

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RONNIE VELA, NICHOLAS NUÑEZ,
ANDY GERMUGA, TRISHA ICKES,
WILLIAM BUCKLEY, PATRICK JAMES
WILLIAM KETTERER, THOMAS
APOSTLE, and WENDY KISER, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

AMC NETWORKS, INC.

Defendant.

Case No.: 1:23-cv-02524-ALC

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Ronnie Vela, Nicholas Nuñez, Andy Germuga, Trisha Ickes, William Buckley, Patrick James, William Ketterer, Thomas Apostle, and Wendy Kiser (“Plaintiffs”), on behalf of themselves and the Settlement Class (as defined herein) and (ii) Defendant AMC Networks Inc. (“Defendant” or “AMC”). The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was originally filed on January 18, 2023, in the United States District Court for the Southern District of New York by Plaintiffs Gerald McCoy, Andy Germuga, and Nicholas Nuñez in the case styled *McCoy, et al. v. AMC Networks, Inc.*, No. 1:23-cv-00441 (S.D.N.Y). The material allegations of the complaint originally centered on

Defendant's alleged disclosure of its subscribers' personally identifiable information to third party Meta Platforms, Inc. (formerly known as Facebook, Inc. ("Facebook")) without informed, written consent in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the "VPPA"), the New York Video Consumer Privacy Act ("NYVCPA") (N.Y. GBL § 670-675) (the "NYVCPA"), and Minnesota's M.S.A. §325I.01-03 (the "Minnesota Statute"). *McCoy*, ECF No. 1.

B. On February 22, 2023, Plaintiff Trisha Ickes filed a class action complaint against AMC in the District Court for the Northern District of California, *Ickes, et al. v. AMC+ Networks d/b/a AMC+*, No. 3:23-cv-00803 (N.D. Cal.), centering on the same alleged violations of the VPPA as this action and seeking to certify the same nationwide class.

C. Plaintiffs' counsel in *McCoy* voluntarily dismissed the *McCoy* case on March 24, 2023 (*McCoy*, ECF No. 15), and filed this action that same day, relating the new action to the *McCoy* case. *See* ECF No. 2 (Civil Cover Sheet) & 8 (Related Case Statement). This case substituted Plaintiff McCoy with Plaintiff Vela as one of three named plaintiffs, which included Plaintiffs Ronnie Vela, Nicholas Nuñez, and Andy Germuga ("Vela Plaintiffs"). The *Vela* complaint is based on near-identical allegations as the *McCoy* complaint.

D. On May 1, 2023, AMC moved to compel arbitration and stay all proceedings in the *Vela* action (ECF No. 14), which Plaintiffs opposed (ECF No. 18). That motion remains pending. ECF No. 35.

E. On July 5, 2023, the *Ickes* court granted AMC's motion to dismiss or transfer to the Southern District of New York based on the first filed rule, where the *Vela* case was already pending, and transferred *Ickes* to the Southern District of New York as 1:23-cv-05730. *Ickes* was subsequently transferred to this court and related to this action. *See* July 5, 2023 and July 21,

2023 docket entries in the *Ickes* case. On December 6, 2023, Ms. Ickes voluntarily dismissed her action to appear as a Plaintiff in this action. *Ickes*, ECF No.37.

F. On July 21, 2023, Plaintiff William Buckley filed a class action complaint against AMC alleging violations of the VPPA in the District Court for the Northern District of California, *Buckley v. AMC Networks, Inc.*, No. 3:23-cv-03630 (N.D. Cal.), centering on the same alleged violations of the VPPA in this action, but as to AMC's subsidiary streaming service, Shudder. Mr. Buckley also sought to certify a nationwide class.

G. On August 4, 2023, a similar complaint was filed in the District Court for the Northern District of California concerning another AMC subsidiary streaming service, HIDIVE. *See James v. Sentai Filmworks, LLC*, No. 5:23-cv-03928 (N.D. Cal.).

H. Counsel in the *Vela* and *Ickes* agreed to jointly mediate the *Vela* and *Ickes* cases on September 11, 2023. After further negotiations and informal discovery, a second mediation session was held on October 24, 2023.

I. On October 6, 2023, AMC filed a motion to dismiss or in the alternative transfer the *Buckley* case to the Southern District of New York. *See Buckley*, ECF No. 16.

J. On October 10, 2023, AMC filed a motion to dismiss or in the alternative transfer the *James* case to the Southern District of New York. *See James*, ECF No. 11.

K. On October 27, 2023, the parties filed a joint letter to the *Vela/Ickes* court advising that the parties had reached a settlement in principle and that Plaintiffs plan to file an amended complaint in connection with the settlement.

L. On October 27, the *James* and *Buckley* cases were voluntarily dismissed. *See James*, ECF Nos. 14 & 15, *Buckley*, ECF No. 20.

M. On December 11, 2023, Plaintiffs from the *Vela*, *Ickes*, *James*, and *Buckley* cases,

along with additional Plaintiffs William Ketterer, Thomas Apostle, and Wendy Kiser filed an amended complaint effectively consolidating *Ickes*, *James*, and *Buckley* with this one. The amended complaint is on behalf of registered users of six AMC Streaming Services (defined below) concerning disclosure by Third-Party Tracking Technologies (defined below) of Settlement Class Members personally identifiable information, in violation of the VPPA.

N. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

O. Plaintiffs strongly believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised sound factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through pleadings, motions, class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties

inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Vela et al. v. AMC Networks, Inc. d/b/a AMC+*, 1:23-cv-02524, pending in the United States District Court for the Southern District of New York.

1.2 “AMC Services” means the following Streaming Services (defined below) owned, controlled, and operated by AMC: AMC+, Shudder, Acorn TV, ALLBLK, SundanceNow, and HIDIVE.

1.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form

and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. For the purpose of filing an Approved Claim, no proof of qualification for In Kind Relief shall be required. However, to receive a *pro rata* cash payment, each claimant must fill out an attestation that they were (1) a registered user of AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service and (2) requested or obtained specific video content from AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service, during the Class Period. Each Settlement Class Member submitting a Claim Form must also provide the email address associated with their AMC Services account.

1.4 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a payment, shall be available in electronic and paper format in the manner described below.

1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be no later than sixty (60) days after entry of the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 “Class Counsel” means Douglas Cuthbertson, Lief Cabraser Heimann & Bernstein LLP; Hank Bates, Carney Bates & Pulliam PLLC; Michael Reese, Reese LLP; and Kevin Laukaitis, Laukaitis Law, LLC.

1.7 “Class Period” means January 18, 2021 through the date of Preliminary Approval.

1.8 “Class Representatives” means the named Plaintiffs in this Action, Ronnie Vela, Nicholas Nuñez, Andy Germuga, Trisha Ickes, William Buckley, Patrick James, William Ketterer, Thomas Apostle, and Wendy Kiser.

1.9 “Court” means the United States District Court for the Southern District of New York, the Honorable Andrew L. Carter, Jr. presiding, or any judge who shall succeed him as the Judge in this Action.

1.10 “Defendant” or “AMC” means AMC Networks Inc.

1.11 “Defendant’s Counsel” means Mark Melodia, William Farley, Martin Durkin, Hilary Lane, and Rachel Agius of Holland & Knight LLP.

1.12 “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.13 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. Defendant shall cause the Settlement Fund to be deposited into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The Escrow Account shall be maintained by the Settlement Administrator.

1.14 “Fee Award” means the amount of reasonable attorneys’ fees and reimbursement

of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.15 “Final” means, if there are no timely objections, the date upon which the Final Approval Order is entered, or, if there is one or more timely objections, one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.16 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Awards (defined below) to the Class Representatives.

1.17 “Final Approval Order” means an order granting final approval of the settlement embodied in the Settlement Agreement, including Class Representative Services Awards but expressly exempting any award of attorneys’ fees and expenses.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Service Award” means any amounts awarded by the Court to the Class

Representatives as a service award in recognition of their efforts and commitment on behalf of the Settlement Class, which will be paid from the Settlement Fund.

1.20 “Net Settlement Fund” means the Settlement Fund less the following: (i) Settlement Administration Expenses; (ii) any taxes due on earnings on the Settlement Fund, and any expenses related to the payment of such taxes; (iii) any Fee Award; (iv) any Service Awards; and (v) any other Court-approved deductions.

1.21 “In Kind Relief” means the provision of a one-week digital subscription to the AMC+ streaming service to all Settlement Class Members who submit an Approved Claims Form by the Claims Deadline, with an estimated value of \$2.25 per Settlement Class Member.

1.22 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Rule 23, and is substantially in the form of Exhibits B, C, and D hereto.

1.23 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 commences, which shall be no later than thirty (30) days after Preliminary Approval.

1.24 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Settlement Class Member must be made, which shall be no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(e), or such other date as ordered by the Court.

1.25 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal

representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.26 “Plaintiffs” means the named Plaintiffs in this action: Ronnie Vela, Nicholas Nuñez, Andy Germuga, Trisha Ickes, William Buckley, Patrick James, William Ketterer, Thomas Apostle, and Wendy Kiser.

1.27 “Preliminary Approval” means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.28 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.29 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, disputes, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding

the alleged disclosure of the Settlement Class Members' personally identifiable information and video viewing behavior to any third party, including all claims that were brought or could have been brought in the Actions relating to the disclosure of such information belonging to any and all Releasing Parties. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

1.30 “Released Parties” means Defendant AMC Networks Inc., as well as its present or past parent companies, subsidiaries (including but not limited to Digital Store LLC and Sentai Holdings LLC), licensors, licensees, associates, affiliates, joint ventures, employers, and its, or their respective, administrators, employees, agents, consultants, insurers, reinsurers, directors, managing directors, officers, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.31 “Releasing Parties” means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, and companies, firms, trusts, and corporations.

1.32 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice (including CAFA notice), processing claims, responding to inquiries from members of the Settlement Class, coordinating payment for Approved Claims, and related administrative services.

1.33 “Settlement Administrator” means Angeion Group, LLC (“Angeion”), if approved by the Court, or if the Court does not approve Angeion, such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.34 “Settlement Class” means all persons in the United States who: (1) were registered users of AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service and (2) requested or obtained specific video content from AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service during the Class Period. Excluded from the Settlement Class are (1) any persons who have asserted claims against AMC under the VPPA prior to the date of this settlement through counsel other than Class Counsel or counsel of record in the Action; (2) any Judge or Magistrate presiding over this Action and members of their families; (3) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (4) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (5) the legal representatives, successors or assigns of any such excluded persons.

1.35 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.36 “Settlement Fund” means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of eight million, three hundred thousand dollars (\$8,300,000.00 USD) to be deposited into the Escrow Account, according to the

schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Service Awards to the Class Representatives, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. In no event shall Defendant's total cash monetary obligation with respect to this Agreement exceed or be less than eight million, three hundred thousand dollars (\$8,300,000.00 USD), plus the interest earned on such sum. The Settlement Fund does not include any costs to Defendant for providing In Kind Relief, and no portion of the \$8,300,000 Settlement Fund shall be used to pay In Kind Relief, which shall be paid separately by the Defendant.

1.37 “Streaming Services” means digital applications for AMC Services that are owned, controlled or operated by AMC, and which are accessible on various video-on-demand platforms. For clarity, Streaming Service shall not include any offering of the AMC Services exclusively through so-called “streaming channels” and similar technologies that are solely operated by third-party business partners and accessible solely through said business partners' applications or platforms.

1.38 “Third-Party Tracking Technologies” means the pixels and other tracking technologies installed by Defendant on its AMC Services and developed by the following third-

party tracking companies: Meta Platforms, Inc., formerly known as Facebook, Inc. (“Facebook”), Google, Twitter, Snapchat, TikTok, and Braze.

2. SETTLEMENT RELIEF

2.1 Payments to Settlement Class Members.

(a) Defendant shall transfer or cause to be transferred portions of the Settlement Fund to the Escrow Account to pay for notice expenses, as specified in Paragraph 1.36, within thirty (30) days after entry of Preliminary Approval. Defendant shall transfer or cause to be transferred portions of the Settlement Fund to the Escrow Account to pay the Fee Award within twenty (20) days after entry of the Court’s Final Approval Order and the Fee Award. Defendant shall transfer or cause to be transferred into the Escrow Account the remainder of the Settlement Fund, including for any Service Awards, as specified in Paragraph 1.36 of this Agreement, within thirty (30) days after the Effective Date.

(b) Settlement Class Members shall have until the Claims Deadline to submit a claim. Each Settlement Class Member with an Approved Claim shall be entitled to a cash payment in an amount reflecting the *pro rata* portion of the Net Settlement Fund.

(c) The Settlement Administrator shall pay from the Net Settlement Fund all Approved Claims by electronic payment (e.g., Venmo or Paypal) or check, upon election of the Settlement Class Member, with said checks being sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims. Payments to all Settlement Class Members with Approved Claims shall be made within ninety (90) days after the Effective Date.

(d) The In Kind Relief shall be available to all Settlement Class Members with Approved Claims within ninety (90) days after the Effective Date. Defendant will send or cause to be sent by the Settlement Administrator email notice to all Settlement Class Members

with Approved Claims and provide a digital access code and instructions for redeeming their service. No payment or billing information will be required for a Settlement Class Member to use the In Kind Relief. The In Kind Relief will expire one year after distribution.

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one-hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such uncashed check funds) to all Settlement Class Members who cashed checks during the initial distribution, but only to the extent each Settlement Class Member would receive at least \$5.00 in any such secondary distribution and if otherwise feasible. To the extent each Settlement Class Member would receive less than \$5.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall, subject to Court approval, revert to a non-sectarian, non-profit organization, recommended by Class Counsel and approved by the Court.

(f) Upon payment of the Settlement Fund into the Escrow Account, all risk of loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be extinguished.

2.2 Prospective Relief. Within 45 days of the entry of Final Judgment, Defendant will suspend, remove, or modify operation of the Meta Pixel and other Third-Party Tracking Technologies so that use of such technologies on any AMC Service will not result in AMC's

disclosure to the third-party technology companies of the specific video content requested or obtained by a specific individual, unless and until the VPPA were to be: (a) amended to expressly permit (and not to prohibit) the Released Claims, (b) repealed, (c) invalidated by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals, or (d) interpreted by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court or the Second Circuit Court of Appeals to permit the contemplated use. Nothing herein shall prohibit the use of the tracking pixels or other tracking technologies where: (1) any use of such pixels or technologies is done in the ordinary course of business in accordance with the VPPA; or (2) any disclosure of information does not identify specific video materials that a specific user has requested or obtained; or (3) if a user's consent is obtained in accordance with the VPPA. Within 90 days of the entry of Final Judgment, Defendant will provide Class Counsel with a sworn declaration, in the form of the document attached as Exhibit E, that it has suspended, removed, or modified the Third-Party Tracking Technologies as described herein.

3. RELEASE

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or

participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

3.3 Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, 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.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

4. NOTICE TO THE CLASS

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* Defendant shall produce an electronic list from its records that includes the email addresses, and – if known and to the extent available– the names and mailing addresses (for possible supplemental notice) belonging to Persons within the Settlement Class following Preliminary Approval. Class Counsel’s assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with

the written consent provisions of the VPPA. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator, with a copy to Class Counsel, only for the purposes of settlement administration. The Settlement Administrator shall take reasonable measures to protect the information from any third-party disclosure. The Settlement Administrator shall not provide the list of Class Members and their email addresses to Class Counsel. To the extent Class Counsel learns the identity of and/or email address of any Class Member(s) in connection with the settlement administration process, including but not limited to by Class Counsel being contacted by any Class Member(s) based on such Class Member(s) receiving Class Counsel’s contact information on the Class Notice and/or Claim Form, Class Counsel shall not use that information for any purpose other than assisting Class Member(s) with the settlement administration process. Class Counsel shall not use information obtained through the settlement administration process regarding the identity of and/or last-known email address of any Settlement Class Member(s) to solicit or notify any such Settlement Class Member(s) about any other currently pending or future actions that such Settlement Class Member(s) may be able to join and/or bring. Nothing in this Settlement Agreement shall restrict Class Counsel’s ability and right to represent any Settlement Class Member(s) in this Action or in any other currently-pending or future action in the event that such Settlement Class Member(s) independently approach(es) Class Counsel or is approached by Class Counsel without using information obtained in connection with the settlement administration process in this Action.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall begin sending Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form (Exhibit A), to all Settlement Class Members for whom a valid email address is

available in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable: (i) correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice; (ii) perform an “email change of address” search to locate secondary email addresses for any “bounce-backs” and provide notice to the secondary addresses. If delivery of notice to secondary email addresses is unsuccessful, the Settlement Administrator shall provide supplemental efforts by sending Notice substantially in the form attached as Exhibit D via First Class U.S. Mail if a mailing address is known for the Settlement Class Member.

(c) *Publication Notice*: If following notice by email, notices sent to more than 10% of Settlement Class Members have been returned as undelivered, the Settlement Administrator shall propose a plan for publication notice in consultation with counsel for the Parties.

(d) *Update Addresses*. Prior to mailing any Notice, the Settlement Administrator will update any U.S. mail addresses of persons on the Class List, for those where a mailing address is known, using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

(e) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice (i) via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice) and (ii) via First

Class U.S. Mail substantially in the form attached as Exhibit D, to all Settlement Class Members for whom a valid email address and/or mailing address is available in the Class List.

(f) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website (the “Settlement Website”) at amcvppasettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to complete or file Claim Forms on-line. The Notice (i.e., the long-form notice) provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

(g) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

(h) *Contact by Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and

at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

4.5 A Settlement Class Member may request to be excluded from the Settlement

Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name, address, email address associated with his/her AMC Services account, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than eighty-eight (88) days after the Notice described in Paragraph 4.1(b) is provided.

4.7 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or submit an Approved Claim shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the

terms of the Final Judgment to be entered in the Action and the releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing claims in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the

Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Approved Claims, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received, including summary reports of Claim Forms received.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny claims where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.3 and/or 1.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's

Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to The Honorable Wayne Andersen of JAMS for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT

6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty-five (25) days after receiving notice from the Settlement Administrator that more than five thousand (5,000) Settlement Class Members validly opt out of the Settlement pursuant to paragraph 4.5 above.

6.3 If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the

Parties agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to the Honorable Wayne Andersen of JAMS for binding determination.

6.4 The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the Service Awards set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for

purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing,

prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARDS

8.1 Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys’ fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit their petition for attorneys’ fees to no more than one-third of the Settlement Fund (*i.e.*, \$2,766,666.66) and will seek separate payment for their expenses and costs. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

8.2 The Fee Award shall be paid from the Settlement Fund to Class Counsel within twenty (20) days after entry of the Court’s Final Approval Order and the Fee Award, notwithstanding the existence of any timely filed objections or potential for appeal therefrom, or collateral attack on the settlement or any part hereof. Notwithstanding the foregoing, if for any reason the Final Approval Order is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Settlement Fund.

8.3 Class Counsel may apply to the Court for approval of Service Awards for the

Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representative will seek no more than \$2,000 each as an Service Award, for a total of \$18,000. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Such awards shall be paid from the Settlement Fund via means directed by the Class Representatives within thirty (30) days after the Effective Date.

8.4 The Parties will accept, and not appeal, the Court's Fee Award and/or order concerning Incentive Awards.

8.5 The Parties agree that the effectiveness of this Settlement Agreement does not require and is not conditioned upon the Court's Approval of a Fee Award and/or Service Awards. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the payment of a Fee Award and/or Service Awards shall be grounds for cancellation or termination of the Settlement Agreement.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered a Final Approval Order, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil

Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to

the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity

of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder

represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.7 All the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiffs represent and warrant that neither has assigned any claim or right or

interest therein as against the Released Parties to any other Person or Party and that each is fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, which will be placed on the public record, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10.16 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

For Plaintiffs or the Settlement Class:

Hank Bates
CARNEY BATES & PULLIAM, PLLC
519 W. 7th Street
Little Rock, AR, 72201
Telephone: (501) 312-8500
Facsimile: (501) 312-8505
Email: hbates@cbplaw.com

Douglas I. Cuthbertson
dcuthbertson@lchb.com
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, NY 10013
Telephone: (212) 355-9500
Facsimile: (212) 355-9592

Michael R. Reese
mreese@reesellp.com
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Kevin Laukaitis
klaukaitis@laukaitislaw.com
LAUKAITIS LAW
737 Bainbridge Street, #155
Philadelphia, Pennsylvania 19147
Telephone: (215) 789-4462

For Defendant:

William F. Farley
Martin Durkin
Rachel Agius
HOLLAND & KNIGHT LLP
150 North Riverside Plaza, Ste. 2700
Chicago, Illinois 60606
william.farley@hklaw.com
martin.durkin@hklaw.com
rachel.agius@hklaw.com

Mark S. Melodia
HOLLAND & KNIGHT LLP
31 West 52nd Street, FL 12
New York, NY 10019
mark.melodia@hklaw.com

IT IS SO AGREED TO BY THE PARTIES:

PLAINTIFF RONNIE VELA

Executed: 
Ronnie Vela

Dated: 12/11/2023

PLAINTIFF NICHOLAS NUÑEZ

Executed: 
Nicholas Nuñez

Dated: 12/11/2023

PLAINTIFF ANDY GERMUGA

Executed: 
Andy Germuga

Dated: 12/11/2023

PLAINTIFF TRISHA ICKES

Executed: 
Trisha Ickes

Dated: 12/11/2023

PLAINTIFF WILLIAM BUCKLEY

Executed: William Buckley
William Buckley

Dated: 12/11/2023

PLAINTIFF PATRICK JAMES

Executed: Patrick James
Patrick James

Dated: 12/11/2023

PLAINTIFF WILLIAM KETTERER,

Executed: _____
William Ketterer

Dated: _____

PLAINTIFF THOMAS APOSTLE

Executed: Thomas Apostle
Thomas Apostle

Dated: 12/11/2023

PLAINTIFF WENDY KISER

Executed: Wendy Kiser
Wendy Kiser

Dated: 12/11/2023

On Behalf of CARNEY BATES & PULLIAM, PLLC

Executed: Hank Bates
Hank Bates

Dated: 12/11/2023

On Behalf of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Executed: Douglas I. Cuthbertson
Douglas I. Cuthbertson

Dated: 12/11/2023

On Behalf of REESE, LLP

Executed: _____

Dated: 12/11/2023

Executed: _____
William Buckley

Dated: _____

PLAINTIFF PATRICK JAMES

Executed: _____
Patrick James

Dated: _____

PLAINTIFF WILLIAM KETTERER,

Executed: William Ketterer
William Ketterer

Dated: 12/11/2023

PLAINTIFF THOMAS APOSTLE

Executed: _____
Thomas Apostle

Dated: _____

PLAINTIFF WENDY KISER

Executed: _____
Wendy Kiser

Dated: _____

On Behalf of CARNEY BATES & PULLIAM, PLLC

Executed: _____
Hank Bates

Dated: _____

On Behalf of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Executed: _____
Douglas I. Cuthbertson

Dated: _____

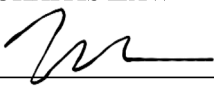
On Behalf of REESE, LLP

Executed: _____

Dated: _____

Michael Reese

On Behalf of LAUKAITIS LAW

Executed: 
Kevin Laukaitis

Dated: 12/11/2023

On Behalf of AMC NETWORKS INC.

Executed: _____
Jamie Gallagher

Dated: _____

On Behalf of HOLLAND & KNIGHT LLP

Executed: _____
Mark S. Melodia

Dated: _____

Michael Reese

On Behalf of LAUKAITIS LAW

Executed: _____
Kevin Laukaitis

Dated: _____

On Behalf of AMC NETWORKS INC.

Executed: _____

7A387199BC77488...
Jamie Gallagher

12/11/2023
Dated: _____

On Behalf of HOLLAND & KNIGHT LLP

Executed: Mark S. Melodia
Mark S. Melodia

Dated: December 11, 2023

EXHIBIT A

MAIL ID

0000PLACEHOLDER0000

Vela, et al. v. AMC Networks, Inc.

In the United States District Court for the Southern District of

New York

Case No. 1:23-cv-02524-ALC

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [], or submitted online on or before [].

Please read the full Notice of this settlement (available at www.amcvppasettlement.com) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the Settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

- ONLINE:** www.amcvppasettlement.com
- MAIL:** AMC VPPA Settlement Administrator
ADDRESS
ADDRESS

PART ONE: CLAIMANT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	MI	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>
STREET ADDRESS		
<input type="text"/>		
CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>
COUNTRY		
<input type="text"/>		
EMAIL ADDRESS		
<input type="text"/>		
PHONE NUMBER		
<input type="text"/> - <input type="text"/> - <input type="text"/>		

If you received Notice about the Settlement by email, please provide the Unique ID located on the Notice you received to assist the Settlement Administrator in validating your claim. Please be sure to include the full Unique ID, including all letters and/or numbers that appear.

Unique ID

MAIL ID

0000PLACEHOLDER0000

PART TWO: PAYMENT SELECTION

Please select one of the following payment options:

Venmo

Email address associated with your Venmo account:

[Empty grid for Venmo email address]

PayPal

Email address associated with your PayPal account:

[Empty grid for PayPal email address]

Physical Check

A check will be mailed to the address provided above.

PART THREE: CERTIFICATION

To qualify for a cash payment, you must verify that you were a registered user of, and requested or obtained video content from, one of the following "AMC Services" during the appropriate time period: (1) AMC+, (2) Shudder, (3) Acorn TV, (4) ALLBLK, (5) SundanceNow, or (6) HIDIVE.

I certify the following:

- (1) Between January 18, 2021 and **[Preliminary Approval Date]**:
 - (a) I subscribed or otherwise signed up for access to one or more of the six AMC Services listed above; and
 - (b) I requested or obtained video content on at least one of the six AMC Services;
- (2) All of the information on this Claim Form is true and correct to the best of my knowledge, information, and belief, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

[Empty box for signature]

SIGNATURE

DATE [MM] - [DD] - [YYYY]

Please keep a copy of your Claim Form for your records.

EXHIBIT B

Email Notice

TO: <<Class Member Email>>
FROM: Settlement Administrator <<Settlement@xxxxxxxxxxxxx.com>>
RE: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Vela, et al. v. AMC Networks, Inc., Case No. 1:23-cv-02524-ALC
(United States District Court for the Southern District of New York)

Our Records Indicate You May Be Entitled to a Payment from a Class Action Settlement Because You Were a Registered User of One of the Following “AMC Services”: (1) AMC+, (2) Shudder, (3) Acorn TV, (4) ALLBLK, (5) SundanceNow, or (6) HIDIVE

Click [[HERE](#)] To File A Claim for a Cash Payment

Claims Must be Submitted no Later Than [Claims Deadline]

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, AMC Networks, Inc. (“AMC”), disclosed the personally identifiable information of registered users of AMC Services (1) AMC+, (2) Shudder, (3) Acorn TV, (4) ALLBLK, (5) SundanceNow, and (6) HIDIVE to Third-Party Tracking Companies, without their consent, in violation of the Video Privacy Protection Act (the “VPPA”). Personally identifiable information includes information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. AMC denies that it violated any law. The court has not determined who is right, but the parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Settlement Class Member? Records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who, from January 18, 2021, to and through [Preliminary Approval Date]: (1) were registered users of AMC Services and (2) requested or obtained video content on at least one of the six AMC Services.

What Can I Get? If approved by the Court, AMC will create a Settlement Fund of **\$8,300,000** for the benefit of the Settlement Class. The Settlement Fund will be distributed to Settlement Class Members who file a timely and complete claim on a *pro rata* basis (meaning equal share), after deducting any Court-approved attorneys’ fees and expenses, service award for the class representatives, costs of settlement administration, and any taxes.

The Settlement also requires AMC to suspend, remove or modify operation of the Meta Pixel and other Third-Party Tracking Technologies so that use of such technologies on any AMC Service will not result in AMC’s disclosure to the third-party technology companies of the specific video content requested or obtained by a specific individual, unless and until the VPPA were to be: (a) amended to expressly permit (and not to prohibit) the Released Claims, (b) repealed, (c) invalidated by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals, or (d) interpreted by a judicial decision on the use of website pixel and/or tracking technologies by the United States

Supreme Court, or the Second Circuit Court of Appeals to permit the contemplated use. Within 90 days after entry of Final Judgment, Defendant will provide Class Counsel with a sworn declaration that it has suspended, removed or modified the Third-Party Tracking Technologies and Prospective Relief as described herein.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here](#). Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, ACH, Zelle or virtual prepaid card.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a written request to the Settlement Administrator postmarked no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have to sue AMC regarding the issues in the lawsuit. You may object to the proposed settlement, and you and/or your lawyer have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to exclude yourself from, or object to, the Settlement are available at [here](#). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against AMC relating to issues in this case will be released.

Who Represents Me? The Court has appointed lawyers Hank Bates, Carney Bates & Pulliam PLLC, 519 W. 7th Street, Little Rock, AR 72201, Douglas Cuthbertson, Lieff Cabraser Heimann & Bernstein LLP, 250 Hudson Street, 8th Floor, New York, NY 10013, Michael Reese, Reese LLP, 100 West 93rd Street, 16th Floor, New York, New York 10025, Kevin Laukaitis, Laukaitis Law, 737 Bainbridge Street, #155, Philadelphia, Pennsylvania 19147, to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____m. on [date] in Courtroom 1306 at the United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to [here](#), contact the Settlement Administrator at 1-XXX-XXX-XXXX or AMC VPPA Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or call Class Counsel at _____.

EXHIBIT C

United States District Court for the Southern District of New York

Vela, et al. v. AMC Networks, Inc., Case No. 1:23-cv-02524-ALC

Records Indicate You May Be Entitled to a Payment from a Class Action Settlement Because You Subscribed or Signed Up for Access to AMC+

Claims Must be Submitted no later than [Claims Deadline]

Claims may be submitted [here](#).

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that Defendant, AMC Networks, Inc. (“AMC”), disclosed the personally identifiable information of registered users of AMC Services (1) AMC+, (2) Shudder, (3) Acorn TV, (4) ALLBLK, (5) SundanceNow, and (6) HIDIVE to Third-Party Tracking Companies, without their consent, in violation of the Video Privacy Protection Act (the “VPPA”). Personally identifiable information includes information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. AMC denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the Settlement Class if you are an individual residing in the United States who, from January 18, 2021, to and through [Preliminary Approval Date]: (1) was a registered user of AMC Services and (2) requested or obtained video content on at least one of the six AMC Services.
- Individuals included in the Settlement will be eligible to receive a cash payment *pro rata* (meaning equal) portion of the Settlement Fund, after deducting any Court-approved attorneys’ fees and expenses, service award for the class representatives, costs of settlement administration, and any taxes.
- The Settlement also requires AMC to suspend, remove or modify operation of the Facebook Pixel and other Third-Party Tracking Technologies so that use of such technologies on any AMC Service will not result in AMC’s disclosure to the third-party technology companies of the specific video content requested or obtained by a specific individual, unless and until the VPPA were to be: (a) amended to expressly permit (and not to prohibit) the Released Claims, (b) repealed, (c) invalidated by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals, or (d) interpreted by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals to permit the contemplated use.
- Within 90 days after the entry of Final Judgment, Defendant will provide Class Counsel with a sworn declaration that it has suspended, removed or modified the Third-Party Tracking Technologies and Prospective Relief as described herein.
- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY [DATE]

This is the only way to receive a cash payment. A Claim Form is available [here](#) at the website amcvppasettlement.com. As a Settlement Class Member, you will give up your rights to sue AMC in the future regarding the claims in this case.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT WWW.AMCPVPASETLEMENT.COM

EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue AMC regarding the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won't get a share of the Settlement benefits and will give up your rights to sue AMC regarding the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Andrew L. Carter, Jr., of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Vela, et al. v. AMC Networks, Inc.*, Case No. 1:23-cv-02524-ALC. The people who have sued are called the Plaintiffs. The entity being sued, AMC, is called the Defendant.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Plaintiffs Ronnie Vela, Nicholas Nuñez, Andy Germuga, Trisha Ickes, William Buckley, Patrick James, William Ketterer, Thomas Apostle, and Wendy Kiser) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that AMC violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) to third parties via third-party tracking technology without consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. AMC denies that it violated any law. The Court has not determined who is right. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or AMC should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class is defined as:

All persons in the United States who: (1) were registered users of AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service and (2) requested or obtained specific video content from AMC Services through (i) an online website or mobile app owned, controlled, and/or operated by AMC or (ii) any Streaming Service during the Class Period.

The Class Period is defined as: January 18, 2021 to and through [Preliminary Approval Date]

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: AMC will pay \$8,300,000.00 to create a Settlement Fund.

Prospective Changes: In addition to this monetary relief, the Settlement also requires AMC to suspend, remove or modify operation of the Meta Pixel developed by Meta (formerly known as Facebook) and other tracking technologies developed by the following Third-Party Tracking Companies: Google, Twitter, Snapchat, TikTok, and Braze.

AMC will suspend, remove or modify their operation so that use of such technologies on any AMC Service will not result in AMC's disclosure to the Third-Party Tracking Companies of the specific video content requested or obtained by a specific individual, unless and until the VPPA were to be: (a) amended to expressly permit (and not to prohibit) the Released Claims, (b) repealed, (c) invalidated by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals, or (d) interpreted by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals to permit the contemplated use.

Within 90 days after entry of Final Judgment, Defendant will provide Class Counsel with a sworn declaration that it has suspended, removed or modified the Third-Party Tracking Technologies and Prospective Relief as described herein.

A detailed description of the settlement benefits can be found in the Settlement Agreement available at the website (www.amcvppasettlement.com).

7. How much will my payment be?

After deducting any Court-approved attorneys' fees and expenses, service awards for the class representatives, costs of settlement administration, and any taxes, the Settlement Fund will be distributed to Settlement Class Members as a cash payment on a *pro rata* basis (meaning equal share). This means each Settlement Class Member who submits a valid claim will be paid an equal share from the Net Settlement Fund. The amount of the payments to individual Settlement Class Members will depend on the number of valid claims that are filed. Because the final payment amount cannot be calculated before all claims are received and verified, it will not be possible to provide an accurate estimate of the payment amount before the deadline to file claims.

8. When will I get my payment?

The Court will hold a hearing to consider the fairness of the settlement on [Final Approval Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose claims were

approved by the Settlement Administrator will receive their payment within 90 days after the Settlement has been finally approved and/or any appeals process is complete. In submitting their claims, Settlement Class Members can choose whether to receive their payment via PayPal, Venmo, or paper check. All checks will expire and become void unless cashed within 180 days after the date of issuance.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you **must** complete and submit a Claim Form postmarked by [**Claims Deadline**]. Claim Forms can be found and submitted **here** at the website (www.amcvppasettlement.com), or by printing and mailing a paper Claim Form, copies of which are available for download at the website (www.amcvppasettlement.com).

Settlement Class Members are encouraged to submit claims online. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up (or “release”) your rights to sue AMC and certain of its affiliates (Released Parties) regarding the Released Claims, which are described and defined in Paragraphs 1.29 and 1.30 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you will release the Released Claims, regardless of whether you submit a claim or not. You may access the Settlement Agreement through the “court documents” link on the website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you may speak to the lawyers listed in Question 12 for free or you may, of course, speak to your own lawyer.

11. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary benefit (cash payment) from this Settlement. Further, if you do not exclude yourself, you will be unable to start a lawsuit or be part of any other lawsuit brought against AMC regarding the Released Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Douglas I. Cuthbertson (Lief Cabraser Heimann & Bernstein LLP), Hank Bates (Carney Bates & Pulliam PLLC), Michael R. Reese (REESE LLP), Kevin Laukaitis (LAUKAITIS LAW), to be the attorneys representing the Settlement Class. They are called “Class Counsel.” After conducting an extensive investigation, they believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will ask for no more than one-third of

the \$8.3 million Settlement Fund, but the Court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$2,000.00 for each of the nine Class Representatives (\$18,000 in total) for their service in helping to bring and settle the case. The Service Awards will be paid out of the Settlement Fund, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Class, you must mail or otherwise deliver a letter stating that you want to be excluded. Your letter must include:

- a. The name and number of this case, *Vela, et al. v. AMC Networks, Inc.*, Case No. 1:23-cv-02524-ALC;
- b. Your full name, mailing address, and email address associated with your AMC Services account;
- c. A statement that you wish to be excluded; and
- d. Your handwritten or electronically imaged written signature.

You must mail or deliver your exclusion letter, postmarked no later than **[objection/exclusion deadline]** to:

AMC VPPA Settlement Administrator Exclusions
PO Box xxxx
XXXXXX

No “mass” or “class” opt-outs will be allowed.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue AMC for the Released Claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you may not submit a Claim Form to receive a monetary benefit (cash payment).

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member, you may ask the Court to deny approval by filing an objection. You may object to any aspect of the Settlement, Class Counsel's request for attorneys' fees and expenses, or the request for Service Awards. You can give reasons why you think the Court should not give its approval. The Court will consider your views.

If you choose to make an objection, you must mail or file with the Court a letter or brief stating that you object to the Settlement. Your letter or brief must include:

The name and number of this case, *Vela, et al. v. AMC Networks, Inc.*, Case No. 1:23-cv-02524-ALC;

- a. Your full name and mailing address;
- b. An explanation of the basis upon which you claim to be a Settlement Class Member;
- c. All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- d. The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- e. A statement indicating whether you or your lawyer(s) intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules);
- f. Your handwritten or electronically imaged written signature; and
- g. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

You must mail or deliver your written objection, postmarked no later than **[objection/exclusion deadline]** to:

Clerk of the Court
United States District Court for the Southern District of New York
INSERT
New York, NY 10007

You must also mail or otherwise deliver a copy of your written objection to Class Counsel and AMC's

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT WWW.AMCVPPASETTLEMENT.COM

counsel at the following addresses:

Class Counsel	Defendant's Counsel
<p>Hank Bates Carney Bates & Pulliam, PLLC 519 W. 7th Street Little Rock, AR 72201 Email: hbates@cbplaw.com</p> <p>Douglas I. Cuthbertson Lieff Cabraser Heimann & Bernstein LLP 250 Hudson Street, 8th Floor New York, NY 10013 Email: dcuthbertson@lchb.com</p>	<p>Mark S. Melodia Holland & Knight LLP 31 West 52nd Street, 12th Fl. New York, NY 10019 mark.melodia@hklaw.com</p>

No “mass” or “class” objections will be allowed.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no right to object or file a Claim Form because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [time] on **Month 00, 2024** in Courtroom 1306 at the United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.amcvppasettlement.com or call [class counsel contact]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to attend to the hearing?

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

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that you or your lawyer intends to appear at the Final Approval Hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.amcvppasettlement.com. You may also write with questions to AMC VPPA Privacy Settlement, [P.O. Box 0000, XXXXXX]. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at [class counsel contact], if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

EXHIBIT D

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

Vela, et al. v. AMC Networks, Inc., Case
No. 1:23-cv-02524-ALC

**(United States District Court for the
Southern District of New York)**

**Our Records Indicate You May Be
Entitled to a Payment from a Class
Action Settlement Because You
Were a Registered User of One of the
Following “AMC Services”: (1)
AMC+, (2) Shudder, (3) Acorn TV, (4)
ALLBLK, (5) SundanceNow, or (6)
HIDIVE.**

**Claims Must be Submitted no later
than [Claims Deadline].**

A court authorized this notice.

You are not being sued.

This is not a solicitation from a lawyer.

AMC VPPA Settlement
Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, AMC Networks, Inc. ("AMC"), disclosed the personally identifiable information of registered users of AMC Services (1) AMC+, (2) Shudder, (3) Acorn TV, (4) ALLBLK, (5) SundanceNow, and (6) HIDE to third-party tracking companies, without their consent, in violation of the Video Privacy Protection Act (the "VPPA"). Personally identifiable information includes information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. AMC denies that it violated any law. The court has not decided who is right, but the parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Settlement Class Member? Records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who, from January 18, 2021, to and through [Preliminary Approval Date]: (1) were registered users of AMC Services and (2) requested or obtained video content on at least one of the six AMC Services.

What Can I Get? If approved by the Court, AMC will create a Settlement Fund of **\$8,300,000** for the benefit of the Settlement Class. The Settlement Fund will be distributed to Settlement Class Members who file a timely and complete claim on a *pro rata* basis (meaning equal share), after deducting any Court-approved attorneys' fees and expenses, service awards for the class representatives, costs of settlement administration, and any taxes.

The Settlement also requires AMC to suspend, remove or modify operation of the Facebook Pixel and other Third-Party Tracking Technologies so that use of such technologies on any AMC Service will not result in AMC's disclosure to the third-party technology companies of the specific video content requested or obtained by a specific individual, unless and until the VPPA were to be: (a) amended to expressly permit (and not to prohibit) the Released Claims, (b) repealed, (c) invalidated by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals, or (d) interpreted by a judicial decision on the use of website pixel and/or tracking technologies by the United States Supreme Court, or the Second Circuit Court of Appeals to permit the contemplated use. Within 90 days after entry of Final Judgment, Defendant will provide Class Counsel with a sworn declaration that it has suspended, removed or modified the Third-Party Tracking Technologies and Prospective Relief as described herein.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by visiting **URL**. Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, ACH, Zelle or virtual prepaid card.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a written request to the Settlement Administrator postmarked no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have to sue AMC regarding the issues in the lawsuit. You may object to the proposed settlement, and you and/or your lawyer have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to exclude yourself from, or object to, the Settlement are available at **URL**. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against AMC relating to issues in this case will be released.

Who Represents Me? The Court has appointed lawyers Hank Bates, Carney Bates & Pulliam PLLC, Douglas Cuthbertson, Lief Cabraser Heimann & Bernstein LLP, Michael Reese, Reese LLP, Kevin Laukaitis, Laukaitis Law, to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **_____** m. on **[date]** in Courtroom 1306 at the United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement visit **URL**, contact the Settlement Administrator at 1-XXX-XXX-XXXX or AMC VPPA Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or call Class Counsel at **_____**.

EXHIBIT E

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RONALD VELA, NICHOLAS NUÑEZ,
ANDY GERMUGA, TRISHA ICKES,
WILLIAM BUCKLEY, PATRICK JAMES
WILLIAM KETTERER, THOMAS
APOSTLE, and WENDY KISER, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

AMC NETWORKS, INC.

Defendant.

Case No.: 1:23-cv-02524

DECLARATION OF [AMC EMPLOYEE]

I, [AMC EMPLOYEE], the undersigned, declare that the following is true and correct to the best of my knowledge and belief:

1. I am _____ at AMC Networks Inc. (“AMC”). I have held this role since _____. In this capacity, _____. I am over the age of 18 years old and have personal knowledge of the following facts, and if called as a witness, could and would competently testify thereto.

2. I submit this declaration in furtherance of the Final Approval Order entered in *Vela, et al. v. AMC Networks Inc.*, Case no. 1:23-cv-02524, in the United States District Court for the Southern District of New York before the Honorable Andrew L. Carter.

3. As _____, I have personal knowledge of the operation, code, and digital tools used on the websites and mobile applications of the following streaming services owned, controlled, and operated by AMC: AMC+, Shudder, Acorn TV, ALLBLK, SundanceNow, and HIDIVE (“AMC Services”).

4. In connection with the settlement of this matter, the Third Party Tracking Technologies, as defined in the Parties’ Settlement Agreement, have been suspended, removed

or modified such that they do not result in AMC's disclosure to the third-party technology companies of the specific video content requested or obtained by a specific individual.

Executed on _____, 202__, at [LOCATION].

[AMC EMPLOYEE]