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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
)
)
AMC ENTERTAINMENT, INC, et al.,)
Defendants.)

Case: CV 099-01034SJO(SHx)
[PROPOSED] CONSENT ORDER
ON LINE OF SIGHT REMEDIES
DATE: N/A
TIME: N/A
JUDGE: S. JAMES OTERO

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PRELIMINARY MATTERS

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3 Over a decade ago, the United States filed this action to enforce provisions
4 of the Americans with Disabilities Act ("ADA") against defendants American
5 Multi-Cinema, Inc. and AMC Entertainment Inc. [hereinafter collectively referred
6 to as "AMC"]. AMC has at all times denied any violation of law and nothing in
7 this Consent Order constitutes an admission by AMC of any violation of Title III
8 of the ADA, its implementing regulations, or any allegation made by the United
9 States in this action. The United States recognizes that AMC has cooperated and
10 demonstrated a commitment to providing persons with disabilities equal access to
11 AMC's stadium-style movie theaters. The United States and AMC jointly present
12 the following Consent Order on Line of Sight Remedies, which fully resolves all
13 remaining remedial matters in this lawsuit.
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19 WHEREFORE, the Parties agree and stipulate to the Court's entry of the
20 Consent Order on Line of Sight Remedies and final judgment pursuant to Fed. R.
21 Civ. P. 58; and
22

23 WHEREFORE, the Consent Order on Line of Sight Remedies provides as
24 follows:
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1 **1. Definitions**

2 The Parties agree and stipulate that the certain terms shall be defined for
3 purposes of this Consent Order as follows:
4

5 **1.1** “ADA” shall mean and refer to the Americans with Disabilities Act,
6 42 U.S.C. §§ 12101, et seq.
7

8 **1.2** “ADA-Mandated Wheelchair Space” or “ADA-Mandated Wheelchair
9 Seat” shall mean and refer to the number of required Wheelchair Spaces within
10 public assembly areas as set forth in 28 C.F.R. pt. 36, Appendix A, § 4.1.3(19)(a).
11

12 **1.3** “ADA Standards” or “Standards” shall mean and refer to the
13 Department of Justice Standards for Accessible Design as set forth at 28 C.F.R. pt.
14 36, Appendix A.
15

16 **1.4** “AMC” shall mean and refer to, collectively, defendants American
17 Multi-Cinema, Inc. and AMC Entertainment Inc.
18

19 **1.5** “Auditorium” shall mean and refer to a room in a Stadium-Style
20 Theater Complex with a screen for the public exhibition of motion pictures and
21 seating for some or all movie patrons in the Stadium Section.
22

23 **1.6** “Companion Seat” or “Companion Seating” shall mean and refer to
24 fixed seating within an Auditorium that is located next to a Wheelchair Space as
25 required by 28 C.F.R. pt. 36, Appendix A, § 4.33.3.
26
27

1 determined to have been affected adversely by accessibility issues at one or more
2 AMC Stadium-Style Theaters.

3 **1.12** “Effective Date” of this Consent Order shall mean and refer to the date
4
5 on which this Consent Order is entered on the docket by the Clerk for the United
6 States District Court for the Central District of California.

7 **1.13** “Existing Theater” shall mean and refer to a Stadium-Style Theater
8
9 Complex that is owned, leased, or operated by AMC as of the Effective Date of
10 this Consent Order. A full and complete list of Existing Theaters as of the
11 Effective Date is attached as Appendix A to this Order.
12

13 **1.14** “Fifth Circuit Theater” shall mean and refer to an Existing Theater
14
15 located within the jurisdictional boundaries of the United States Court of Appeals
16 for the Fifth Circuit (*i.e.*, Mississippi, Louisiana, and Texas). A full and complete
17 list of Fifth Circuit Theaters as of the Effective Date is attached to this Order as
18 Appendix E.
19

20 **1.15** “Future Construction Theater” shall mean and refer to any Stadium-
21
22 Style Theater Complex (or Auditorium therein) for which a certificate of
23 occupancy is issued after the Effective Date, and that is (a) designed and
24 constructed within the meaning of (and subject to any limitations in) 42 U.S.C.
25 § 12183(a)(1) and its implementing regulations by AMC, its architects, or other
26
27

1 agents acting on AMC's behalf, or (b) altered within the meaning of (and subject to
2 any limitations in) 42 U.S.C. § 12183(a)(2) and its implementing regulations, by
3 AMC, its architects, or other agents acting on AMC's behalf.
4

5 **1.16** "Mini-Riser" shall mean and refer to a Riser (or pair of Risers),
6 usually six to eight inches in height, located in front of the Stadium Section on
7 which seating is affixed and that provides stepped access to such seats (typically,
8 by one or two steps) separate from the flight(s) of stairs used to access the Stadium
9 Section.
10

11 **1.17** "Neighborhood" or "AMC Neighborhood" shall mean and refer to a
12 group of two or more AMC Stadium-Style Theaters that are within close
13 geographic proximity and that has been designated in accordance with §§ 4.2, 5.2,
14 or 5.3(A) of this Consent Order. A full and complete list of AMC Neighborhoods
15 as of the Effective Date of this Consent Order is attached as Appendix B.
16

17 **1.18** "Neighborhood Theater" shall mean and refer to the one or more
18 Stadium-Style Theaters in each AMC Neighborhood that have not been jointly
19 identified by the Parties as a Designated Neighborhood Theater.
20

21 **1.19** "Newly Acquired Theater" shall mean and refer to a Stadium-Style
22 Theater Complex purchased, leased, or otherwise acquired by AMC from a third-
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1 party movie theater chain or other non-AMC entity in a transaction completed after
2 the Effective Date of this Consent Order.

3 **1.20** “Other Specified Existing Theaters” shall mean and refer to the fifteen
4 Existing Theaters expressly listed in § 4.4 of this Consent Order.

5
6 **1.21** “Physically Impracticable” shall mean and refer to modifications,
7 alterations, or seating relocations that would require demolition of all, or a material
8 portion of, the concrete and/or steel structure forming the Stadium Section of an
9 Auditorium. Physical Impracticability does not include less extensive
10 modifications or alterations with no material effect on the structure of the Stadium
11 Section, such as: removal of fixed seats; demolition or extension of Mini-Risers in
12 front of the Stadium Section; or construction of ramps to the Stadium Section.

13
14 **1.22** “Riser” shall mean and refer to an elevated tier in an Auditorium that
15 is six inches in height or higher and has fixed seating and/or a Cross-Aisle located
16 on its upper surface.

17
18 **1.23** “Section 4.33.3” shall mean and refer to the regulatory provisions at
19 28 C.F.R. pt. 36, App. A., § 4.33.3.

20
21 **1.24** “Small Auditorium” shall mean and refer to an Auditorium with
22 seating for less than 150 patrons.

1 **1.25** “Stadium Section,” “Stadium-Style Seating,” or “Stadium Seating”
2 shall mean and refer to the portion of an Auditorium in which seats are affixed to a
3 succession of elevated Risers that are accessed by one or more flights of stairs. For
4 purposes of this Order, the Stadium Section does not include Mini-Risers.
5

6 **1.26** “Stadium-Style Theater” or “Stadium-Style Theater Complex” shall
7 mean and refer to a facility owned, operated, or leased by AMC that contains one
8 or more Auditoriums with Stadium-Style Seating.
9

10 **1.27** “Theater Without Neighbors” shall mean and refer to an AMC
11 Stadium-Style Theater that is located outside the respective geographical
12 boundaries of all AMC Neighborhoods. A full and complete list of Theaters
13 Without Neighbors is attached as Appendix D to this Consent Order.
14
15

16 **1.28** “Traditional Section,” “Sloped-Floor Section,” or “Traditional Seating”
17 shall mean and refer to the portion of an Auditorium in which seats are affixed to a
18 flat or sloped floor.
19

20 **1.29** “Unobstructed View,” for purposes of this Consent Order, shall mean
21 and refer to a view of the screen that is not blocked or interfered with by any seats,
22 railings, persons, or other objects. AMC provides most members of the general
23 public with an Unobstructed View to the top ninety percent (90%) of the screen.
24 AMC also uses seated eye heights of 44 inches for patrons in fixed seating and 48
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1 inches for patrons who use wheelchairs when calculating clearances over heads
2 and other actual or potential obstructions between patrons and the movie screen.

3 For purposes of this Order, AMC shall provide patrons who use wheelchairs and
4 their companions with an Unobstructed View to the top ninety percent (90%) of
5 the screen using these same seated eye height values.
6

7
8 **1.30** “Wheelchair Space,” “Wheelchair Seat,” or “Wheelchair Area” shall
9 mean and refer to a designated space in an Auditorium that is intended for a person
10 who uses a wheelchair to situate him- or herself to view a motion picture.
11

12 **1.31** “2010 Standards” shall have the same meaning as set forth in § 36.104
13 of the Department of Justice’s revised regulations implementing Title III of the
14 ADA which were signed by the United States Attorney General on July 23, 2010
15 and are published at 75 Fed. Reg. 56,236 (Sept. 15, 2010) (to be codified at 28
16 C.F.R., part 36).
17

18
19 **1.32** “Agreed Date” shall, with respect to Newly Acquired Theaters
20 exclusively, mean and refer to the date of January 1, 2000.
21

22 **2. Settlement of Ongoing Litigation**

23 **2.1** Final Settlement. In order to avoid the cost, expense, and uncertainty
24 of protracted litigation on post-remand line of sight remedies and other remaining
25 issues, the Parties stipulate to the terms set forth herein and to entry of this Consent
26
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1 Order, which shall be final and binding upon them as of the Effective Date, and
2 which shall extinguish all claims for relief based upon, or that could have been
3 based upon, or arisen from, the United States' complaint filed on January 29, 1999,
4 as amended. Moreover, the United States recognizes that AMC has cooperated
5 and demonstrated a commitment to providing persons with disabilities equal access
6 to AMC's Stadium-Style Theaters. Nothing in this Consent Order constitutes an
7 admission by AMC of any violation of Title III of the ADA, its implementing
8 regulations, or standards, or any allegation made by the United States in this
9 action. Nothing in this Consent Order shall prohibit AMC from using the
10 arguments that form the basis of AMC's denials, affirmative defenses, and
11 counterclaims to defend itself in future litigation. Entry of this Consent Order
12 brings certainty regarding AMC's obligation concerning the placement and
13 location of Wheelchair Spaces at all Existing Theatres, Newly Acquired Theaters,
14 and Future Construction Theaters as defined in, and covered by, this Consent
15 Order.
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21 **2.2 Good Faith Efforts.** The Parties shall act in good faith to effectuate
22 the terms of this Consent Order. Neither party shall take or advocate a position,
23 whether in a third-party action involving an AMC Stadium-Style Theater covered
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1 by this Consent Order or in any other legal proceeding, that contradicts or calls into
2 question the terms of this Consent Order.

3 **2.3** Entry of Final Judgment. This Consent Order shall be a full,
4 complete, and final disposition and settlement of all remedial issues in this action
5 that remain after entry of the Consent Order and Final Judgment on Non-Line of
6 Sight Issues (Dec. 4, 2003) (Docket # 451) [hereinafter “AMC Non-Line of Sight
7 Remedial Order”]. The Parties jointly request that, following entry of this Consent
8 Order, the Court enter final judgment pursuant to Fed. R. Civ. P. 58. Except as
9 otherwise provided in this Consent Order or the AMC Non-Line of Sight Remedial
10 Order, neither Party shall seek any other form of recompense or sanctions other
11 than as specified in this Consent Order.

12 **2.4** Compliance With Consent Order. The United States acknowledges
13 and agrees that, unless otherwise provided in the AMC Non-Line of Sight
14 Remedial Order, when AMC completes the respective modifications, if any,
15 specified in § 4 of this Consent Order for each Existing Theater and § 5 of this
16 Order for each Newly Acquired Theater, or when AMC opens Future Construction
17 Theaters built in accordance with § 6 of this Consent Order, then each such Theater
18 Complex shall, at the time its respective modifications are completed, satisfy the
19 demands of the United States regarding the location of Wheelchair Spaces and
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1 Companion Seats in AMC's Stadium-Style Theaters covered by this Consent
2 Order. If an Existing Theater or Newly Acquired Theater requires no
3 modifications to comply with this Order, then each such Theater shall be deemed
4 to satisfy the demands of the United States regarding the location of Wheelchair
5 Spaces and Companion Seats in AMC's Stadium-Style Theaters either upon entry
6 of this Order or completion of the acquiring transaction, as applicable. The United
7 States shall not pursue further enforcement of the ADA or its regulations with
8 respect to the location of Wheelchair Spaces at the Theater Complexes covered by
9 this Consent Order so long as such Theaters comply with this Consent Order and,
10 as applicable, the AMC Non-Line of Sight Remedial Order. The United States
11 agrees that all Existing Theaters, Newly Acquired Theaters, and Future
12 Construction Theaters that comply with the provisions of this Consent Order and
13 the AMC Non-Line of Sight Remedial Order will be deemed to satisfy Section
14 4.33.3 or §§ 221.2, 221.3, 802.2 and 803.3 of the 2010 Standards (codified at 36
15 C.F.R., pt. 1191), as applicable. As to all Existing Theaters, Newly Acquired
16 Theaters, and Future Construction Theaters, no modifications other than those
17 specified in this Consent Order and the AMC Non-Line of Sight Remedial Order
18 shall be necessary to comply with Section 4.33.3 and/or §§ 221.2, 221.3, 802.2 and
19 803.3 of the 2010 Standards (as applicable).
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1 **3. General Requirements for All Stadium-Style Theaters**

2 **3.1 Unobstructed View of the Screen.** All Auditoriums within Existing
3 Theaters, Newly Acquired Theaters, and Future Construction Theaters shall afford
4 patrons seated in ADA-Mandated Wheelchair Spaces and Companion Seating an
5 Unobstructed View of the screen as defined in § 1.29 of this Order. If a
6 modification to an Existing Theater, Newly Acquired Theater, or Future
7 Construction Theater made pursuant to this Order or the AMC Non-Line of Sight
8 Remedial Order results in an obstructed view of the screen for patrons who use
9 wheelchairs or their companions in any Auditorium, AMC shall make further
10 modifications as necessary (and as otherwise consistent with the terms of this
11 Order) to eliminate the obstruction.

12 **3.2 Companion Seating.** Unless otherwise expressly permitted by this
13 Order or the AMC Non-Line of Sight Remedial Order, AMC shall provide
14 Wheelchair Spaces and Companion Seating in Existing Theaters, Newly Acquired
15 Theaters, and Future Construction Theaters in compliance with the terms of this
16 Court's Order Re: Wheelchair and Companion Seating (filed June 23, 2003)
17 (Docket # 446) [hereinafter "AMC Companion Seat Order"]. The AMC
18 Companion Seat Order states that: (a) Stadium-Style Theaters designed before July
19 1998 shall provide at least one Companion Seat adjacent to every two Wheelchair
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1 Spaces (*i.e.*, 1:2 ratio); (b) Stadium-Style Theaters designed after July 1998 must
2 provide at least one Companion Seat adjacent to each Wheelchair Space (*i.e.*, 1:1
3 ratio); and (c) Wheelchair Spaces and Companion Seats may be vertically
4 displaced by no more than the height of a single step or Mini-Riser.
5

6 **3.3 Wheelchair Spaces Not Permitted in First Row.** Unless expressly
7 provided by this Order, no ADA-Mandated Wheelchair Space shall be located in
8 the front row closest to the screen in any Auditorium in an Existing Theater,
9 Acquired Theater, or Future Construction Theater. AMC shall remove Wheelchair
10 Spaces and Companion Seats from the front row and relocate these seats no closer
11 to the screen than the last row of the Traditional Seating section along an
12 accessible route. If the size or configuration of an Auditorium makes such
13 relocation Physically Impracticable, then these Wheelchair Spaces and Companion
14 Seats shall be relocated as far from the screen as reasonably possible in the
15 Traditional Section along an accessible route. ADA-Mandated Wheelchair Spaces
16 and Companion Seats located in the first row of an Auditorium may remain in their
17 current locations when: (i) such seats are located on a Riser; or (ii) the first row
18 constitutes the only row of Traditional Seating in that Auditorium and construction
19 of a ramp to the Stadium Section is not otherwise required by this Consent Order.
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1 **4. Accessibility Requirements for Existing Theaters**

2 For purposes of this Order, the Parties have agreed to divide AMC's Existing
3 Theaters into four separate categories, with each category having distinct types of
4 accessibility modifications. First, the Parties have agreed to modifications at
5 specified Fifth Circuit Theaters that are consistent with the Ninth Circuit's decision
6 in United States v. AMC Entertainment, Inc., 549 F.3d 760 (9th Cir 2008). See
7 Consent Order § 4.1. Second, in light of AMC's acquisition over the last decade
8 of more than one hundred Stadium-Style Theater Complexes across the country,
9 the Parties have identified and grouped other Existing Theaters, based on
10 geographical proximity, into "Neighborhoods." Within each Neighborhood, in
11 turn, the Parties have jointly identified one or more Designated Neighborhood
12 Theaters for enhanced accessibility modifications. See Consent Order § 4.2.
13 Third, in most of the remaining Existing Theaters that do not fall within the
14 geographical limits of an AMC Neighborhood, the Parties have agreed to a third
15 set of accessibility modifications. See Consent Order § 4.3. Lastly, there is a
16 residual category of Existing Theaters denominated as Other Specified Existing
17 Theaters for which theater-specific requirements or modifications are provided.
18 See Consent Order § 4.4. None of the modifications made pursuant to this Consent
19 Order shall trigger any other obligations under the ADA, subsidiary, ancillary, or
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1 otherwise, specifically including, but not limited to, those required under 28 C.F.R.
2 § 36.403.

3 **4.1 Fifth Circuit Theaters.** The first category of Existing Theaters
4 consists of Theaters located within the jurisdictional limits of the United States
5 Court of Appeals for the Fifth Circuit (*i.e.*, Mississippi, Texas, and Louisiana). A
6 complete list of Fifth Circuit Theaters as of the Effective Date of this Consent
7 Order is set forth in Appendix E, which is herein expressly incorporated into the
8 terms of this Order.
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11
12 At these Fifth Circuit Theaters, AMC shall make the specific modifications
13 set forth below in § 4.1(A). For purposes of this Order, if a Fifth Circuit Theater
14 (or Auditorium(s) therein) is not listed below, AMC shall not be required to make
15 any changes to the Wheelchair and Companion Seats in such Theater (or
16 Auditorium(s) therein) so long as these Seats otherwise comply with §§ 3.1 - 3.6 of
17 this Order. In any Auditorium within a Fifth Circuit Theater that requires
18 modification(s) to comply with this Consent Order, AMC shall not be required to
19 make such modification(s) in a manner that, as applicable, involves demolition (in
20 whole or in part) of Mini-Risers.
21
22

23
24 **A. AMC (Loews) Fountains 18 (Stafford, TX)**

- 25
26 • Auditoriums 1, 2, 11 and 12: AMC shall move two Wheelchair
27 Spaces from the first row to the fourth or fifth row of the

1 Traditional Section. Each of these relocated Wheelchair Spaces
2 shall have one adjacent Companion Seat on the same floor
3 level. AMC also shall ensure that each of the four ADA-
4 mandated Wheelchair and Companion Seats in these
5 Auditoriums has an Unobstructed View of the screen pursuant
6 to § 3.1 of this Order.

- 7 • Auditoriums 3, 4, 9, 10, 13, 14, 15, 16 and 18: AMC shall
8 move two Wheelchair Spaces from the first row to the last row
9 of the Traditional Section. Each of these relocated Wheelchair
10 Spaces shall have one adjacent Companion Seat on the same
11 floor level. AMC also shall ensure that each of the relocated
12 ADA-mandated Wheelchair and their respective Companion
13 Seats have an Unobstructed View of the screen pursuant to
14 § 3.1 of this Order. The remaining Wheelchair and Companion
15 Seats in these Auditoriums may remain in their respective
16 locations provided they otherwise comply with §§ 3.1, 3.2(c) &
17 3.3 – 3.6 of this Consent Order.
- 18 • Auditoriums 5, 6, 7 and 8: The Wheelchair Spaces and
19 Companion Seats in these Auditoriums may remain in their
20 respective locations provided they otherwise comply with
21 §§ 3.1, 3.2(c) & 3.3 – 3.6 of this Consent Order.
- 22 • Auditorium 17: AMC shall move four Wheelchair Spaces from
23 the first row to the last row of the Traditional Section. Each of
24 these relocated Wheelchair Spaces shall have one adjacent
25 Companion Seat on the same floor level. AMC also shall ensure
26 that each of these relocated ADA-mandated Wheelchair and
27 their respective Companion Seats have an Unobstructed View
28 of the screen pursuant to § 3.1 of this Order. The remaining
Wheelchair and Companion Seats in this Auditorium may
remain in their respective locations provided they otherwise
comply with §§ 3.1, 3.2(c) & 3.3 – 3.6 of this Consent Order.

1 **4.2** Theaters In Neighborhoods. The second category of Existing
2 Theaters consists of two or more Theaters located within the same general
3 geographical area, thus forming a “Neighborhood.” A complete list of AMC
4 Neighborhoods as of the Effective Date of this Order is set forth in Appendix B,
5 which is herein expressly incorporated into the terms of this Order. At these
6 Neighborhood Theaters, AMC shall make the accessibility modifications specified
7 in §§ 4.2(A) - (B) below.
8

9 **A.** Designated Neighborhood Theaters. The parties have identified one
10 or more Stadium-Style Theaters within each AMC Neighborhood to serve as the
11 Designated Neighborhood Theater(s) for that Neighborhood. Designated
12 Neighborhood Theaters are subject to enhanced accessibility modifications as
13 specified in § 4.2(A)(1) – (3) below. A complete list of Designated Neighborhood
14 Theaters as of the Effective Date of this Order is set forth in Appendix C, which is
15 herein expressly incorporated into the terms of this Order.
16

17 **(1)** Stadium Section Accessibility Requirements. Except as provided in
18 §§ 4.2(A)(1)(a) & (b) below, AMC shall ensure that no less than 75% of the
19 Auditoriums in each Designated Neighborhood Theater have Wheelchair and
20 Companion Seats located in the Stadium Section. If Auditoriums in Designated
21 Neighborhood Theaters require modification to comply with this requirement,
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1 AMC shall use reasonable efforts to select Auditoriums with a variety of sizes
2 and/or seating configurations. AMC shall relocate as many ADA-Mandated
3 Wheelchair and Companion Seats as practicable (as specified in §§ 4.2(A)(1)(a) &
4 (b) below) in each such Auditorium no closer to the screen than the first row of the
5 Stadium Section. For Auditoriums in Designated Neighborhood Theaters that
6 already have one or more Wheelchair and Companion Seats located in the Stadium
7 Section, the Wheelchair and Companion Seats may remain in their respective
8 existing locations provided these Seats otherwise comply with §§ 3.1 - 3.6 of this
9 Order.
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12

13 (a) Small Auditorium Exception – AMC-Built Theaters.

14 If, after taking into account modifications required by § 4.2(A)(1)
15 above to all large Auditoriums (*i.e.*, Auditoriums in which the first row of
16 the Stadium Section contains sixteen (16) or more seats) in a Designated
17 Neighborhood Theater designed and constructed by AMC (as identified in
18 Appendix A), such Theater still does not satisfy the requisite Stadium
19 Section accessibility percentage, then AMC shall, in the remaining
20 Auditorium(s) that must be modified to meet this accessibility percentage,
21 locate all ADA-Mandated Wheelchair and Companion Seats based on the
22 following placement considerations in their respective order of priority:
23
24
25
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27

1 (i) First, in Auditoriums which have fourteen (14) or fifteen
2 (15) seats in the first row of the Stadium Section, two Wheelchair and
3 Companion Seats shall be placed no closer to the screen than the first
4 Riser of the Stadium Section, and the remaining Wheelchair and
5 Companion Seats shall be placed as far back from the screen as
6 practicable along an accessible route; or
7
8

9 (ii) Second, if such Theater still has not met the requisite
10 accessibility percentage after taking into account the modifications
11 specified above for larger Auditoriums, all Wheelchair and
12 Companion Seats shall be placed immediately in front of the Stadium
13 Section, or if Physically Impracticable to do so, as far back from the
14 screen as practicable along an accessible route in Auditoriums which
15 have thirteen (13) or fewer seats in the first row of the Stadium
16 Section.
17
18
19

20 (b) Small Auditorium Exception – Acquired Theaters.

21 If, after making modifications required by § 4.2(A)(1) to all larger
22 Auditoriums (*i.e.*, Auditoriums with seating for 150 patrons or more), the
23 size or configuration of a Small Auditorium within a Designated
24 Neighborhood Theater acquired by AMC from a third-party theater company
25
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27

1 (i.e., a Theater Complex that is not identified in Appendix A as having been
2 designed and constructed by AMC) makes it Physically Impracticable to
3 relocate all ADA-Mandated Wheelchair and Companion Seats within the
4 Stadium Section, such Seats shall be located such that:
5

6 (i) As many ADA-Mandated Wheelchair and Companion
7 Seats as space permits are located no closer to the screen than the first
8 row of the Stadium Section, and the remaining Wheelchair and
9 Companion Seats shall be placed as far back from the screen as
10 practicable along an accessible route; or
11
12

13 (ii) If no Wheelchair and Companion Seats can be located
14 within the Stadium Section, such Seats shall be located immediately
15 in front of the Stadium Section, or if Physically Impracticable to do
16 so, as far back from the screen as practicable along an accessible
17 route.
18
19

20 (2) Consultations Regarding Small Auditorium Exception – Acquired
21 Theaters. If AMC determines that application of the Small Auditorium exception
22 would permit all ADA-Mandated Wheelchair and Companion seating to be located
23 outside the Stadium Section in more than two Auditoriums that would otherwise
24 require modification in any acquired Designated Neighborhood Theater, AMC
25
26

1 shall notify the Department in writing within 30 days of such determination. The
2 Parties thereafter shall consult in good faith regarding the feasibility of (a)
3 selecting other Auditoriums within that Designated Neighborhood Theater for
4 modifications that would permit location of at least one Wheelchair and
5 Companion Seat within the Stadium Section in the requisite number of
6 Auditoriums, and/or (b) developing other designs for modifications that would
7 allow at least one Wheelchair and Companion seat to be relocated in the Stadium
8 Section in the requisite number of Auditoriums.
9
10
11

12 (3) Other Auditoriums in Designated Neighborhood Theaters. In the
13 remaining 25% of Auditoriums in each Designated Neighborhood Theater not
14 subject to modification under § 4.2(A)(1), the Wheelchair and Companion Seats
15 may remain in their respective existing locations provided these Seats otherwise
16 comply with §§ 3.1 - 3.6 of this Order.
17
18

19 (4) Calculation of Accessibility Percentages. If calculation of the
20 auditorium accessibility percentages set forth in §§ 4.2(A)(1) or 4.2(A)(3) results
21 in other than a whole number, the resulting figure shall be rounded to the nearest
22 whole number using standard mathematical principles. For example, if a Theater
23 Complex containing ten Stadium-Style Auditoriums has been identified as a
24 Designated Neighborhood Theater, AMC would be required to ensure that eight of
25
26
27

1 these Auditoriums have Wheelchair and Companion Seats located no closer to the
2 screen than the first row of the Stadium Section.

3 (5) Sale or Closure of Designated Neighborhood Theater. During the
4 term of this Order, if a Designated Neighborhood Theater is sold or otherwise
5 permanently ceases operating as a motion picture theater, AMC shall select another
6 Neighborhood Theater within the same Neighborhood to serve as a substitute
7 Designated Neighborhood Theater if that Neighborhood has more than one
8 Neighborhood Theater. If, on the other hand, the sale or closure of a Designated
9 Neighborhood Theater leaves an existing Neighborhood with only one remaining
10 Neighborhood Theater, then that Neighborhood Theater shall then be deemed a
11 Theater Without Neighbors subject to the requirements set forth in § 4.3 of this
12 Order. AMC shall provide the Department of Justice with written notification of
13 its substitution of a Designated Neighborhood Theater within 30 days of the
14 completion of the applicable theater sale or closure. Any such substitute
15 Designated Neighborhood Theater shall be subject to the enhanced accessibility
16 modifications specified in § 4.2(A). The Parties do not presently anticipate the sale
17 or closure of any Designated Neighborhood Theater that would, in turn, require
18 AMC to select a Neighborhood Theater to serve as a substitute Designated
19 Neighborhood Theater.

1 (6) Substitution of Designated Neighborhood Theater. If a Future
2 Construction Theater or Newly Acquired Theater is located within the
3 geographical limits of an existing Neighborhood, AMC may, after consultation
4 with the Department of Justice, elect to substitute such Theater Complex as the
5 Designated Neighborhood Theater for that Neighborhood. For purposes of this
6 subsection, the “geographical limits” of an existing Neighborhood shall be deemed
7 to include a 10-mile radius around each Neighborhood Theater or Designated
8 Neighborhood Theater in that Neighborhood. In the event AMC elects to make
9 such substitute designation, AMC shall notify the Department in writing within 30
10 days of this election, and the Parties shall consult in good faith regarding the
11 substitute designation. The Department shall agree to this substitute designation
12 except when there exist unusual geographic, demographic, or theater-specific
13 circumstances within that Neighborhood. Upon agreement of the Parties regarding
14 such substitute designation, the requirements set forth in §§ 4.2(A) of this Order
15 shall apply to this newly substituted Designated Neighborhood Theater. If AMC
16 does not elect to make such substitute designation, or the Parties do not mutually
17 agree to such substitute designation, AMC shall ensure that such Future
18 Construction Theater or Newly Acquired Theater otherwise complies with §§ 6
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1 (Future Construction Theaters) or 5 (Newly Acquired Theaters) of this Order as
2 applicable.

3 **B. Neighborhood Theaters.** Each AMC Neighborhood is comprised of
4 one or more Neighborhood Theaters. Neighborhood Theaters are subject to
5 accessibility requirements specified in §§ 4.2(B)(1) – (2) below.

6
7 (1) Accessibility Requirements. The Wheelchair and Companion Seats in
8 each Auditorium in a Neighborhood Theater may remain in their respective
9 existing locations provided these Seats otherwise comply with §§ 3.1 - 3.6 of this
10 Consent Order. Should any Auditoriums within a Neighborhood Theater require
11 modification(s) to comply with this Order, AMC shall not be required to make
12 such modification(s) in a manner that, as applicable, involves demolition (in
13 whole or in part) of Mini-Risers.

14
15 (2) Sale or Closure of Neighborhood Theater. If AMC sells, closes, or
16 otherwise permanently ceases movie exhibition operations at a particular
17 Neighborhood Theater prior to the end of the term of this Consent Order, AMC
18 shall have no further obligation to make modifications at that Theater Complex. In
19 addition, if the sale or closure of the Neighborhood Theater leaves its then-existing
20 Neighborhood without any other Neighborhood Theaters, then the former
21 Designated Neighborhood Theater for that Neighborhood shall be deemed a
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1 Theater Without Neighbors subject to the requirements set forth in § 4.3 of this
2 Order.

3 **4.3 Theaters Without Neighbors.** The third category of Existing Theaters
4 consists of those Theaters that do not have any other AMC Stadium-Style Theater
5 Complexes in the same general geographical area or “Neighborhood.” A complete
6 list of Theaters Without Neighbors as of the Effective Date of this Consent Order
7 is set forth in Appendix D, which is herein expressly incorporated into the terms of
8 this Order. Theaters Without Neighbors are subject to the accessibility
9 requirements specified in § 4.3(A) below.

13 **A. Stadium Section Accessibility Requirements.** Subject to §§ 4.3(A)(1)
14 & (2) below, AMC shall ensure that no less than 25% of the Auditoriums in
15 Theaters Without Neighbors have Wheelchair and Companion Seats located in the
16 Stadium Section. If Auditoriums in Theaters Without Neighbors require
17 modification to comply with this requirement, AMC shall use reasonable efforts to
18 select Auditoriums with a variety of sizes and/or seating configurations. AMC
19 shall relocate as many ADA-Mandated Wheelchair and Companion Seats as
20 practicable (as specified in §§ 4.3(A)(1) & (2) below) in each such Auditorium no
21 closer to the screen than the first row of the Stadium Section. For Auditoriums in
22 Theaters Without Neighbors that already have one or more Wheelchair and
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1 Companion Seats located in the Stadium Section, the Wheelchair and Companion
2 Seats may remain in their respective existing locations provided these Seats
3 otherwise comply with §§ 3.1 - 3.6 of this Order.
4

5 (1) Small Auditorium Exception – AMC-Built Theaters. If, after taking
6 into account modifications required by § 4.3(A) above to all large Auditoriums (*i.e.*,
7 Auditoriums in which the first row of the Stadium Section contains sixteen (16) or
8 more seats) in a Theater Without Neighbors designed and constructed by AMC (as
9 identified in Appendix A), such Theater still does not satisfy the requisite Stadium
10 Section accessibility percentage, then AMC shall, in the remaining Auditorium(s)
11 that must be modified to meet this accessibility percentage, locate all ADA-
12 Mandated Wheelchair and Companion Seats based on the following placement
13 considerations in their respective order of priority:
14
15
16

17 (a) First, in Auditoriums which have fourteen (14) or fifteen (15)
18 seats in the first row of the Stadium Section, two Wheelchair and
19 Companion Seats shall be placed no closer to the screen than the first Riser
20 of the Stadium Section and the remaining Wheelchair and Companion Seats
21 shall be placed as far back from the screen as practicable along an accessible
22 route; or
23
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25

26 (b) Second, if such Theater still has not met the requisite
27

1 accessibility percentage after taking into account the modifications specified
2 above for larger Auditoriums, all Wheelchair and Companion Seats shall be
3 placed immediately in front of the Stadium Section, or if Physically
4 Impracticable to do so, as far back from the screen as practicable along an
5 accessible route in Auditoriums which have thirteen (13) or fewer seats in
6 the first row of the Stadium Section.
7

8
9 (2) Small Auditorium Exception – Acquired Theaters. If, after making
10 modifications required by § 4.3(A) to all larger Auditoriums (*i.e.*, Auditoriums
11 with seating for 150 patrons or more), the size or configuration of a Small
12 Auditorium within a Theater Without Neighbors acquired by AMC from a third-
13 party theater company (*i.e.*, a Theater Complex that is not identified in Appendix A
14 as having been designed and constructed by AMC) makes it Physically
15 Impracticable to relocate all ADA-Mandated Wheelchair and Companion Seats
16 within the Stadium Section, such Seats shall be relocated such that:
17
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19
20 (a) As many ADA-Mandated Wheelchair and Companion Seats as
21 space permits are located no closer to the screen than the first row of the
22 Stadium Section, and the remaining Wheelchair and Companion Seats shall
23 be placed as far back from the screen as practicable along an accessible
24 route; or
25
26

1 (b) If no ADA-Mandated Wheelchair and Companion Seats can be
2 located within the Stadium Section, such Seats shall be located immediately
3 in front of the Stadium Section (on a Riser or Cross-Aisle as applicable), or
4 if Physically Impracticable to do so, as far back from the screen as
5 practicable along an accessible route.
6

7 **B. Consultations Regarding Small Auditorium Exception – Acquired**
8 **Theaters.** If AMC determines that application of the Small Auditorium exception
9 would permit all ADA-Mandated Wheelchair and Companion Seats to be located
10 outside the Stadium Section in more than one Auditorium that would otherwise
11 require modification in an acquired Theater Without Neighbors, AMC shall notify
12 the Department in writing within 30 days of such determination. The Parties
13 thereafter shall consult in good faith regarding the feasibility of (a) selecting other
14 Auditoriums within that Theater Complex for modifications that would permit
15 location of at least one Wheelchair and Companion Seat within the Stadium
16 Section, and/or (b) developing other designs for modification that would allow at
17 least one Wheelchair and Companion Seat to be located in the Stadium Section in
18 Auditoriums in that Theater Complex.
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24 **C. Other Auditoriums In Theaters Without Neighbors.** In the remaining
25 75% of Auditoriums in each Theater Without Neighbors not subject to
26

1 modification under § 4.3(A), the Wheelchair and Companion Seats may remain in
2 their respective existing locations provided these Seats otherwise comply with §§
3 3.1 - 3.6 of this Order.
4

5 **D. Calculation of Accessibility Modification Percentages.** If the
6 application of the accessibility percentages set forth in §§ 4.3(A) or 4.3(C) for any
7 particular Theater Without Neighbors results in other than a whole number, the
8 resulting figure shall be rounded to the nearest whole number using standard
9 mathematical principles. For example, if a Theater Without Neighbors contains
10 ten stadium-style Auditoriums, AMC would be required to ensure that three of
11 these Auditoriums have Wheelchair and Companion Seats located no closer to the
12 screen than the first row of the Stadium Section.
13
14
15

16 **E. Sale or Closure of AMC Theater Without Neighbors.** If AMC sells,
17 closes, or otherwise permanently ceases movie exhibition operations at a particular
18 Theater Without Neighbors prior to the end of the term of this Consent Order,
19 AMC shall have no further obligation to make modifications at that Theater
20 Complex.
21
22

23 **4.4 Other Specified Existing Theaters.** The final category of Existing
24 Theaters is “Other Specified Existing Theaters,” which shall be governed by the
25 terms of this section.
26
27

1 A. Accessibility Requirements for Other Specified Existing Theaters

2 The parties have jointly identified fifteen Theater Complexes that shall be
3 treated as Other Specified Existing Theaters for purposes of this Consent Order.

4
5 These fifteen complexes are, in alphabetical order by state:

6	<u>Theater Name</u>	<u>City</u>	<u>State</u>
7	AMC Indian River	Vero Beach	FL
8			
9	AMC (GCC) Parkway Pointe 15	Atlanta	GA
10			
11	AMC (Kerasotes) Star Council Bluffs 17	Council Bluffs	IA
12			
13	AMC (Kerasotes) Showplace Edwardsville 12	Edwardsville	IL
14			
15	AMC (Kerasotes) Showplace Springfield 12	Springfield	IL
16			
17	AMC (Kerasotes) Showplace South Bend 16	South Bend	IN
18			
19	AMC (Kerasotes) Showplace Terre Haute 12	Terre Haute	IN
20			
21	AMC (Loews) White Marsh 16	Baltimore	MD
22			
23	AMC (Loews) Star Grand Rapids 18	Grand Rapids	MI
24			
25	AMC Easton Town Center 30	Columbus	OH
26			
27	AMC Lennox Town Center 24	Columbus	OH
28			
	AMC Southroads 20	Tulsa	OK
	AMC River Park Square 20	Spokane	WA
	AMC (GCC) Mayfair Mall 18	Wauwautosa	WI

1 AMC (Kerasotes) Desert Star 15 Lake Delton WI

2 At the foregoing Other Specified Theaters, AMC shall make the
3 modifications specified below in § 4.4(A)(1) – (8). Unless otherwise expressly
4 provided in this Order, AMC shall not be required, when modifying an Auditorium
5 in an Other Specified Existing Theater in compliance with § 4.4, to make such
6 modifications in a manner that, as applicable, involves demolition (in whole or in
7 part) of Mini-Risers. For purposes of this Consent Order, if an Other Specified
8 Existing Theater, or Auditorium therein, is not listed below, AMC shall not be
9 required to make any changes to the Wheelchair Spaces or Companion Seats in
10 such Theaters, or Auditorium therein, so long as such seats otherwise comply with
11 §§ 3.1 – 3.6 of this Order.
12

13 (1) AMC Indian River (Vero Beach, FL)

- 14
- 15 • Auditoriums 1, 2, 3, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 22, 23 and 24: The Wheelchair Spaces and Companion Seats in these Auditoriums may remain in their respective locations provided they otherwise comply with §§ 3.1, 3.2 & 3.4 – 3.6 of this Consent Order.
16

17 (2) AMC (Kerasotes) Star Council Bluffs 17 (Council Bluffs, IA)

- 18
- 19 • Auditoriums 4 and 13: AMC shall relocate the four Wheelchair Spaces in the existing row at the base of the Stadium Section within the same row in order to provide one adjacent Companion Seat for each such Space.
20
21

- Auditoriums 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15 and 16: AMC shall relocate the four Wheelchair Spaces in the existing row at the base of the Stadium Section as needed within the same row in order to provide one adjacent Companion Seat for each such Space. AMC also shall remove a sufficient number of fixed seats in the preceding row to provide an accessible route to each Wheelchair Space.

(3) AMC (Kerasotes) Showplace Edwardsville 12 (Edwardsville, IL)

- Auditoriums 1 and 7: The Wheelchair Spaces and Companion Seats in these Auditoriums may remain in their respective locations provided they otherwise comply with §§ 3.1, 3.2(a), 3.2(c) & 3.4 – 3.6 of this Consent Order.
- Auditoriums 2, 4, 8 and 10: AMC shall move one Wheelchair Space from the first row to the third row of the Traditional Section. This relocated Wheelchair Space shall have one adjacent Companion Seat on the same floor level. The remaining Wheelchair and Companion Seats in may remain in their respective locations provided they otherwise comply with §§ 3.1, 3.2(a), 3.2(c) & 3.4 – 3.6 of this Consent Order.
- Auditoriums 3 and 9: AMC shall move two Wheelchair Spaces from the first row to the fifth row of the Traditional Section. Each of these relocated Wheelchair Spaces shall have one adjacent Companion Seat on the same floor level. The remaining Wheelchair and Companion Seats may remain in their respective locations provided they otherwise comply with §§ 3.1, 3.2(a), 3.2(c) & 3.4 – 3.6 of this Consent Order.
- Auditoriums 5 and 11: AMC shall move one Wheelchair Space from the first row to the fourth row of the Traditional Section. This relocated Wheelchair Space shall have one adjacent Companion Seat on the same floor level. The remaining

1 Wheelchair and Companion Seats may remain in their
2 respective locations provided they otherwise comply with
3 §§ 3.1, 3.2(a), 3.2(c) & 3.4 – 3.6 of this Consent Order.

- 4 • Auditoriums 6 and 12: AMC shall move one Wheelchair Space
5 from the first row to the third row of the Traditional Section.
6 This relocated Wheelchair Space shall have one adjacent
7 Companion Seat on the same floor level. The remaining
8 Wheelchair and Companion Seats may remain in their
9 respective locations provided they otherwise comply with
10 §§ 3.1, 3.2(a), 3.2(c) & 3.4 – 3.6 of this Consent Order.

11 (4) AMC (Kerasotes) Showplace South Bend 16 (South Bend, IN)

- 12 • Auditoriums 1, 2, 3, 4, 9, 10, 11 and 12: AMC shall move two
13 Wheelchair Spaces from the first row to the last row of the
14 Traditional Section. Each of these relocated Wheelchair Spaces
15 shall have one adjacent Companion Seat on the same floor
16 level.
- 17 • Auditoriums 5, 6, 7, 8, 13, 14, 15 and 16: AMC shall move one
18 Wheelchair Space from the first row to the last row of the
19 Traditional Section. This relocated Wheelchair Space shall
20 have one adjacent Companion Seat on the same floor level.
21 The remaining Wheelchair and Companion Seats may remain in
22 their respective locations provided they otherwise comply with
23 §§ 3.1, 3.2 & 3.4 - 3.6 of this Consent Order.

24 (5) AMC (Loews) White Marsh 16 (Baltimore, MD)

- 25 • Auditoriums 1, 2, 3, 9 and 14: AMC shall designate two fixed
26 seats, one at each end of row 3, as Companion Seats. AMC
27 shall also ensure that the ADA-Mandated Wheelchair and
28 Companion Seats otherwise comply with §§ 3.1 – 3.6 of this
Order.

- Auditorium 5: AMC shall remove the Mini-Risers in front of the Stadium Section (rows 3 and 4) to provide sufficient space to create a Cross-Aisle at the back of the Sloped-Floor Section. AMC shall relocate the existing ADA-Mandated Wheelchair and Companion Seats within the same row (row 4) in such a way as to ensure that each Wheelchair Space has one adjacent Companion Seat on the same floor level and that there is an accessible route to each Wheelchair Space that does not travel through any other Wheelchair Space. AMC also shall ensure that each of the six ADA-Mandated Wheelchair Spaces and their respective Companion Seats have an Unobstructed View of the screen pursuant to § 3.1 of this Order.

(6) AMC (Loews) Star Grand Rapids 18 (Grand Rapids, MI)

- Auditoriums 1, 2, 3, 8, 9 and 10: The Wheelchair Spaces and Companion Seats in these Auditoriums may remain in their respective locations provided they otherwise comply with §§ 3.1, 3.2(a) & 3.4 – 3.6 of this Consent Order.
- Auditoriums 4 and 7: AMC shall move two Wheelchair Spaces from the first row to the second row of the Traditional Section, which will result in four Wheelchair Spaces in this row. Each of these relocated Wheelchair Spaces shall have one adjacent Companion Seat on the same floor level. AMC also shall remove a sufficient number of fixed seats in the preceding row to ensure an Unobstructed View of the screen pursuant to § 3.1 of this Order for all Wheelchair and Companion Seats and to provide an accessible route to each Wheelchair Space.
- Auditoriums 11, 12 and 13: AMC shall move two Wheelchair Spaces to the third row of the Traditional Section. Each of these relocated Wheelchair Spaces shall have one adjacent Companion Seat on the same floor level. AMC also shall ensure that each of the four ADA-mandated Wheelchair and

1 Companion Seats in these Auditoriums have an Unobstructed
2 View of the screen pursuant to § 3.1 of this Order.

- 3
- 4 • Auditoriums 14 and 18: AMC shall move two Wheelchair
5 Spaces from the first row to the sixth row of the Traditional
6 Section. AMC also shall relocate the two Wheelchair Spaces in
7 the seventh row of the Traditional Section in such a way as to
8 ensure an Unobstructed View of the screen for the existing two
9 Wheelchair Spaces in row eight and to provide an accessible
10 route to these latter Spaces that does not travel through any
11 other Wheelchair Spaces. Each of these four relocated
12 Wheelchair Spaces shall have one adjacent Companion Seat on
13 the same floor level. AMC also shall ensure that each of the
14 four ADA-mandated Wheelchair and Companion Seats in these
15 Auditoriums have an Unobstructed View of the screen pursuant
16 to § 3.1 of this Order.
 - 17 • Auditorium 15: AMC shall relocate the two Wheelchair Spaces
18 in the fifth row of the Traditional Section in such a way as to
19 ensure an Unobstructed View of the screen for the existing two
20 Wheelchair Spaces in row six and to provide an accessible route
21 to these latter Spaces that does not travel through any other
22 Wheelchair Spaces. Each of these two relocated Wheelchair
23 Spaces shall have one adjacent Companion Seat on the same
24 floor level. AMC also shall ensure that each of the four ADA-
25 mandated Wheelchair and Companion Seats in this Auditorium
26 has an Unobstructed View of the screen pursuant to § 3.1 of this
27 Order.
 - 28 • Auditorium 16: AMC shall move two Wheelchair Spaces from
the first row to the second row of the Traditional Section. Each
of these relocated Wheelchair Spaces shall have one adjacent
Companion Seat on the same floor level. AMC also shall
ensure that each of the four ADA-mandated Wheelchair and

1 Companion Seats in this Auditorium has an Unobstructed View
2 of the screen pursuant to § 3.1 of this Order.

- 3 • Auditorium 17: AMC shall move two Wheelchair Spaces from
4 the first row to the eighth row of the Traditional Section. AMC
5 also shall relocate the two Wheelchair Spaces in the ninth row
6 of the Traditional Section in such a way as to ensure an
7 Unobstructed View of the screen for the existing two
8 Wheelchair Spaces in row ten and to provide an accessible
9 route to these latter Spaces that does not travel through any
10 other Wheelchair Spaces. Each of these four relocated
11 Wheelchair Spaces shall have one adjacent Companion Seat on
12 the same floor level. AMC also shall ensure that each of the
13 seven ADA-mandated Wheelchair and Companion Seats in this
14 Auditorium has an Unobstructed View of the screen pursuant to
15 § 3.1 of this Order.

16 (7) AMC Lennox Town Center 24 (Columbus, OH)

- 17 • Auditoriums 3, 5, 6, 8, 9, 10, 15, 16, 17, 19, 20 and 22: AMC
18 shall move one Wheelchair Space from the first row to the
19 second row of the Traditional Section. This relocated
20 Wheelchair Space shall have one adjacent Companion Seat on
21 the same floor level. AMC also shall ensure that this relocated
22 ADA-mandated Wheelchair and its respective Companion Seat
23 have an Unobstructed View of the screen pursuant to § 3.1 of
24 this Order. The remaining Wheelchair Spaces and Companion
25 Seats in these Auditoriums may remain in their respective
26 locations provided they otherwise comply with §§ 3.1, 3.2(a),
27 3.2(c) & 3.4 – 3.6 of this Consent Order.
- 28 • Auditoriums 4, 7, 11, 14, 18 and 21: AMC shall move one
Wheelchair Space from the first row to the third row of the
Traditional Section. This relocated Wheelchair Space shall
have one adjacent Companion Seat on the same floor level.
AMC also shall ensure that this relocated ADA-mandated
Wheelchair and its respective Companion Seat have an

1 Unobstructed View of the screen pursuant to § 3.1 of this
2 Order. The remaining Wheelchair Spaces and Companion Seats
3 in these Auditoriums may remain in their respective locations
4 provided they otherwise comply with §§ 3.1, 3.2(a), 3.2(c) &
5 3.4 – 3.6 of this Consent Order.

6 **(8) AMC (Kerasotes) Desert Star 15 (Lake Delton, WI)**

- 7
- 8 • Auditoriums “103” and “105”: AMC shall move two
9 Wheelchair Spaces from the first row to the last row of the
10 Traditional Section, which will result in four Wheelchair
11 Spaces in this row. Each of these relocated Wheelchair Spaces
12 shall have one adjacent Companion Seat on the same floor
13 level. AMC also shall remove a sufficient number of fixed
14 seats in the preceding row to ensure an Unobstructed View of
15 the screen pursuant to § 3.1 of this Order for all four
16 Wheelchair and Companion Seats and to provide an accessible
17 route to each Wheelchair Space.
 - 18 • Auditoriums “101”, “102”, “107” and “108”: AMC shall
19 relocate as needed the four Wheelchair Spaces in the second
20 row of the Traditional Section within the same row in order to
21 provide one adjacent Companion Seat for each such Space.
22 AMC also shall remove a sufficient number of fixed seats in the
23 row immediately behind the second row to provide an
24 accessible route to each Wheelchair Space.
 - 25 • Auditoriums Labeled as “New Theaters” 1, 2, 3, 4 and 5: AMC
26 shall relocate as needed the four Wheelchair Spaces in the last
27 row of the Traditional Section within the same row in order to
28 provide one adjacent Companion Seat for each such Space.
AMC also shall remove a sufficient number of fixed seats in the
preceding row to provide an accessible route to each
Wheelchair Space.

B. AMC Discretion to Re-Designate Other Specified Existing Theaters.

1 At any time during the term of this Consent Order, AMC shall be permitted,
2 at its discretion, to re-designate any of the fifteen Other Specified Existing
3 Theaters listed in § 4.4(A) as a Theater Without Neighbors, or, if then-located
4 within the geographical limits of an AMC Neighborhood Theater, as a
5 Neighborhood Theater. For purposes of this section, the term “geographical limits”
6 shall be deemed to include a 10-mile radius around each Neighborhood Theater,
7 Designated Neighborhood Theater, Newly Acquired Theater, Future Construction
8 Theater, or Theater Without Neighbors. AMC shall provide the Department with
9 written notice of its election to re-designate an Other Specified Existing Theater
10 and, in such notice, shall also inform the Department whether such Theater shall
11 thereafter be deemed a Theater Without Neighbors or a Neighborhood Theater.
12 Upon such re-designation, the former Other Specified Existing Theater thereafter
13 must comply, as applicable, with all respective requirements for Neighborhood
14 Theaters or Theaters Without Neighbors as set forth in §§ 4.2(B) & 4.3 of this
15 Order irrespective of any modifications otherwise specified in this section.
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21 C. AMC Discretion to Replace Former Other Specified Existing
22 Theaters. At any time during the term of this Consent Order, AMC shall be
23 permitted, at its discretion, to replace a former Other Specified Existing Theater by
24 designating another Newly Acquired Theater or Theater Without Neighbors as an
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1 Other Specified Existing Theater *provided that* such replacement would not result
2 in more than fifteen (15) Theater Complexes being designated as Other Specified
3 Existing Theaters at any one time. (In other words, replacement of former Other
4 Specified Existing Theaters with other Theater Complexes must be done on a one-
5 for-one basis.)
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8 **D. Notice and Consultation Regarding Replacement of Former Other**
9 **Specified Existing Theaters.** AMC shall provide the Department with written
10 notice of its election to replace a former Other Specified Existing Theater with
11 another Theater Complex (*i.e.*, Acquired Theater or Theater Without Neighbors).
12 The Parties shall thereafter have forty-five (45) days to consult in good faith
13 regarding the requisite accessibility modifications, if any, for such replacement
14 Other Specified Existing Theater. During these consultations, the Parties shall be
15 guided by an understanding that, absent unique circumstances, AMC will not be
16 required to satisfy accessibility requirements beyond those specified in § 4.2(B) of
17 this Order for any Theater Complex replacing a former Other Specified Existing
18 Theater. If the Parties mutually agree on the appropriate accessibility
19 modifications for such replacement Other Specified Existing Theater, then the
20 Department shall create a written Appendix listing the agreed-upon accessibility
21 modifications (if any) for such replacement Other Specified Existing Theater and
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1 such Appendix shall be deemed part of this Consent Order. If, on the other hand,
2 the Parties cannot agree on the appropriate accessibility modifications for such
3 replacement Other Specified Existing Theater prior to the end of the specified
4 consultation period, the Department thereafter shall provide written notice to AMC
5 within ten (10) days which specifies the accessibility modifications required for
6 such replacement Other Specified Existing Theater consistent with the terms of this
7 section. AMC shall have thirty days (30) days from receipt of the Department's
8 notice either: (a) to inform the Department of the withdrawal of its proposed
9 replacement of the former Other Specified Existing Theater with such Theater
10 Complex; or (b) to file a motion with the Court seeking an order to substitute its
11 proffered accessibility modifications for such replacement Other Specified
12 Existing Theater in lieu of the modifications specified in the Department's notice.
13 If AMC takes neither action within thirty days, then the modifications specified in
14 the Department's notice will be deemed accepted by AMC and incorporated into
15 the terms of this Consent Order.

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21 **4.5** Notice to Patrons of Modifications to Existing Theaters. At each
22 Existing Theater that requires accessibility modifications to comply with §§ 4.1 to
23 4.4 of this Order, AMC shall provide written notice to patrons upon completion of
24 such modifications. When these completed accessibility modifications result in
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1 Stadium-Style Auditorium(s) that are newly accessible for patrons who use
2 wheelchairs, then AMC's written notice shall inform patrons that such Theater
3 Complex has recently undergone ADA modifications that make the Stadium
4 Sections in certain Auditorium(s) accessible to patrons who use wheelchairs.
5 Otherwise, when these completed accessibility modifications do not result in newly
6 accessible Stadium Sections, AMC's written notice shall inform patrons that
7 certain Auditorium(s) in such Theater Complex have recently undergone
8 modifications to the placement and location of Wheelchair and Companion
9 Seating. AMC shall provide this written notice by posting the requisite
10 information: (i) at the box office or in the lobby of the Theater Complex, and (ii)
11 on AMC's website (www.amcentertainment.com) within the same section that
12 provides information for potential patrons of that Theater Complex. Notices
13 posted at the box office or lobby of a Theater Complex shall be maintained for a
14 period of not less than 90 days after completion of the accessibility modifications.
15 Notices posted on AMC's website shall be maintained for a period of not less than
16 six-months after completion of the accessibility modifications.
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23 **5. Newly Acquired Theaters**

24 For any Stadium-Style Theater Complex acquired by AMC after the
25 Effective Date of this Consent Order, AMC shall ensure that such Newly Acquired
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1 Theaters comply with the applicable requirements specified in § 5.1 - 5.4 below.

2 **5.1** Newly Acquired Theaters Located In the Fifth Circuit. If a Newly
3 Acquired Theater is located within the jurisdictional boundaries of the Fifth
4 Circuit, such Theater shall be deemed a Fifth Circuit Theater subject to the
5 requirements of § 4.1 of this Order.
6

7 **5.2** Newly Acquired Theaters Within Existing Neighborhood. If a Newly
8 Acquired Theater is located outside the jurisdictional boundaries of the Fifth
9 Circuit, but within the geographical limits of a Neighborhood identified pursuant to
10 § 4.2, AMC may, at its discretion: (a) elect to add this Newly Acquired Theater to
11 that Neighborhood, or (ii) seek to substitute this Newly Acquired Theater as the
12 Designated Neighborhood Theater for that Neighborhood after consultation with,
13 and approval by, the Department of Justice pursuant to the procedures set forth in
14 § 4.2(A)(6) of this Order. For purposes of this section, the “geographical limits” of
15 an existing Neighborhood shall be deemed to include a 10-mile radius around each
16 Neighborhood Theater and Designated Neighborhood Theater comprising the
17 Neighborhood. If AMC does not elect to seek such substitution of the Newly
18 Acquired Theater as the Designated Neighborhood Theater for the applicable
19 Neighborhood, or the Parties do not jointly agree to such substitute designation,
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1 AMC shall ensure that such Newly Acquired Theater otherwise complies with the
2 requirements specified in § 4.2(B) of this Order.

3 **5.3** Newly Acquired Theaters Outside Existing Neighborhoods. If a
4 Newly Acquired Theater is located outside both the jurisdictional boundaries of the
5 Fifth Circuit and the geographical limits of all AMC Neighborhoods formed
6 pursuant to § 4.2, AMC shall, as applicable, comply with the requirements
7 specified in §§ 5.3(A) or 5.3(B) below.
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9
10 **A.** AMC Discretion to Create New Neighborhood When Acquired
11 Theater Located In Close Proximity to Another AMC Stadium-Style Theater. If a
12 Newly Acquired Theater covered by § 5.3 is located within the geographical limits
13 of at least one other Newly Acquired Theater (whether acquired simultaneously or
14 during a separate transaction), Future Construction Theater, Theater Without
15 Neighbors, or Other Specified Existing Theater, AMC may, at its discretion, elect
16 to create a “new” AMC Neighborhood that shall be governed by § 4.2 of this
17 Consent Order. For purposes of this section, the term “geographical limits” shall
18 be deemed to include a 10-mile radius around each Newly Acquired Theater,
19 Future Construction Theater, Theater Without Neighbors or Other Specified
20 Existing Theater. In the event AMC elects to create a new Neighborhood, AMC
21 shall notify the Department in writing within 30 days of such election and identify
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1 the Designated Neighborhood Theater for this Neighborhood. For any new
2 Neighborhood created under this section, the Designated Neighborhood Theater
3 shall comply with the requirements specified in § 4.2(A) of this Order, and the
4 Neighborhood Theater(s) shall comply with the requirements specified in § 4.2(B)
5 of this Order. If AMC elects not to create a new Neighborhood, then the Newly
6 Acquired Theater shall be subject to § 5.3(B) of this Order.
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9 **B. Newly Acquired Theaters Located Outside Neighborhoods.** If a
10 Newly Acquired Theater is located outside the jurisdictional boundaries of the
11 Fifth Circuit, as well as outside all AMC Neighborhoods formed in accordance
12 with §§ 4.2 or 5.3(A), such Newly Acquired Theater shall be subject to the
13 requirements set forth in §§ 5.3(B)(1)-(3) below.
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16 (1) **Theaters With “Early” Opening Dates**

17 If a Newly Acquired Theater subject to § 5.3(B) had a certificate of
18 occupancy issued prior to the Agreed Date, and no Auditorium therein
19 underwent an alteration within the meaning of (and subject to any limitations
20 in) 42 U.S.C. § 12183(a)(2) subsequently for which a certificate of
21 occupancy was issued on or after the Agreed Date, then AMC shall ensure
22 that such Theater complies with the requirements set forth in § 4.2(B) of this
23 Order.
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1 (2) Theaters With Both “Early” and “Later” Opening Dates

2 If a Newly Acquired Theater subject to § 5.3(B) has a certificate of
3 occupancy issued prior to the Agreed Date, but one or more Auditorium(s)
4 therein underwent an alteration within the meaning of (and subject to any
5 limitations in) 42 U.S.C. § 12183(a)(2) subsequently for which a certificate
6 of occupancy was issued between the Agreed Date and the date of
7 acquisition by AMC, then AMC shall ensure that the altered Auditorium(s)
8 in such Theater comply with the requirements set forth in § 4.3 of this Order,
9 ***provided, however,*** that for purposes of this subsection only, AMC shall
10 ensure that no less than 20% of these altered Auditoriums have Wheelchair
11 and Companion Seats located in the Stadium Section; the remaining
12 (unaltered) Auditoriums in such Newly Acquired Theater shall comply with
13 the requirements set forth in § 4.2(B) of this Order.
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19 (3) Theaters With “Later” Opening Dates

20 If a Newly Acquired Theater subject to § 5.3(B) had a certificate of
21 occupancy issued on or after the Agreed Date (but prior to the date of
22 acquisition by AMC), then AMC shall ensure that such Theater complies
23 with the requirements set forth in § 4.3 of this Order, ***provided, however,***
24 that for purposes of this subsection only, AMC shall ensure that no less than
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1 20% of the Auditoriums in such Theater have Wheelchair and Companion
2 Seats located in the Stadium Section.

3 **5.4** Notice to Patrons of Modifications to Newly Acquired Theaters. At
4 each Newly Acquired Theater that requires accessibility modifications to comply
5 with §§ 5.1 to 5.3, AMC shall provide written notice to patrons upon completion of
6 such modifications. When these completed accessibility modifications result in
7 Stadium-Style Auditorium(s) that are newly accessible for patrons who use
8 wheelchairs, then AMC's written notice shall inform patrons that such Theater
9 Complex has recently undergone ADA modifications that make the Stadium
10 Sections in certain Auditorium(s) accessible to patrons who use wheelchairs.
11 Otherwise, when these completed accessibility modifications do not result in newly
12 accessible Stadium Sections, AMC's written notice shall inform patrons that
13 certain Auditorium(s) in such Theater Complex has recently undergone
14 modifications to the placement and location of Wheelchair and Companion
15 Seating. AMC shall provide this written notice by posting the requisite
16 information (a) at the box office or in lobby of the Theater Complex, and (b) on
17 AMC's website (www.amcentertainment.com) within the section providing movie
18 information for potential patrons of that Theater Complex. Notices posted at the
19 box office or lobby of a Newly Acquired Theater shall be maintained for a period
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1 of not less than 90 days after completion of the accessibility modifications.

2 Notices posted on AMC's website shall be maintained for a period of not less than
3 six months after completion of the accessibility modifications.
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5 **6. Standards for Future Construction Theaters**

6 All Future Construction Theaters shall comply with the requirements set
7 forth in §§ 6.1 – 6.4 below.
8

9 **6.1 Unobstructed View of the Screen.** Wheelchair and Companion Seats
10 shall provide patrons in these Seats with an Unobstructed View of the screen.
11

12 **6.2 Integration of Wheelchair Spaces.** Wheelchair Spaces shall be
13 integrated into their respective row of seats and shall not be separated by any aisle
14 or other break from the other seats in the same row. Wheelchair Spaces shall be on
15 the same floor level as other seats in the same row.
16

17 **6.3 Relationship of Wheelchair and Companion Seating.** Wheelchair
18 Spaces shall have at least one adjacent Companion Seat (*i.e.* 1:1 ratio). Wheelchair
19 Spaces and Companion Seats also shall be on the same floor level as other seats in
20 the same row.
21

22 **6.4 Location of Accessible Seating In Stadium Section.** AMC shall locate
23 all ADA-Mandated Wheelchair Spaces and Companion Seats in Stadium-Style
24 Auditoriums within Future Construction Theaters on a Riser or Cross-Aisle in the
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1 Stadium Section and in compliance with the criteria set forth below in §§ 6.4(A) –
2 (B).

3 **A. Theaters Permitted Before Effective Date of Revised ADA Rules.** If
4 the date on which the last application for a building permit or permit extension for
5 any Future Construction Theatre is certified as complete by a state, county, or local
6 government (or, in those jurisdictions where the government does not certify
7 completion of permit applications or extensions, is received by the state, county or
8 local government) falls before March 15, 2012 (*i.e.*, eighteen months from the date
9 of publication of the Department of Justice’s revised ADA regulations in the
10 Federal Register), see 28 C.F.R. § 36.406(a), then all ADA-mandated Wheelchair
11 and Companion Seats in Stadium-Style Auditoriums in such Theatre shall be
12 located:
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17 (1) in the rear 60% of seats provided in the Auditorium;

18 (2) in the area of the Auditorium in which vertical viewing angles (as
19 measured to the top of the screen) are from the 50th to the 100th percentile of
20 vertical viewing angles for all seats as ranked from the seats in the first row (1st
21 percentile) to seats in the back row (100th percentile);
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24 (3) in the area of the Auditorium in which vertical viewing angles (as
25 measured to the top of the screen) for the Wheelchair Spaces are equivalent to, or
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1 less than, the average vertical viewing angle provided for other members of the
2 general public seated in all fixed seating in that Auditorium; or

3 (4) in compliance with § 36.406(f)(4) of the revised ADA regulations (to
4 be codified at 28 C.F.R. § 36.406(f)(4)).

6 **B. Theaters Permitted After Effective Date of Revised ADA Rules.** If
7 the date on which the last application for a building permit or permit extension for
8 any Future Construction Theatre is certified as complete by a state, county, or local
9 government (or, in those jurisdictions where the government does not certify
10 completion of permit applications or extensions, is received by the state, county or
11 local government) falls on or after March 15, 2012, then AMC shall locate all
12 ADA-Mandated Wheelchair and Companion Seats in Stadium-Style Auditoriums
13 in such Theatre in compliance with § 36.406(f)(4) of the revised ADA regulations
14 (to be codified at 28 C.F.R. § 36.406(f)(4)), and shall also comply with §§ 221.2,
15 221.3, 802.2 and 803.3 of the 2010 Standards (codified at 36 C.F.R., pt. 1191), as
16 applicable.
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21 **7. Required Time Frames for Implementation of Consent Order**

22 **7.1 Modifications to Existing Theaters.** Except as provided in § 7.2
23 below, modifications to Existing Theaters required by § 4 of this Consent Order
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1 shall be completed within five years of the Effective Date, consistent with the
2 following:

3 **A.** One-fifth (1/5) of the Theaters Complexes shall have modifications
4 completed within the first 12 months from the Effective Date of this Consent
5 Order;

6 **B.** Two-fifths (2/5) of the Theaters Complexes shall have modifications
7 completed within the first 24 months from the Effective Date of this Consent
8 Order;

9 **C.** Three-fifths (3/5) of the Theaters Complexes shall have modifications
10 completed within the first 36 months from the Effective Date of this Consent
11 Order;

12 **D.** Four-fifths (4/5) of the Theaters Complexes shall have modifications
13 completed within the first 48 months from the Effective Date of this Consent
14 Order; and

15 **E.** Modifications to all Theater Complexes shall be completed within 60
16 months from the Effective Date of this Consent Order.

17 **7.2** Expedited Modifications to Certain Existing Theaters. Within twelve
18 (12) months of the Effective Date of this Order, AMC shall complete any
19 modifications required under the terms of this Order at the following Existing

1 Theaters: Ahwatukee 24 (Phoenix, AZ); Arizona Center 24 (Phoenix, AZ);
2 Arrowhead 14 (Glendale, AZ); Creve Coeur 12 (Creve Coeur, MO); Covina 30
3 (Covina, CA); Deer Valley 30 (Phoenix, AZ); Esplanade 14 (Phoenix, AZ);
4 Norwalk 20, CA (Norwalk, CA); Ontario Mills 30 (Ontario, CA); and Promenade
5 16 (Woodland Hills, CA). AMC may complete the modifications at these Theaters
6 in any order, and all such modifications shall be included in, and considered part
7 of, the modification time frames set forth in §§ 7.1(A) – (E) above.
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9
10 **7.3 Modifications to Newly Acquired Theaters.** AMC shall complete all
11 modifications to Newly Acquired Theaters required under §§ 5.1 – 5.3 prior to the
12 end of the term of this Order. AMC shall complete such modifications
13 proportionally over the period of time remaining between the completion date of
14 the transaction in which such Theater (or group of Theaters) were acquired and the
15 latter to occur of (a) the end of the term of this Order or (b) one year from such
16 transaction completion date.
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20 **7.4 Future Construction Theater Requirements.** The requirements set
21 forth in § 6 of this Consent Order for Future Construction Theaters shall take effect
22 immediately upon the Effective Date of this Order.
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1 **8. Annual Reports and Other Compliance Matters**

2 **8.1** AMC Annual Reports. Twelve months after the Effective Date, and
3 every twelve months thereafter for the term of this Order, AMC shall provide
4 annual written reports to the Department of Justice that (a) detail modifications to
5 Existing and Newly Acquired Theaters completed during the preceding annual
6 period, and (b) identify the opening, closing, sale, or acquisition of any Stadium-
7 Style Theaters during the preceding annual period. These annual reports shall
8 include sufficient documentation to permit the Department to verify, as applicable,
9 either: (a) the nature and extent of completed modifications to Auditoriums in
10 Existing Theaters or Newly Acquired Theaters to bring them into compliance with
11 this Order; or (b) the compliance of Auditoriums in Existing Theaters or Newly
12 Acquired Theaters for which no modifications were necessary to comply with this
13 Order. Such documentation shall include, when available: architectural plans;
14 shop drawings; and, photographs. AMC may, at its discretion, submit any portion
15 of these annual reports and supporting documentation in any standard (open)
16 digital format such as Adobe PDF or JPEG image files.

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23 **8.2** Inspection of Covered Theaters. Throughout the term of this Consent
24 Order, Department of Justice representatives may, upon reasonable notice, inspect
25 any AMC Stadium-Style Theater covered by this Consent Order. Such inspections

1 shall be conducted during non-show times within ten (10) business days of the
2 Department's notice and shall be limited to areas or matters relating to the
3 requirements set forth in this Order. AMC may, at its discretion, elect to have a
4 corporate representative and/or legal counsel present at any such inspection.
5

6 **8.3** Procedures for Resolving Compliance Issues. The Department of
7 Justice may review AMC's compliance with this Consent Order at any time. If the
8 Department believes that AMC is not in compliance with any material term of this
9 Order, the Department shall notify AMC in writing of the alleged noncompliance
10 and attempt to seek a reasonable resolution of the matter. AMC shall have sixty
11 (60) days in which to respond to the Department's written notice with objections
12 and/or schedule for correction of agreed-upon deficiencies. The Parties thereafter
13 shall have sixty (60) days in which to reach a mutually agreeable resolution of the
14 compliance matters identified in the Department's written notice. If the Parties are
15 unable to reach a resolution within this time period, the Department may, at its
16 discretion, seek appropriate relief from this Court. The Parties hereby agree to use
17 their respective best efforts to resolve disputes regarding compliance or
18 enforcement of this Order without resort to judicial resolution. Therefore, the
19 Parties presently anticipate that resort to judicial dispute resolution will
20 infrequently (if ever) occur during the term of this Order. Failure by the
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1 Department to seek enforcement of this entire Consent Order, or any provision or
2 deadline herein, shall not be construed as a waiver of the Department's right to
3 enforce other provisions or deadlines in this Order.
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5 **8.4** Delivery of Notice to the Parties. All written notices and reports
6 required by this Consent Order shall be sent to the Parties, or such other person as
7 the Parties may designate in writing in the future, by overnight delivery and by
8 electronic mail to the following addresses:
9

10 **For notices to the Department of Justice:**

11 John L. Wodatch, Chief
12 Disability Rights Section
13 Civil Rights Division
14 United States Department of Justice
15 1425 NY Ave Bldg. - Rm. 4039
16 950 Pennsylvania Avenue, NW
17 Washington, DC 20530
18 john.wodatch@usdoj.gov

19 Gretchen Jacobs
20 Senior Trial Attorney
21 Disability Rights Section
22 Civil Rights Division
23 United States Department of Justice
24 1425 NY Ave Bldg. - Rm. 4043
25 950 Pennsylvania Avenue, NW
26 Washington, DC 2053
27 gretchen.jacobs@usdoj.gov
28

1 **For notices to AMC Entertainment, Inc. and America Multi-Cinema,**
2 **Inc.:**

3 Kevin M. Connor
4 Senior Vice President, Legal
5 920 Main Street
6 Kansas City, MO 64105

7 Edwin F. Gladbach
8 Vice President, Legal
9 920 Main Street
10 Kansas City, MO 64105

11 Laura M. Franze
12 Hunton & Williams LLP
13 550 South Hope Street – Suite 2000
14 Los Angeles, CA 90071

15 **9. Monetary Relief for DOJ Complainants**

16 **9.1 AMC Monetary Payment.** AMC shall provide monetary
17 compensation to DOJ Complainants in an amount not to exceed \$50,000.00.

18 **9.2 Identification of DOJ Complainants.** The United States shall have
19 sole discretion to determine the individual DOJ Complainants and their respective
20 monetary compensation. Within one-hundred and eighty (180) days of the
21 Effective Date, the United States shall provide to AMC, for each respective DOJ
22 Complainant: a name and mailing address; an executed release form (a blank
23 version of which is attached as Appendix F); and, the amount of his or her
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1 respective monetary award. The United States may, at its discretion, provide AMC
2 with the foregoing information on either a rolling basis or a one-time basis within
3 this six-month period. As specified in § 9.1 above, AMC's total monetary
4 obligation to DOJ Complainants shall not exceed \$50,000.00.
5

6 **9.3 Disbursement of Checks.** Within thirty (30) days of receiving the
7 information specified in § 9.2 above regarding a DOJ Complainant, AMC shall
8 send to that DOJ Complainant, by Registered Mail, a check for the full amount of
9 his or her respective monetary award. AMC shall make such checks payable to the
10 respective DOJ Complainant who executed the release, or on whose behalf the
11 release was executed. Additionally, simultaneous with this mailing, AMC also
12 shall provide the United States with courtesy copies of the Registered Mail receipt
13 and check mailed to each DOJ Complainant.
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17 **10. Payment to the United States**

18 Within thirty (30) days of the Effective Date, defendants AMC
19 Entertainment Inc. and American Multi-Cinema, Inc. shall each make a payment in
20 the amount of twelve thousand and five hundred dollars (\$12,500) to the United
21 States pursuant to 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3)(i).
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1 **11. Miscellaneous Provisions**

2 **11.1 Entire Consent Order.** This Consent Order and its exhibits and
3 appendices constitute the entire agreement between the Parties on the matters
4 raised herein, and no other statement, promise, or agreement, either written or oral,
5 made by any of the Parties or agents of any of the Parties, that is not expressly set
6 forth in this Order, shall be enforceable regarding the matters raised herein.
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9 **11.2 Public Document.** This Consent Order is a public document. A copy
10 of this Order, and any information incorporated herein, may be made available to
11 any person.
12

13 **11.3 Consent Order Binding on Parties and Successors in Interest.** This
14 Consent Order is binding on the United States, AMC, and any successors in
15 interest. AMC shall have an affirmative duty to notify any successors in interest to
16 any property, liabilities, or interests covered by this Consent Order of the existence
17 and terms of this Order.
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20 **11.4 Other Companies Or Claimants.** Except as provided in § 11.3 above,
21 the terms of this Consent Order shall not apply to any movie theater company or
22 circuit other than AMC. No persons or entities other than the Parties shall have
23 standing to enforce any provision in this Consent Order.
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26 **11.5 Term of the Consent Order.**

1 **A.** This Consent Order shall remain in full force and effect for a period of
2 five (5) years commencing on the Effective Date. The Court shall retain
3 jurisdiction to enforce provisions of this Consent Order during the entire term of
4 this Order.
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6 **B.** AMC may, at its discretion, seek the Department's consent to renew
7 this Consent Order for an additional period of not more than five (5) years beyond
8 the five-year initial term. AMC shall notify the Department in writing of any such
9 renewal request at any time after the fourth (4th) year of the term of this Order.
10

11 The Department shall not unreasonably withhold or delay its consent for renewal
12 of the Consent Order so long as AMC, at the time of its request, is not materially
13 non-compliant with its obligations under this Order. If the Department has not
14 responded within fifteen (15) days of receiving a renewal request from AMC or
15 otherwise withholds its consent for renewal, AMC may seek an order from the
16 Court extending this Consent Order for an additional period of not more than five
17 (5) years. Any renewal term for the Consent Order shall be governed by the same
18 substantive terms and conditions as specified in this Order unless the Parties
19 mutually agree to modify such terms or conditions.
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24 **11.6 Severability.** If any nonmaterial term of this Consent Order is
25 determined by any court to be unenforceable, the other terms of this Order shall
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1 nonetheless remain in full force and effect, unless it is determined that the
2 provisions deemed unenforceable consist of material provisions which amounted to
3 the original consideration for the adversely affected party in entering into this
4 Consent Order.
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6 **11.7 Signatories Bind Parties.** Signatories on behalf of the Parties
7 represent that they are authorized to bind the Parties to this Consent Order.
8

9 **11.8 Force Majeure.** Whenever a day is appointed in this Consent Order
10 on which, or a period of time is appointed within which, either Party is required to
11 do or complete any act, matter, or thing, the time for doing or completion thereof
12 shall be extended by a period of time equal to the number of days on or during
13 which either Party is prevented from, or is unreasonably interfered with, the doing
14 or completion of such act, matter, or thing as a result of strikes, lock-outs,
15 embargoes, unavailability of labor or materials, wars, insurrections, rebellions,
16 declarations of national emergencies, acts of God, or other causes beyond the
17 reasonable control of the Party. Financial inability to satisfy the terms of the Order
18 does not fall within the exceptional circumstances covered by this subsection that
19 warrant additional time for performance.
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24 **11.9 No Protection for Theaters Not Covered by Consent Order.** The
25 Consent Order provides no legal protection for, nor releases any potential ADA
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1 liability with respect to, any Stadium-Style Theater Complex constructed,
2 purchased, leased, or acquired by AMC that is not covered by the terms of this
3 Order.
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1 DATED: November 18, 2010

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3 Respectfully submitted,

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5 THOMAS E. PEREZ

6 Assistant Attorney General

7 Civil Rights Division

8 SAMUEL BAGENSTOS

9 Deputy Assistant Attorney General

10 Civil Rights Division

11 ANDRÉ BIROTTE, Jr.

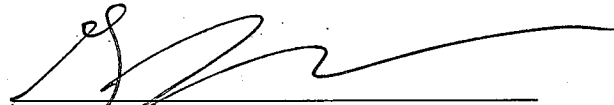
12 United States Attorney

13 JOHN L. WODATCH, Chief

14 PHILIP L. BREEN, Special Legal Counsel

15 RENEE M. WOHLNHAUS, Deputy Chief

16 Disability Rights Section

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19 GRETCHEN E. JACOBS

20 PHYLLIS COHEN

21 Disability Rights Section

22 Civil Rights Division

23 U.S. Department of Justice

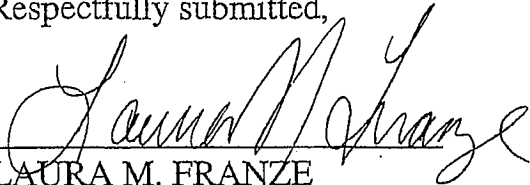
24 Counsel for Plaintiff

25 United States of America

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DATED: November 12, 2010

Respectfully submitted,



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Cinema, Inc. and AMC Entertainment Inc.

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Pursuant to stipulation and for good cause shown herein, IT IS SO ORDERED.

DATED: November __, 2010

Hon. S. JAMES OTERO
United States District Court