

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL LEGALLY BLIND INDIVIDUALS WHO HAVE ATTEMPTED TO ACCESS THE DVD, BLU-RAY AND/OR VIDEO GAME RENTAL SERVICES AVAILABLE AT REDBOX KIOSKS IN CALIFORNIA SINCE JANUARY 12, 2010 OR WHO HAVE BEEN DETERRED FROM DOING SO DUE TO THE LACK OF FEATURES FOR BLIND USERS AT REDBOX KIOSKS SINCE JANUARY 12, 2010

YOU MAY HAVE A CLAIM UNDER THE SETTLEMENT DESCRIBED BELOW

READ THIS NOTICE AND INSTRUCTIONS CAREFULLY

This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *Lighthouse for the Blind and Visually Impaired, et al. v. Redbox Automated Retail, LLC, et al.*, Case No. 12-cv-00195-PJH (N.D. Cal.). The lawsuit alleges that Redbox Automated Retail, LLC (“Redbox”) violated federal and California law by offering video rental services at self-service, touchscreen kiosks that blind persons cannot independently access because the kiosks utilize an exclusively visual user interface. Save Mart Supermarkets (“Save Mart”) is also a defendant in this case. Redbox and Save Mart deny all liability in the case. The settlement, which must be approved by the Court, would resolve the lawsuit.

I. SUMMARY OF THE PROPOSED SETTLEMENT

Under the settlement agreement, Redbox will modify all of its kiosks in California so that legally blind customers will be able to independently browse, select, pay for, and return media (including DVDs, Blu-ray discs, and video games) at the kiosks. The modifications will include the addition of a standard headphone jack, a tactile keypad, and text-to-speech output that will read the text and commands on the touchscreen aloud. Redbox will complete these modifications at all Redbox kiosks in California within thirty months of final approval of this settlement agreement or within eighteen months of the resolution of any appeals. Under the agreement, Redbox will also make accessibility improvements to redbox.com within eighteen months of final approval of the settlement to ensure that blind individuals using screen reading technology can browse available movies, browse kiosk locations, reserve movies for pick up, and register their email addresses on Redbox.com independently.

At this time, Redbox is providing a customer service phone line to remotely assist legally blind customers with browsing, renting, paying for, and returning movies or other media from Redbox kiosks, and Redbox will continue to provide this customer service phone line until the accessibility modifications to the kiosks are complete. Once Redbox completes the accessibility modifications to Redbox kiosks, the Lighthouse for the Blind and Visually Impaired (“Lighthouse”) will maintain, for the remainder of the term of this settlement, a toll-free telephone number that will allow legally blind individuals to report questions, concerns, or complaints regarding the nonvisual user interfaces on Redbox kiosks in California.

In addition, the settlement includes a \$1.2 million (\$1,200,000) fund to pay valid claims submitted by eligible members of the class. Eligible members of the settlement class include legally blind persons who, between January 12, 2010 and the end of the claims period, attempted to access the services at a Redbox kiosk in California but were unable to do so due to the visual

user interface, or who were aware that Redbox kiosks use an exclusively visual interface and, as a result, were deterred from accessing the services of a Redbox kiosk in California on a particular occasion. Each eligible member of the class will be entitled to make one claim, which in no event will be worth more than \$4,000. **Class members will receive less than \$4,000** if the total value of valid claims exceeds the value of the settlement fund (that is, if there are over 300 claimants), in which case the value of all claims will be shared on a pro rata basis. If there is money left over after payment of all valid claims, the left-over funds will be donated to the Paul Longmore Institute at San Francisco State University.

The settlement also provides that the five named plaintiffs who served as class representatives will receive payments of \$10,000 each. Finally, Disability Rights Advocates and the Law Offices of Jay Koslofsky (“Class Counsel”), the attorneys who represent the class, will be paid \$690,000 in attorneys’ fees for their work on the case, \$35,000 in costs, and \$75,000 for their future work monitoring compliance with the settlement and enforcing the agreement. Class Counsels’ motion for attorneys’ fees will be available at www.lighthouseredboxsettlement.com by October 29, 2014 or can be requested from Class Counsel (contact information below) after October 29, 2014. Please note that, although the parties have agreed upon the amount of attorneys’ fees and costs to be paid to Class Counsel, such amounts will still need to be approved by the Court at the final approval hearing.

II. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

All class members will be bound by the terms of the settlement relating to the accessibility of Redbox kiosks in California if the settlement is approved by the Court. In other words, once the settlement is approved, all class members will release and forever discharge claims related to the accessibility of the kiosks or redbox.com for people who are legally blind or visually-impaired. However, class members may opt out of the monetary portion of the settlement. Class members who opt out of the monetary portion of the settlement will retain the right to file their own claims for damages against Redbox or Save Mart arising from access barriers they have faced at Redbox kiosks due to the visual interface. Class members who do not opt out of the monetary portion of the settlement may utilize the claims procedure described in Section IV below to submit claims for monetary damages.

III. OBJECTING TO THE SETTLEMENT

You can ask the Court to deny approval of this settlement by filing an objection with the Court. You can’t ask the Court to order a larger or different settlement; the Court can only approve or deny the proposed settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You must send written objections only to the Court. The Court must receive your objection by November 12, 2014 for it to be considered. All written objections and supporting papers must clearly identify the following case name and number: *Lighthouse for the Blind and Visually Impaired, et al. v. Redbox Automated*

Retail, LLC, et al., 12-cv-00195-PJH (N.D. Cal.). You may file the objection in person or mail it to the Court at:

Class Action Clerk of the U.S. District Court
Northern District of California

Ronald V. Dellums Federal Building
1301 Clay Street, Suite 400 S
Oakland, CA 94612

If you file an objection, you may also appear at the final approval hearing which will address the settlement's fairness. You may appear at the hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. The hearing is scheduled for December 17, 2014 at 9 a.m., before Judge Phyllis Hamilton at the Oakland Federal Courthouse, Courtroom 3, Third Floor, 1301 Clay Street, Oakland, CA 94612. The date of the final approval hearing may change without further notice to the class. You should check the settlement website at www.lighthouseredboxsettlement.com, or the U.S. Court's Public Access website at PACER.gov to get the most current information concerning the date of the final approval hearing. To be heard at the hearing, you must include notice of your intent to appear at the hearing with your written objection.

IV. SUBMITTING A CLAIM FOR MONEY DAMAGES

You may be eligible for monetary relief under the settlement if you are legally blind and you attempted but were unable to access the goods and services available at Redbox kiosks in California on or after January 12, 2010 due to the kiosks' visual user interface, or if you were aware that Redbox kiosks in California utilize a visual user interface, and, as a result, were deterred from accessing the goods and services of a Redbox kiosk in California on a particular occasion on or after January 12, 2010. There is a damages fund of \$1.2 million available for all claimants. No claimant can receive more than \$4,000, and each eligible claimant's portion will be shared on a pro-rata basis if the number of eligible claimants exceeds three hundred (300). Therefore, you may receive less than \$4,000.

You must submit a valid claim form to recover monetary compensation under this settlement. You may complete and submit a claim form on the settlement website at www.lighthouseredboxsettlement.com or by requesting a claim form from KCC LLC, the claims administrator, by phone, letter, fax, or email at:

Lighthouse v. Redbox Claims Administrator
P.O. Box 43034
Providence, RI 02940-3034
Phone: (415) 798-5900
Fax: (866) 508-1036
RedboxSettlement@kcellc.com

All claims submitted online must be submitted by November 12, 2014. All claims submitted by mail must be postmarked no later than November 12, 2014.

V. OPTING OUT OF THE DAMAGES PORTION OF THE SETTLEMENT

You have the right to opt out of the damages portion of the settlement. If you opt out, you will not receive any monetary compensation from this settlement. Class members who opt out of the monetary portion of the settlement, however, will retain the right to file their own claims for damages against Redbox or Save Mart arising from access barriers they have faced at Redbox kiosks in California due to the visual interface. Opt-out forms containing the required language for opting out are available on the settlement website at www.lighthouseredboxsettlement.com. You may either complete and submit the opt out form on the settlement website itself or you may print out the form, complete it, and mail it to the claims administrator at: Lighthouse v. Redbox Claims Administrator, P.O. Box 43034, Providence, RI 02940-3034.

All requests to opt out must be made by November 12, 2014. Please note that if the settlement is approved, all members of the class who do not properly opt out will be bound by the monetary damages portion of the settlement.

VI. FURTHER INFORMATION

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.lighthouseredboxsettlement.com, contact class counsel using the information below, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact Class Counsel using the information below.

VII. CONTACT INFORMATION

Please do not contact the Court, the Court clerk's office, or Defense Counsel with questions about this settlement or the claims process. Any questions must be directed to class counsel at (510) 665-8644, or the address below.

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