

AMERICAN MULTI-CINEMA, INC.
Attn.: General Counsel
920 Main St.
Kansas City, Missouri 64105
Telephone: (816) 480-4000

33. **Construction.** The terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Agreement.

34. **Disputes.** Any dispute between the Parties regarding the terms of this Agreement will first be submitted to The Hon. Edward A. Infante (Ret.), who served as mediator, and whose

fees and costs will be borne equally by the Parties. However, the Court will have ultimate jurisdiction to adjudicate disputes between the Parties regarding this Settlement.

35. **Headings and Interpretations.** The paragraph titles, headings and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

36. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

37. **Integration.** This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements (including but not limited to the Memorandum of Understanding of Settlement entered on October 14, 2010 and the original Stipulated Settlement Agreement and Release entered on December 27, 2010), understandings, representations, and statements, whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

38. **Agreement Binding.** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

39. **Class Counsel Signatories.** Because the members of the Settlement Class are so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each member of the Settlement Class who does not timely opt out of the Settlement.

40. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which is an original. Executed counterparts may be transmitted in person, by mail, by fax, or electronically in PDF format.

(SIGNATURES ON FOLLOWING PAGE)

AGREED TO AND ACCEPTED:

DATED: March __, 2011

Plaintiff Michael Bateman:

By: _____
Michael Bateman

DATED: March __, 2011

**Attorneys for Plaintiff and the Settlement
Class:
SPIRO MOSS LLP**

By: _____
Gregory N. Karasik

DATED: March __, 2011

Defendant American Multi-Cinema, Inc.:

By: _____
Kevin Connor
General Counsel

DATED: March __, 2011

**Attorneys for American Multi-Cinema, Inc.:
MANATT, PHELPS & PHILLIPS, LLP**

By: _____
Robert H. Platt

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

EXHIBIT B

THEATRES AT WHICH NOTICE WILL BE PROVIDED

(*HIGHLIGHTED THEATRES ARE THEATRES AT WHICH VOUCHER PACKETS WILL BE DISTRIBUTED)**

UNIT NO.	UNIT NAME	ADDRESS	CITY	STATE	ZIP
26980	Foothills 15	7401 N La Cholla Blvd Ste 144	Tucson	AZ	85741-2329
23250	Metreon 15	101 4th St	San Francisco	CA	94103
04340	Van Ness 14	1000 Van Ness Avenue	San Francisco	CA	94109-6914
04320	Criterion 6	1313 3rd Street Promenade	Santa Monica	CA	90401
24170	Broadway 4	1441 3rd Street Promenade	Santa Monica	CA	90401
02030	Santa Monica 7	1310 3rd Street	Santa Monica	CA	90401-1310
24160	Citywalk Stadium 18	100 Universal City Plz	Universal City	CA	91608
26200	Danbury 16	61 Eagle Rd	Danbury	CT	06810
26280	Plainville 20	220 New Britain Ave	Plainville	CT	06062
26540	Georgetown 14	3111 K St NW	Washington	DC	20007
27670	Uptown 1	3426 Connecticut Ave NW	Washington	DC	20008
08860	Mazza Gallerie 7	5300 Wisconsin Ave NW	Washington	DC	20015-2013
22500	Universal Cineplex 20	6000 Universal Blvd Ste 740	Orlando	FL	32819
01330	River East 21	322 E Illinois St	Chicago	IL	60611
25650	600 North Michigan 9	600 N Michigan Ave	Chicago	IL	60611
61480	Galewood 14	5530 W Homer St	Chicago	IL	60639
08270	Ford City 14	7601 South Cicero Avenue	Chicago	IL	60652
25160	Pipers Alley 4	1608 N Wells St	Chicago	IL	60614-6002
25920	Country Club Hills 16	4201 167th St	Country Club Hills	IL	60478
25710	Quarry 14	9201 W 63rd St	Hodgkins	IL	60525
25910	Streets Of Woodfield 20	601 N Martingale Rd Ste 105	Schaumburg	IL	60173
25850	Woodridge 18	10000 Woodward Ave	Woodridge	IL	60517
26570	Boston Common 19	175 Tremont St	Boston	MA	02111
27580	Harvard Square 5	10 Church St	Cambridge	MA	02138
27900	Liberty Tree Mall 20	100 Independence Way	Danvers	MA	01923
26600	Methuen 20	90 Pleasant Valley St	Methuen	MA	01844
28170	White Marsh 16	8141 Honeygo Blvd	Baltimore	MD	21236
08050	Security Square 8	1717 N Rolling Rd	Baltimore	MD	21244-2409
28160	Center Park 8	4001 Powder Mill Rd	Beltsville	MD	20705
27770	Rio Cinemas 18	9811 Washingtonian Blvd	Gaithersburg	MD	20878
23070	MJ Capital Center 12	800 Shoppers Way	Largo	MD	20774
29110	Great Lakes 25	4300 Baldwin Rd	Auburn Hills	MI	48326
29050	Gratiot 21	35705 S Gratiot Ave	Clinton Township	MI	48035
29120	Fairlane 21	18900 Michigan Ave	Dearborn	MI	48126
29070	Holland 8	12270 James St	Holland	MI	49424-8613
29040	John R 15	32289 John R Rd	Madison Heights	MI	48071
29090	Southfield 20	25333 W 12 Mile Rd	Southfield	MI	48034
29080	Grand Rapids 18	3000 Alpine Ave NW	Walker	MI	49544-2329
21940	Cherry Hill 24	2121 Route 38	Cherry Hill	NJ	08002
22340	Monmouth Mall 15	180 State Route 35 S	Eatontown	NJ	07724
22350	Menlo Park 12	55 PARSONAGE RD UNIT 390	Edison	NJ	08837
21980	Jersey Gardens 20	651 Kapkowski Rd	Elizabeth	NJ	07201
22200	New Brunswick 18	17 US Highway 1	New Brunswick	NJ	08901
21760	Wayne 14	67 Willowbrook Blvd	Wayne	NJ	07470
21510	Fresh Meadows 7	19002 Horace Harding Expy	Fresh Meadows	NY	11365
21440	Roosevelt Field 8	630 Old Country Rd	Garden City	NY	11530
21620	Shore 8	37 Wall St	Huntington	NY	11743
21410	Nassau Metroplex 10	3585 Hempstead Tpke	Levittown	NY	11756
27440	Galleria Metroplex 16	1 Galleria Drive	Middletown	NY	10940
21200	34th Street 14	312 W 34th St	New York	NY	10001
21100	Village 7	66 3rd Ave	New York	NY	10003
21120	19th St East 6	890 Broadway	New York	NY	10003
21950	Kips Bay 15	570 2nd Ave	New York	NY	10016

EXHIBIT B

THEATRES AT WHICH NOTICE WILL BE PROVIDED

(***HIGHLIGHTED THEATRES ARE THEATRES AT WHICH VOUCHER PACKETS WILL BE DISTRIBUTED)

UNIT NO.	UNIT NAME	ADDRESS	CITY	STATE	ZIP
21070	72nd St 1	1230 3rd Ave	New York	NY	10021
21160	Lincoln Square 12	1998 Broadway	New York	NY	10023
21020	84th Street 6	2310 Broadway	New York	NY	10024
23040	MJ Harlem 9	2309 Frederick Douglass Blvd	New York	NY	10027
21040	Orpheum 7	1538 3rd Ave	New York	NY	10028
05520	Empire 25	234 West 42nd Street	New York	NY	10036
26800	Port Chester 14	40 Westchester Ave	Port Chester	NY	10573
21580	Fantasy 5	18 N Park Ave	Rockville Centre	NY	11570
21400	Stony Brook 17	2196 Nesconset Hwy	Stony Brook	NY	11790
27290	Palisades Center 21	4403 Palisades Center Dr	West Nyack	NY	10994
21460	Raceway 10	1025 Corporate Dr	Westbury	NY	11590
20870	Waterfront Restaurant	300 Waterfront Dr W	West Homestead	PA	15120
25870	Waterfront 22	300 Waterfront Dr W	West Homestead	PA	15120
22390	Layton Hills 9	728 W 1425 N	Layton	UT	84041
27980	Shirlington 7	2772 S Randolph St	Arlington	VA	22206
03620	Courthouse Plaza 8	2150 Clarendon Blvd	Arlington	VA	22201-5446
24480	Cascade Mall 14	200 Cascade Mall Dr	Burlington	WA	98233
24470	Lakewood Mall 12	5721 Main St SW	Lakewood	WA	98499
26290	Alderwood 16	18733 33rd Ave W	Lynnwood	WA	98037
24490	Woodinville 12	17640 Garden Way NE	Woodinville	WA	98072

EXHIBIT C
ON FOLLOWING PAGE

If you used a credit or debit card at an AMC theatre between December 4, 2006 and January 29, 2007, you may be entitled to benefits as part of a class action settlement. Please read this notice carefully. It may affect your rights.

IN THE U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Bateman v. American Multi-Cinema, Inc.,
Case No. CV07-171 JHN (AJWx)

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

What's This About and Who's Included?

A settlement has been proposed in a class action lawsuit alleging that AMC printed more than the last five digits of credit or debit card numbers on customer receipts. The settlement will provide benefits to any class member who received an electronically printed receipt from an AMC theatre between December 4, 2006 and January 29, 2007 displaying the first four and last four digits of a credit or debit card number. The United States District Court for the Central District of California, The Honorable Jacqueline H. Nguyen, authorized this notice to inform class members of the proposed settlement and their options.

Why Is There a Settlement?

Both sides disagree on who is right and on what, if anything, can be won at trial. The Court did not decide which side is right. Instead, both sides agreed to a settlement to avoid the uncertainty and cost of a trial, and to provide benefits to 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 his attorneys are unaware of any actual monetary injury to any class member. Nonetheless, the settlement provides benefits to class members.

What Does the Settlement Provide?

The settlement requires AMC to provide 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; copies will not be honored. The vouchers will contain no other restrictions, will be freely transferrable, and will not expire. Class members may submit a

claim to receive one (1) Voucher Packet by mail. The claim form and details on how to submit a claim may be found at www.AMCTheatresSettlement.com. If any Voucher Packets are left over after distribution to claimants, then they will be distributed by AMC at the Automated Box Office machines located at certain theatres involved in the lawsuit. The complete list of theatres distributing Voucher Packets may be found at www.AMCTheatresSettlement.com. 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.

Do I Need to Hire a Lawyer to Participate in the Settlement?

No. The Court has appointed Gregory N. Karasik of the law firm 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.

Spiro Moss LLP will ask the court for an award of attorneys' fees and costs to be paid by AMC. You have the right to object to that request.

What Are My Options?

You do not need to do anything in order to remain in the settlement. But you also have the options of excluding yourself from the settlement or objecting to the settlement.

If you don't want to be legally bound by the settlement, you must exclude yourself by **[Opt-Out Deadline]**, or you won't be able to sue, or continue to sue, AMC about the legal claims in this case. If you exclude yourself, you can't get benefits from this settlement.

If you stay in the settlement, you may object to it by **[Opt-Out Deadline]**. You may also object to the request for attorneys' fees and costs by **[21 days before hearing date]**. Details on how to exclude yourself or object are found in the full class notice at www.AMCTheatresSettlement.com.

The Court will hold a hearing in this case on **[hearing date]** to consider whether to approve the settlement. You may ask to appear at the hearing, but you don't have to.

For more information, you can (1) visit the website www.AMCTheatresSettlement.com; (2) call Mr. Karasik's office at (310) 235-2468; or (3) write to Mr. Karasik at: Gregory N. Karasik; Spiro Moss LLP; 11377 West Olympic Blvd., Fifth Floor; Los Angeles, California 90064.

EXHIBIT D

**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 **[date]**, 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 **[Opt-Out Deadline]**, 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 **[Opt-Out Deadline]**.

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.

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 **[Opt-Out**

Deadline]. Objections to the application for attorneys’ fees and costs must be postmarked no later than **[21 days before fairness hearing]**.

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 at **[time]** on **[date]**, 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 **[Opt-Out Deadline]**, 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. You can get a copy of the Settlement Agreement through the Settlement Website, www.AMCTheatresSettlement.com.

How Do I Get More Information?

You can get more information by (1) going to the Settlement Website, www.AMCTheatresSettlement.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: _____, 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

EXHIBIT E

WWW.AMCTHEATRES.COM WEBSITE NOTICE

LEGAL NOTICE: If you used a credit or debit card at an AMC theatre between December 4, 2006 and January 29, 2007, and you received an electronically printed receipt from AMC at the point of sale or transaction displaying the first four and last four digits of the cardholder's credit or debit card number, then you may be entitled to benefits as part of a class action settlement. For more information, click here [HYPERLINK TO www.AMCTheatresSettlement.com].

EXHIBIT F
ON FOLLOWING PAGE

CLAIM FORM

You are entitled to receive one (1) Voucher Packet by mail **only if** you are a member of the settlement class, which means that between December 4, 2006 and January 29, 2007, you purchased one or more movie tickets from an Automated Box Office (“ABO”) machine at an AMC theatre and received an electronically-printed receipt displaying the first four and last four digits of your credit or debit card number. If you believe that you are a member of the settlement class, then please follow the instructions below. You may make only one claim regardless of how many receipts you received between December 4, 2006 and January 29, 2007.

To receive your one (1) Voucher Packet through the mail, **you must email, fax or mail this completed and signed Claim Form no later than [Month] [Day], 2011.** You may email the Claim Form to greg@spiromoss.com, fax it to (310) 235-2456, or mail it to:

AMC Settlement
c/o Gregory N. Karasik, Esq.
SPIRO MOSS LLP
11377 West Olympic Blvd.
Los Angeles, CA 90064

If you choose to mail the Claim Form, it must be postmarked by **[Month] [Day], 2011.**

Your Name and Address

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address (Optional): _____

Your information will be used for the purpose of distributing Voucher Packets only and will not be used for marketing or any other purpose.

Declaration and Signature

I declare under penalty of perjury that I am a member of the settlement class because, to the best of my recollection, I purchased one or more movie tickets from an ABO machine at an AMC theatre between December 4, 2006 and January 29, 2007 and received an electronically-printed receipt displaying the first four and last four digits of my credit or debit card number.

Signed: _____

Date: _____