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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED, on behalf of itself and all others similarly situated, ANGELA GRIFFITH, on behalf of herself and all others similarly situated, LISAMARIA MARTINEZ, on behalf of herself and all others similarly situated, JOSH SAUNDERS, on behalf of himself and all others similarly situated, SHANA RAY, on behalf of herself and all others similarly situated, AND JENNIFER WESTBROOK, on behalf of herself and all others similarly situated,

Plaintiffs,

v.

REDBOX AUTOMATED RETAIL, LLC,
AND SAVE MART SUPERMARKETS,

Defendants.

Case No. C12-00195 PJH

**CLASS SETTLEMENT AGREEMENT
AND RELEASE**

Date: _____, 2013

Judge: Hon. Phyllis J. Hamilton

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Redbox Automated Retail, LLC and
Save Mart Supermarkets

1. Introduction and Recitals

1.1 This Settlement Agreement (together with all exhibits, the “Agreement”) is entered into by and between Redbox Automated Retail, LLC (“Redbox”) and Save Mart Supermarkets (“Save Mart”) and The Lighthouse for the Blind and Visually Impaired (“The Lighthouse”), Angela Griffith, Lisamaria Martinez, Josh Saunders, Shana Ray, and Jennifer Westbrook (collectively, the “Individual Named Plaintiffs) (together, The Lighthouse and the Individual Named Plaintiffs are the “Named Plaintiffs”), individually and on behalf of themselves and a class of persons similarly situated. Redbox, Save Mart, and the Named Plaintiffs (individually and on behalf of the Settlement Class, defined herein) shall each be referred to as a “Party” and shall jointly be referred to as “Parties.”

1.2 Named Plaintiffs filed a class action complaint against Redbox and Save Mart in United States District Court for the Northern District of California on January 12, 2012 (the “Lawsuit”). The Lawsuit was assigned the civil action number C12-00195 and was assigned to the Honorable Phyllis J. Hamilton.

1.3 Named Plaintiffs alleged that Redbox Kiosks, some of which appear in Save Mart stores, violated the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*, the Disabled Persons Act, California Civil Code §§ 54 *et seq.*, and the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, in that they were not independently accessible to persons who are blind or visually-impaired. The Named Plaintiffs sought injunctive and monetary relief.

1.4 Defendants Redbox and Save Mart have denied and continue to deny the Named Plaintiffs’ claims and any liability.

1.5 The Parties have engaged in multiple mediation sessions and settlement negotiations over the course of nearly two years, including multiple in-person meetings and the involvement of technology experts. The Named Plaintiffs and Class Counsel believe that their

claims have substantial merit and that they would meet the standards for class certification. Defendants have asserted various defenses, including the extent to which Save Mart is a proper party and the extent to which the asserted laws apply to Redbox Kiosks. Defendants also have asserted that the claims are inappropriate for class certification. Both parties, however, have considered that ultimate outcome on the merits is uncertain, and have considered the length and expense of continued proceedings without settlement.

1.6 The Parties therefore now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations of the Named Plaintiffs and the Settlement Class, and to resolve their differences and disputes by settling the Lawsuit. For purposes of this Agreement, Defendants stipulate to the definition of the Settlement Class, to the Named Plaintiffs serving as Class Representatives, and to Class Counsel serving as counsel to the Class. The Named Plaintiffs and Class Counsel acknowledge that they desire to settle on the terms and provisions in this Agreement and believe it is fair, reasonable, and adequate and in the best interests of the Named Representatives and the Settlement Class.

1.7 The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

2. **No Admission of Liability.** By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Redbox or Save Mart, direct or indirect, express or implied, that either has violated the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*, the Disabled Persons Act, California Civil Code §§ 54 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, or any other federal, state, or local law, regulation, order, or rule.

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

3.1 “Alternative Text” means a textual description of the content and function of a non-textual element on an Internet webpage that screen reading technology can perceive. Non-textual elements of Internet webpages include, but are not limited to, graphics, graphical links, and buttons.

3.2 “Claims Administrator” means Kurtzman Carson LLC (“KCC”) and its employees, and agents, which was selected by the Parties to administer and process claims in accordance with Sections 10-11 herein.

3.3 “Claims Form” means the form attached as Exhibit A or materially identical thereto.

3.4 “Claims Form Instructions” means the form attached as Exhibit B or materially identical thereto.

3.5 “Class Counsel” means Disability Rights Advocates and the Law Offices of Jay Koslofsky.

3.6 “Claims Period” means ninety (90) days from the deadline for notice to the Settlement Class in accordance with Section 10 herein and which will be set by the Court as part of the Preliminary Approval and Scheduling Order.

3.7 “Court” means the U.S. District Court for the Northern District of California.

3.8 “Cy Pres Fund” means any amount remaining in the Damages Fund after the payments described in Section 11.5-11.8 below.

3.9 “Dispute Resolution” means the process described in Section 13 herein.

3.10 “Effective Date” means the date by which all of the following have occurred:

- a. The Parties have executed the Settlement Agreement.
- b. The Parties have submitted to the Court and the Court has entered the following: (a) the Preliminary Approval and Scheduling Order, and (b) the Judgment and Order of Final Approval; and
- c. The Judgment has become final and is no longer subject to appeal or review, with the exception that the injunctive relief to the Settlement Class under Section 7 of this Agreement shall become effective pursuant to the terms of paragraph 7.3.

3.11 “Eligible Claimant” means a Settlement Class Member who has a Valid Claim and who does not opt out from the monetary portion of this Agreement.

3.12 “Fairness Hearing” means a hearing held by the Court before Final Approval and after Notice, the Claims Period, the deadline to object and opt-out, and any responses to any objections have been filed with the Court.

3.13 “Final Approval” means the approval of this Agreement by a United States District Court judge under Federal Rule of Civil Procedure 23(e) after Notice to the Settlement Class and a Fairness Hearing.

3.14 “Kiosk” means a Redbox-branded automated kiosk that dispenses standard format DVDs, Blu-ray discs, or video games.

3.15 “Legally Blind” individuals include all persons with visual impairments who meet the legal definition of blindness in that they have a visual acuity with correction of less than or equal to 20 x 200 in the better eye, or they have a visual field limitation such that the widest diameter of the visual field, in the better eye, subtends an angle no greater than 20

degrees, as measured with a Goldmann III4e or equivalent size stimulus. Some people who meet this definition have limited vision. Others have no vision.

3.16 “Media” means any product available for rent at a Redbox-branded Kiosk, including standard format DVDs, Blu-ray discs, or video games.

3.17 “Notice” means notice of this agreement as provided in Section 10 herein, including Notice to the Settlement Class regarding the terms of this Settlement Agreement, attached as Exhibits C (the Long Form Notice) and D (the Short Form Notice) or materially identical thereto, and opt out, objection and claims procedures pursuant to Sections 10-12 herein.

3.18 “Preliminary Approval” means the initial approval by the Court of the terms of this agreement, which shall occur prior to any Notice being provided to the Settlement Class in accordance with Section 10 herein. A draft Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Certifying Settlement Class; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval is attached as Exhibit E.

3.19 “Redbox” means Redbox Automated Retail, LLC, and any of its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities of Redbox Automated Retail, LLC.

3.20 “Save Mart” means Save Mart Supermarkets, and any of its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities of Save Mart Supermarkets.

3.21 “Settlement Class” means all Legally Blind individuals who, due to the visual interface utilized at the Redbox Kiosks located in California, attempted but were unable to access the products or services available at Redbox Kiosks located in California or were deterred from accessing those products or services at the Redbox Kiosks in California, between January 12, 2010 and the end of the Claims Period.

3.22 “Settlement Class Member” means any member of the Settlement Class.

3.23 “Settlement Website” means the website created by the claims administrator for the purpose of administering this agreement. This website shall contain information for class members relating to the proposed settlement and claims process as well as a mechanism for on-line submission of claim forms or requests to opt out for purposes of participation in the monetary portion of the settlement.

3.24 “Valid Claim” means that a Legally Blind individual in California, between January 12, 2010 and the end of the Claims Period, attempted to access the goods and services offered at Redbox Kiosks but was unable to because of the visual interface, or had actual knowledge of the visual interface utilized by the Redbox Kiosks and, as a result, was deterred from accessing the goods and services at the Redbox Kiosk on a particular occasion, provided that such attempt and/or incident is documented in a Claim Form that is signed and timely submitted in accordance with Section 11 herein.

4. **Conditions Precedent.** This Agreement shall be conditioned upon and shall be effective only upon the occurrence of all of the following events.

4.1 Class Counsel and Redbox have moved jointly for, and the Court has entered, an order granting Preliminary Approval of this Agreement.

4.2 Upon Preliminary Approval of this Agreement and approval of the Notice and the procedures for providing Notice, Notice has been provided to the Settlement Class in accordance with such procedures.

4.3 A Fairness Hearing has been held in accordance with Federal Rule of Civil Procedure 23(e)(2).

4.4 The Court has granted Final Approval of this Agreement, dismissed the claims of the Lawsuit in accordance with the terms set forth herein after a Fairness Hearing has been conducted (subject to the Court's retaining jurisdiction pursuant to Section 16 herein). All such orders and approvals have become final and non-appealable.

5. **Settlement Purposes Only.** This Agreement is for settlement purposes only. Neither the fact of, nor any term or provisions contained in, this Agreement or its exhibits, nor any action taken under it shall constitute, be construed as, or be admissible in evidence as (1) any admission of the validity of any claim or fact alleged by the Named Plaintiffs and Settlement Class in this Lawsuit or any other pending or subsequently filed action; (2) evidence of any wrongdoing, fault, violation of law, or liability of any kind by either Redbox or Save Mart; (3) an admission by either Redbox or Save Mart of any claim or allegation made in this Lawsuit or any action; nor (4) admission by the Named Plaintiffs, Settlement Class, or Class Counsel of the validity of any fact or defense asserted against them in the Lawsuit or any action.

6. **Term of Agreement.** This Agreement shall have a term ("Term") that expires forty-two (42) months after the Effective Date of the Agreement.

7. **Injunctive Relief to the Settlement Class**

7.1 Existing Redbox Kiosks. In accordance with the provisions in this Agreement, and for the purpose of making them accessible to Settlement Class Members, Redbox shall modify all Redbox Kiosks in the State of California as follows (hereafter the "Nonvisual User Interface").

7.1.1 Addition of a tactile keypad. Redbox will add a tactile keypad, which shall enable Settlement Class Members to navigate through and read the on-screen text

and interact with the on-screen controls that enable the browsing, renting, paying for, pick-up, and return of media without the use of the Kiosk's touchscreen or any other visual interface, and to control the volume and speed (except mid-sentence) of the text-to-speech output.

7.1.2 Addition of a headphone jack. Redbox will add a 3.5mm headphone jack that will autonomously detect a Kiosk's text-to-speech features when compatible headphones are connected to it. Redbox will not be responsible for providing compatible headphones to Settlement Class Members or other consumers; and

7.1.3 Addition of text-to-speech output. Redbox will add text-to-speech output, via audio through the headphone jack, to convey the text and controls necessary to browse, rent, pay for, pick-up, and return Media, including all textual synopsis of any Media, and to present any sales or discounts offered by Redbox with respect to Media that Redbox makes available to sighted customers at that Kiosk using its visual interface. Redbox is not required to add text-to-speech output for any advertising of third-party products and services which does not impact the price of the transaction at the time of the transaction. Third-party advertisements shall not interfere with a customer's ability to browse, rent, pay for, pick up, and return Media at the Kiosks using the Nonvisual User Interface.

7.2 Before developing a prototype, Redbox shall meet and confer with the Named Plaintiffs and Class Counsel to present Redbox's intended design of Nonvisual User Interface to the Named Plaintiffs and Class Counsel and to obtain their feedback on that design. On or before the earlier of the following two dates: (1) eighteen (18) months after Final Approval of this Agreement, or (2) within one (1) month after the functional prototype is complete, Redbox will present a functional prototype of the Nonvisual User Interface. Redbox must obtain the Named Plaintiffs' approval of the functional prototype of the Nonvisual User Interface for Redbox Kiosks before Redbox begins to modify any Kiosks in California pursuant to this Agreement. The Named Plaintiffs will not unreasonably withhold such approval. Any dispute

regarding the Nonvisual User Interface shall be subject to the dispute resolution process described in Section 13.

7.3 Redbox shall modify one Redbox Kiosk at each Kiosk location in California in accordance with Section 7 of this Agreement within twenty-four (24) months of Final Approval of this Agreement. Redbox shall modify all Redbox Kiosks in California in accordance with Section 7 of this Agreement within thirty (30) months of Final Approval of this Agreement. If there is an appeal of the Final Approval that specifically targets the injunctive relief, and Redbox in good faith believes that modifying the deadlines for implementing the injunctive relief is necessary in light of this appeal, Redbox shall be entitled to delay the processes and deadlines described in Sections 7.1, 7.2 and 7.3 until after the Effective Date, but will complete all of the modifications described in Section 7.1 at all Redbox Kiosks in California within eighteen (18) months of the Effective Date or within thirty (30) months of Final Approval, whichever is later.

7.4 New Redbox locations. Redbox shall ensure that, beginning three (3) months after the functional prototype referenced in Paragraph 7.2 is approved by Plaintiff, if any Redbox Kiosks are made available in California at new locations not otherwise covered by paragraph 7.3 and for use by members of the general public, those Redbox Kiosks shall possess the Nonvisual User Interface described in paragraph 7.1 that enables Settlement Class Members to independently rent, browse, pay for, return, and pick-up Media at Redbox Kiosks.

7.5 Redbox will make reasonable and diligent efforts to ensure that its customer assistance programs are prepared to assist blind or visually-impaired users with using the Nonvisual User Interface.

7.6 Accessibility of redbox.com. To improve the accessibility of redbox.com for Settlement Class Members, Redbox shall make the modifications to redbox.com as defined below: (1) if a captcha is used in the registration process, using a captcha that Settlement Class

Members can independently complete, (2) label any unlabeled or correct mislabeled links, graphical links, and buttons with Alternative Text descriptions, (3) altering the manner in which dynamic pop-up messages are presented so that screen reader technology can perceive and interact with those messages, (4) altering the color schemes on redbox.com, including the color schemes for links, menus, and pop-up messages, to increase text contrast and consistency, and (5) presenting movie titles in a manner that screen reading technology can perceive and that is separate from the movie cover art.

7.7 Redbox shall complete the above accessibility modifications to redbox.com pursuant to paragraph 7.6 of this Agreement within eighteen (18) months of Final Approval. Any dispute over the changes between Redbox and Plaintiffs shall be subject to the dispute resolution process of Section 13.

7.8 Within eighteen (18) months of Final Approval, Redbox shall make reasonable and diligent efforts to ensure that blind and visually-impaired customers have a method for reporting any problems with using the Nonvisual User Interface or redbox.com. These efforts may include but are not limited to Redbox allowing customers to report any problems with the Nonvisual User Interface via Redbox's remote customer assistance line (as discussed in Section 7.10) or a web-based or email method for customers using redbox.com to report problems with any of the accessibility modifications made to redbox.com pursuant to Section 7.6.

7.9 Redbox shall make reasonable efforts to provide Class Counsel with a schedule of proposed modifications to its Kiosks and modifications to redbox.com one (1) month prior to the first retrofit. The schedule shall include proposed dates and locations for scheduled implementation of the modifications throughout California. After Redbox provides this initial schedule, Redbox shall provide Class Counsel with updated schedules of proposed modifications to its Kiosks and modifications to redbox.com every three (3) months through the Term of this

Agreement. The schedules may be subject to change by Redbox, and Redbox will make reasonable efforts to notify Class Counsel of any such changes at reasonable intervals. Any schedule for proposed modifications to Redbox Kiosks that Redbox adopts shall comply with Section 7.3 of this Agreement. Redbox shall also provide Class Counsel with written updates describing any modifications to its Kiosks and redbox.com that have occurred pursuant to Sections 7.1-7.7 of this Agreement every three(3) months through the Term of this Agreement.

7.10 Remote Customer Service Assistance. To further ensure that Settlement Class Members will be able to use the services available at Redbox Kiosks, Redbox shall maintain its customer service phone line whereby Redbox customer service agents can remotely assist settlement class members with browsing, renting, paying for, and returning movies or other Media from Redbox Kiosks by remotely operating the Kiosks. Redbox shall offer this customer service phone line upon Final Approval of this Agreement, and Redbox shall operate this customer service phone line until the modifications defined in Section 7.1 are complete. Once the modifications described in Section 7.1 are complete, The Lighthouse may maintain, for the duration of the term of this Agreement, a toll-free telephone number that will allow class members to report questions, concerns, or complaints regarding the modifications described in Section 7.1 and their usability. The Lighthouse shall report questions, concerns, or complaints it receives via the toll-free number regarding the modifications described in Section 7.1 and their usability to Redbox pursuant to the terms of Section 8.2. Any compensation to The Lighthouse for its work pursuant to this section will be pursuant to the terms of Section 8.3.

8. **Monitoring.**

8.1 The Lighthouse will serve as monitor for purposes of compliance with paragraphs 7.1-7.10 of this Agreement, and will monitor Redbox Kiosks as follows:

8.1.1 User Testing. Beginning after the first 25% of Kiosks have been modified in accordance with Section 7.1 and continuing for twelve (12) months thereafter,

Lighthouse will report to Redbox on a quarterly basis the results of user testing by Legally Blind persons of up to 1% of Redbox Kiosks in California. After the first twelve (12) months user testing will occur every six (6) months for the Term of the Agreement. These Legally Blind persons will test each Kiosk for compliance with Section 7.1 by attempting to browse, rent, pay for, pick-up, and return media at the Kiosks using the tactile keypads and headphone jacks on the retrofitted Kiosks.

8.1.2 Quarterly testing of redbox.com. Upon implementation of the changes to redbox.com defined in Section 7.6 and continuing for 12 months thereafter, Lighthouse will quarterly report to Redbox the results of user testing by Legally Blind persons of redbox.com. After the first 12 months user testing will occur every six months for the Term of the Agreement. These blind persons will test redbox.com for compliance with Section 7.6 by attempting to register for an account on redbox.com, independently search for Redbox Kiosk locations, and independently browse and reserve movies and other Media available for rent at Redbox Kiosks utilizing screen-reading technology.

8.2 During the term of the Agreement, the Lighthouse shall notify Redbox if it identifies concerns raised by Settlement Class Members about the Nonvisual User Interface or the accessibility of www.redbox.com. Likewise, for the Term of the Agreement, Redbox will make reasonable efforts to identify and notify Lighthouse of complaints or concerns by any Settlement Class Members regarding the Nonvisual User Interface as defined in Section 7.1 or the accessibility of the changes made to redbox.com defined in Section 7.6. Communications between the Lighthouse and Redbox pursuant to this provision shall take place between one individual designated by the Lighthouse and one individual designated by Redbox for this purpose. These communications shall be kept confidential as between the Lighthouse and Redbox, and never shared with third parties, with the exception that such communications may be used for the purposes of enforcing a Party's obligations under the terms of this Agreement.

8.3 **Payments for Monitoring.** Within forty-five (45) days after the Effective Date, Redbox shall provide payment to the Lighthouse for monitoring pursuant to this Section in the amount of \$85,000.

8.4 **Maintenance of the Nonvisual User Interface.** Without interfering with Redbox's discretion to remove a Kiosk, leave a Kiosk non-functional for all users, or repair Kiosks within time periods it deems reasonable, Redbox will make reasonable and diligent efforts to maintain the Nonvisual User Interface at each Kiosk so that it is operable to the same extent the Kiosk is operable for other users.

8.5 **Maintenance of the accessibility features of redbox.com.** Redbox shall make reasonable and diligent efforts to maintain the accessibility modifications it makes to redbox.com pursuant to paragraphs 7.6-7.7 of this agreement.

8.6 **Disputes relating to maintenance of accessible features.** Any dispute regarding Redbox's maintenance of the Non-Visual User Interface as defined in Section 7.1 or maintenance of the accessibility modifications Redbox makes to redbox.com as defined in Section 7.6 shall be governed by the dispute resolution procedures in Section 13 of this agreement.

9. Payments to Individual Named Plaintiffs

9.1 **Payments to the Individual Named Plaintiffs.** Within forty-five (45) days after the Effective Date, Redbox shall make a payment of \$10,000 to each of the following Individual Named Plaintiffs in this lawsuit: Lisamaria Martinez, Joshua Saunders, Shana Ray, Angela Griffith, and Jennifer Westbrook.

10. Preliminary Approval, Notice to the Settlement Class, and Objections.

10.1 Promptly after execution of this Agreement, the Parties shall (1) jointly file the Agreement, including the attached Exhibits, with the Court; (2) file a joint motion for preliminary approval of the Agreement with the Court; and (3) notify the Court of the filings and request entry by the Court, on the earliest date acceptable to the Court, of the Preliminary Approval and the Proposed Scheduling Order attached as Exhibit E.

10.2 Notice Procedures. No later than (fourteen) 14 days after the Court enters the Preliminary Approval and Scheduling Order, Class Counsel will provide Notice to the Settlement Class utilizing the Notices attached as Exhibits C and D and in accordance with the plan described in the Declaration of Stuart Seaborn being filed with the Joint Motion for Preliminary Approval. In addition, no later than (fourteen) 14 days after the Court enters the Preliminary Approval and Scheduling Order, Redbox will provide the Notices attached as Exhibits C and D to any person that has complained to Redbox or Save Mart about the accessibility of the Kiosks in California for the blind or visually-impaired, if any, and to the extent Redbox or Save Mart is reasonably aware of such complaint and has either an email or mailing address for such person(s). If Redbox or Save Mart has an email address for any person requiring notice under this Section, the Notices shall be provided by email in an accessible electronic format, which are electronic formats, including Microsoft Word Documents, properly formatted PDF files, RTF files, and text files, that can be read using screen reading technology. If Redbox or Save Mart has a mailing address for anyone requiring notice under this Section, the mailing addresses for these individuals shall be provided to Class Counsel, and Class Counsel shall mail to each individual through U.S. mail hard copies of the Notices in an alternate accessible format. For purposes of this section, “alternate accessible format” refers to Braille documents, large print documents, audio recordings, or other formats that legally blind individuals can independently read.

10.2.1 At least fourteen (14) days before the Fairness Hearing, both Counsel for Redbox and Class Counsel will provide a declaration to the Court, attesting that they each disseminated notice consistent with this Settlement Agreement.

10.3 The Parties shall ask the Court to order the following procedures for objections: Any Settlement Class Member may object to the proposed Agreement by filing, within ninety (90) days of the deadline set by the Court for Class Counsel and Counsel for Defendants to provide Notice to the Settlement Class in accordance with Section 10.2 herein (or, in other words, by the end of the Claims Period), written objections with the Clerk of the Court. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Fairness Hearing. Responses by Redbox, Save Mart, and Class Counsel to any timely-filed objections shall be made no less than fourteen (14) business days before the Fairness Hearing.

11. Monetary Relief and Claims Procedure

11.1 Monetary Settlement Funds. To satisfy and settle all claims for damages of Settlement Class Members, Redbox shall pay \$1.2 million, the Damages Fund, to be allocated among Eligible Claimants in the manner set forth in paragraph 11.5-11.9.

11.2 Date of Payment. Within forty-five (45) days after the Effective Date, Redbox shall transfer to an interest-bearing trust account the Damages Fund. All interest earned on the Account shall be added to the Damages Fund. The Damages Fund shall not be used, either directly or indirectly, to make any payments under this settlement other than those listed in Sections 11.5-11.9 below.

11.3 Plaintiffs shall retain the Claims Administrator to: (1) distribute Claim Forms; (2) receive and track returned Claim Forms; (3) obtain supplemental information from claimants, as necessary; (4) receive and forward to the Parties and the Court requests to opt out;

(5) verify the validity of each claim submitted and certify those who are Eligible Claimants; (6) administer and disburse awards from the Damages Fund; and (7) perform such other duties as agreed by the Parties that are necessary to carry out the provisions of the Agreement.

11.3.1 Distribution of Claim Forms. Commencing with the Notice Deadline and continuing through the Claims Period, the Claim Form and Claim Form Instructions shall be available on-line at the Settlement Website in a manner which shall allow visitors either to fill out and submit the Claim Form on-line or download the form for printing and submission by mail. In addition, the Claims Administrator shall email or mail a Claim Form and Claim Form Instructions to each potential Settlement Class Member who makes a written or electronic request therefor. For any request for a Claim Form received prior to fourteen (14) days before the end of the Claims Period, the Claims Administrator shall email or mail the Claim Form and Claim Form Instructions within seven (7) days after receiving a written, telephonic, or electronic request. Thereafter, and until the end of the Claims Period, the Claims Administrator shall email or mail a Claim Form and Claim Form Instructions within three (3) business days (excluding weekends and holidays) after receiving a written, telephonic, or electronic request for a Claim Form from a potential Settlement Class Member. Any electronic or written request for Claim Forms received by Class Counsel or Redbox's counsel shall be forwarded to the Claims Administrator by electronic mail or facsimile within four (4) business days of its receipt, and within three (3) business days of receipt by the Claims Administrator, the Claims Administrator shall email or mail a Claim Form and Claim Form Instructions to the potential claimant. Any potential claimant who telephones Class Counsel, Redbox's counsel, or Save Mart's counsel and requests a Claim Form shall be referred to the Claims Administrator.

11.3.2 Filing of Completed Claim Forms. All claims for monetary payment from the Damages Fund shall be made electronically or in writing using the Claim Form and submitted either by mail or through an on-line procedure established by the Claims Administrator for this purpose. All Claim Forms must be submitted under penalty of perjury,

either through a signature on Claim Forms submitted by mail or through a click-through agreement for Claim Forms submitted on-line. In addition, Claimants will be required, either through a signature on Claim Forms submitted by mail or through a click-through agreement for Claim Forms submitted on-line, to waive any rights or causes of action arising from the disclosure of information provided on the Claim Form. Each potential Settlement Class Member, including minors, must submit his or her own Claim Form and may submit only one Claim Form. A parent or legal guardian may complete a Claim Form on behalf of a minor. A designated representative may complete a Claim Form on behalf of a claimant who, because of disability, cannot sign his or her name. Any parent or legal guardian who completes a Claim Form on behalf of a claimant must identify himself or herself on the Claim Form and submit the Claim Form under penalty of perjury.

11.3.3 Review of Claim Forms. The Claims Administrator shall initially review all Claim Forms to determine if the form is filled out completely, and in the case of Claim Forms submitted by mail, is signed properly. If the Claim Form is incomplete or not properly signed, the Claims Administrator shall return the Claim Form to the claimant, by mail if the claimant submitted the Claim Form by mail or by email if the claimant submitted the Claim Form electronically. The claimant shall be given a deadline of forty-five (45) days from the date of that mailing or email, within which the Claims Administrator must receive a corrected Claim Form. The failure of a claimant to complete and return a corrected Claim Form such that it is received by the Claims Administrator within forty-five (45) days shall result in a denial of his or her claim.

11.3.4 Approval of Claims. The Claims Administrator shall then conduct a review of all Claim Forms to determine whether they present Valid Claims submitted by Eligible Claimants in accordance with the terms and provisions of this Agreement.

11.3.5 Disputed Claims. If upon initial review of the Claim Form, the Claims Administrator is unable to determine whether it describes a Valid Claim, the Claims Administrator shall so notify the claimant by email or mail and state the reasons why the information contained on the Claim Form is insufficient. The claimant shall be given thirty (30) days thereafter in which to supplement or amend the Claim Form or provide such other information he or she wishes to assist the Claims Administrator in determining the validity of the claim. Upon further review of the Claim Form, including such additional information as may be submitted by the claimant, the Administrator shall (i) approve the claim, in which case, the claimant is eligible for an award from the Damages Fund; or (ii) reject the claim.

11.3.6 Rejected Claims. If the Claims Administrator rejects a claim as not meeting the terms or provisions of this Agreement, the Administrator shall so notify the claimant by email or mail.

11.3.7 Deadline for Administrator to Review All Claims. The Claims Administrator shall complete its review and issue a determination as to claim eligibility of all Claim Forms within ninety (90) days of the end of the Claims Period.

11.4 At least fourteen (14) days before the Fairness Hearing, the Claims Administrator will provide a declaration to Class Counsel, who shall file it with the Court, detailing any written requests to be excluded from the Class Payment from Damages Fund to Eligible Claimants.

11.5 Each Eligible Claimant shall be entitled to make only one claim and shall be awarded a maximum of four thousand dollars (\$4,000). If, however, the total dollar amount to be paid to Eligible Claimants exceeds one million two hundred thousand dollars (\$1,200,000) plus accrued interest, then the amount paid per claim shall be reduced pro rata so that the total amount paid from the Damages Fund does not exceed one million two hundred thousand dollars (\$1,200,000) plus accrued interest.

11.6 Not later than fourteen (14) days after the deadline for completion of the claims administration process set forth in Paragraph 11.3, the Claims Administrator shall provide Class Counsel and Redbox with a list of the names, addresses (physical and/or email), telephone numbers, a copy of the Claims Forms, and the amount of the validated award from the Damages Fund, of all persons who have submitted claims in connection with this Lawsuit. The Claims Administrator shall include its determination as to which claimants are Eligible Claimants and which claims are Valid Claims.

11.7 Within fourteen (14) days after the creation of the Damages Fund, the Claims Administrator shall cause to be mailed, via certified mail, checks in the amounts specified in the claims determination process, and 1099 forms to Eligible Claimants. All checks shall be negotiable for no more than one (1) year from the date of mailing.

11.8 All returned checks of claimants for whom no additional address is obtained shall be held by the Claims Administrator for sixty (60) days. If no claim is made for such checks during this time period, the funds from such checks shall become part of the funds to be allocated to the Cy Pres recipients and distributed in accordance with Section 11.9 of this Agreement.

11.9 Cy Pres. If any portion of the Damages Fund has not been distributed as provided for in this Agreement after a period of four hundred (400) days has elapsed from the date on which settlement checks are mailed by the Claims Administrator, then such remaining amounts shall be provided to The Paul Longmore Institute. No unused portion of the settlement fund shall revert to Defendants.

12. **Opt-Out Right**

12.1 Any potential Settlement Class Member (but not a Named Plaintiff) may request exclusion from the Settlement Class for purposes of monetary relief only. Potential

Settlement Class Members who wish to opt out for purposes of participation in the monetary portion of the settlement must submit request for exclusion (“Opt-Out Statement”) to the Claims Administrator using the system established by the Court-ordered notice to the class. Opt-Out Statements must be received by the Claims Administrator by the Objection Deadline. The Opt-Out Statement shall, at minimum, contain the following language or words to the same effect:

I hereby exercise my right to Opt-Out of the damages portion of the class action lawsuit known as Lighthouse for the Blind and Visually Impaired et al. v. Redbox Automated Retail, LLC et al., case no. 12-cv-00195 PJH. By Opting Out, I understand that I will not be awarded any statutory damages from this lawsuit but that I am preserving any rights I would otherwise have to sue Redbox Automated Retail, LLC and Save Mart Supermarkets for damages.

The Settlement Website shall contain an on-line feature for members of the Settlement Class to opt out, either by submitting an Opt-Out form on-line or downloading an Opt-Out form for printing and submission by mail.

12.2 To the extent a potential Settlement Class Member submits an Opt-Out Statement with language that materially differs from the foregoing, either Party reserves the right to seek review of the Court to have the Opt-Out statements declared valid or invalid. All potential Settlement Class Members who do not timely opt out of the damages provisions of this Agreement shall be bound by the resolution of any and all issues arising in connection with the Settlement Class claims for damages.

12.3 No Settlement Class Member may opt out of the release of claims for injunctive relief of this Agreement. No Named Plaintiff may opt out of any of the provisions of this Agreement.

12.4 The Claims Administrator shall stamp the date received on the original of any written Opt-Out Statement it receives, and keep an electronic record of the date it received any electronic Opt-Out Statement. The Claims Administrator shall provide copies of the Opt-Out

Statements to Class Counsel, Save Mart's counsel, and Redbox's counsel not later than three (3) business days after receipt thereof and shall file the Opt-Out Statements with the Clerk of the Court not later than ten (10) business days prior to the date set for the Final Approval hearing. The Claims Administrator shall retain copies of all Opt-Out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

13. **Dispute Resolution.** Any disputes relating to this Agreement shall be resolved according to the following procedure:

13.1 **Meet and Confer.** If any Party believes that a dispute exists relating to this Agreement, it shall notify the other Party or Parties. The Parties involved with the dispute (the "Involved Parties") shall meet and confer in good faith, in an effort to reach agreement. A Party not involved with or impacted by the dispute has no obligation to participate in the dispute resolution process outlined in this Agreement.

13.2 **Voluntary Mediation.** If the Involved Parties are unable to resolve the dispute through the meet-and-confer process within thirty (30) days, the Involved Parties may consider mediation in an effort to reach agreement, but mediation is not required. The Involved Parties shall make reasonably diligent efforts to utilize video conferencing or other cost-effective formats for mediations sessions held pursuant to this Section. This agreement to use mediation as a possible means of dispute resolution shall not be construed as an admission that either side agrees in advance to pay the other side's fees and costs, or the mediator's fees, associated with any mediation session. Mediation-related fees and costs should be resolved in the context of the mediation.

13.3 **Submission to U.S. Magistrate Judge.** If the Involved Parties are unable to resolve the dispute through the meet and confer process or, if selected, mediation, within sixty (60) days after notification of the dispute in accordance with paragraph 13.1, the sole manner for resolving the dispute is for a Party to present the dispute to the United States Magistrate Judge

assigned jurisdiction over the enforcement of this Settlement. The Parties agree that the Magistrate Judge's ruling shall be final and non-appealable, and may not be objected to. Attorneys' fees and costs incurred in connection with bringing a dispute before the Magistrate Judge shall be awarded in accordance with applicable law.

14. **Attorneys' Fees and Costs.** Redbox agrees to make the following payments in attorneys' fees and costs to class counsel for their work on this matter: (1) \$610,000 in attorneys' fees for class counsel's work on this matter through February 20, 2014, (2) \$80,000 in attorneys' fees for class counsel's work in obtaining final approval of the agreement, (3) \$75,000 in attorneys' fees for class counsel's work monitoring and enforcing the agreement for the term of the agreement, and (4) \$35,000 for Plaintiffs' costs. These attorneys' fees and costs total \$800,000. Such fees and costs are payable within forty-five (45) days of the Effective Date of this Agreement. Defendants shall not oppose Plaintiffs' application for attorneys' fees and costs.

15. **Save Mart Responsibilities.** Save Mart is not responsible for performing any injunctive relief under this Agreement, including, but not limited to, under paragraph 7 of this Agreement and is not responsible for any of the monetary payments under this Agreement, including, but not limited to, under Paragraphs 8, 9, 11, 14 or 17 of this Agreement. The Parties acknowledge that the commitments discussed in this Agreement are sufficient consideration for the release and dismissal of Save Mart as set forth herein.

16. **Continuing Jurisdiction.** The Parties agree that the United States District Court for the Northern District of California shall have continuing jurisdiction throughout the Term of this Agreement to interpret and enforce this Agreement as provided in Section 13 herein. The Parties agree to jointly request that the Court appoint a United States Magistrate Judge in the Northern District of California for the purpose of such ongoing enforcement jurisdiction upon final approval of the agreement or at any other such time the Court deems necessary.

17. **Payment of Claims Administrator.** Within forty-five (45) days of the Effective Date, Redbox shall make a payment of twenty-five thousand dollars (\$25,000) to the Claims Administrator to cover the Claims Administrator's reasonable fees, expenses, and costs. Plaintiffs shall be responsible for any reasonable fees, expenses, and costs that the administrator incurs beyond \$25,000.

18. **Releases.**

18.1 Release of Claims for Injunctive Relief.

18.1.1 Effective on the date of the Final Approval, Named Plaintiffs and the Settlement Class Members and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (the "Injunctive Releasing Parties"), in consideration of the relief set forth herein fully and finally release (1) Redbox and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns; and (2) Save Mart and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns from the Released Injunctive Claims as defined below.

18.1.2 The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief relating to the subject matter of the Lawsuit, arising between January 12, 2010 through the date of Final Approval of this Agreement. The "Released Injunctive Claims" also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs after Final Approval of this Agreement and during the Term of this Agreement to the extent that such claims arise out of or relate to actions, omissions, or conduct that are in compliance with the terms of this Agreement.

19. Release of Claims for Damages.

19.1 Effective on the last day of the Claims Period or the date of Final Approval, whichever is later, Named Plaintiffs and all Settlement Class Members who have not previously opted out of the damages claims, and do not opt out of this Agreement pursuant to Section 12 herein, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (collectively, the “Damages Releasing Parties”), in consideration of the relief set forth herein fully and finally release (1) Redbox and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns; and (2) Save Mart and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns from the Released Damages Claims as defined below.

19.2 The “Released Damages Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, causes of action, and liabilities of any kind of damages relating to the subject matter of the Lawsuit arising between January 12, 2010 through the last day of the Claims Period.

19.3 **Section 1542 Waiver.** The Injunctive Releasing Parties and the Damages Releasing Parties waive (i) all rights that they may have based on any unknown and undiscovered facts relating to the subject matter of the lawsuit and (ii) all rights that are provided in California Civil Code Section 1542 relating to the subject matter of the lawsuit which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

20. **Press Releases.** Unless a party consents otherwise, press releases regarding the

Settlement Agreement and anything related thereto (including but not limited to the modifications being made to the Kiosks) will be jointly issued by all parties, and all parties will have a reasonable opportunity to review and comment on the release. No party shall issue such a release without the approval of all parties.

21. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Redbox, Save Mart, the Named Plaintiffs, Class Counsel, and the Settlement Class regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

22. **Communications to Redbox, Save Mart, and Class Counsel.** Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email and U.S. Mail or overnight delivery service addressed as follows:

22.1 To Named Plaintiffs, Class Counsel, or the Settlement Class: Stuart Seaborn, Disability Rights Advocates, 2001 Center Street, 3rd Floor, Berkeley, CA 94704, sseaborn@dralegal.org.

22.2 To Redbox: Amanda Beane, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle WA 98101, abeane@perkinscoie.com and Sue Stott, Perkins Coie LLP, Four Embarcadero Center, Suite 2400, San Francisco, CA 94111-4131, sstott@perkinscoie.com.

22.3 To Save Mart: James M. Cipolla, Save Mart Supermarkets, PO Box 4278, Modesto, CA 95352-4278, JCipolla@savemart.com, and Clifford Yin, Coblenz Patch Duffy & Bass LLP, One Ferry Building, Suite 200, San Francisco, CA 94111, cey@cpdb.com.

23. **Modification.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no modification of this Agreement shall be effective unless it is pursuant to Court Order.

24. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

25. **Execution by Facsimile and in Counterparts.** This Agreement may be executed by the Parties hereto by facsimile or PDF signatures and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

26. **Duty to Support and Defend Agreement.** Named Plaintiffs, Class Counsel, Save Mart, and Redbox each agree to abide by all of the terms of this Agreement in good faith and to support it fully, and shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

27. **Class Action Fairness Act.** Redbox and Save Mart will provide information concerning the Agreement in compliance with CAFA.

28. **Deadlines.** The Parties and the Court recognize that from time to time unforeseen events, including but not limited to, exigent business circumstances, labor disputes, natural disasters, personnel issues, and negotiations with third parties, cause delays in the accomplishment of objectives no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Parties that it anticipates a delay, the reasons for the delay, and proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall resolve the dispute using the procedures described in Section 13 herein.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

Lighthouse for the Blind
by Mark Horak

Date: 6/25/14

Angela Griffith

Date: _____

Lisamaria Martinez
Lisamaria Martinez

Date: 6/25/14

Josh Saunders

Date: _____

Shana Ray

Date: _____

Jennifer Westbrook

Date: _____

Redbox Automated Retail, LLC
by Mark Horak
President

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

Lighthouse for the Blind
by Angela Griffith

Date: 6/25/2014

Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____

Josh Saunders

Date: _____

Shana Ray

Date: _____

Jennifer Westbrook

Date: _____

Redbox Automated Retail, LLC
by Mark Horak
President

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

Lighthouse for the Blind
by _____

Date: _____

Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____

Josh Saunders

Date: _____



Date: 6/26/2014

Shana Ray

Jennifer Westbrook

Date: _____

Redbox Automated Retail, LLC
by Mark Horak
President

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

Lighthouse for the Blind
by _____

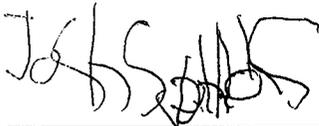
Date: _____

Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____



Josh Saunders

Date: 6/26/2014

Shana Ray

Date: _____

Jennifer Westbrook

Date: _____

Redbox Automated Retail, LLC
by Mark Horak
President

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

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Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____

Josh Saunders

Date: _____

Shana Ray

Date: _____

Jennifer Westbrook
Jennifer Westbrook

Date: 06/25/14

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by Mark Horak
President

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

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by _____

Date: _____

Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____

Josh Saunders

Date: _____

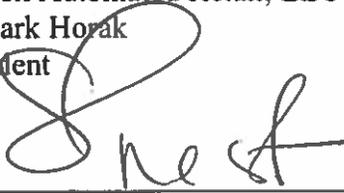
Shana Ray

Date: _____

Jennifer Westbrook

Date: _____

Redbox Automated Retail, LLC
by Mark Horak
President



Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: 6.26.14

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

Lighthouse for the Blind
by _____

Date: _____

Angela Griffith

Date: _____

Lisamaria Martinez

Date: _____

Josh Saunders

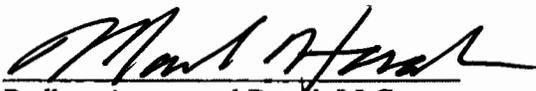
Date: _____

Shana Ray

Date: _____

Jennifer Westbrook

Date: _____



Redbox Automated Retail, LLC
by Mark Horak
President

APPROVED BY
REDBOX LEGAL
F.S.

Date: _____

Save Mart Supermarkets
by Shawnte Priest
Director of Regulatory Law and Compliance

Date: _____