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12 U.S. EQUAL EMPLOYMENT  
13 OPPORTUNITY COMMISSION

14 (Attorney recital continued on next page)

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 U.S. EQUAL EMPLOYMENT  
18 OPPORTUNITY COMMISSION,

19 Plaintiff,

20 vs.

21 REGAL ENTERTAINMENT GROUP,  
22 INC.; REGAL ENTERTAINMENT  
23 HOLDINGS, INC.; REGAL CINEMAS  
24 CORPORATION; REGAL CINEMAS,  
25 INC.; UNITED ARTISTS THEATRE  
26 COMPANY; UNITED ARTISTS  
27 THEATRE CIRCUIT, INC.; AND  
28 DOES 1-10 INCLUSIVE,

Defendant(s).

Case No.: CV 06-04145-ABC (CWx)

Hon. Audrey B. Collins

**JOINT STIPULATION RE:  
DISMISSAL OF THE CIVIL  
ACTION AND REQUEST FOR  
COURT TO RETAIN  
JURISDICTION FOR TWO YEARS  
FROM NOVEMBER 3, 2009**

1 Michael R. Lindsay, SBN 110845  
2 NIXON PEABODY LLP  
3 Gas Company Tower  
4 555 West Fifth St., 46th Floor  
5 Los Angeles, CA 90013  
6 Telephone: (213) 629-6000  
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8 Email: mlindsay@nixonpeabody.com

9 Attorneys for Defendants  
10 REGAL ENTERTAINMENT GROUP, INC.,  
11 REGAL ENTERTAINMENT HOLDINGS, INC.,  
12 REGAL CINEMAS CORPORATION, REGAL CINEMAS, INC.,  
13 UNITED ARTISTS THEATRE COMPANY, and UNITED ARTISTS THEATRE  
14 CIRCUIT, INC.

15 TO THE HONORABLE AUDRY B. COLLINS, U.S. DISTRICT COURT  
16 JUDGE:

17 On November 3, 2009, Plaintiff U.S. EQUAL EMPLOYMENT  
18 OPPORTUNITY COMMISSION and Defendants REGAL ENTERTAINMENT  
19 GROUP, INC., REGAL ENTERTAINMENT HOLDINGS, INC., REGAL  
20 CINEMAS CORPORATION, REGAL CINEMAS, INC., UNITED ARTISTS  
21 THEATRE COMPANY, and UNITED ARTISTS THEATRE CIRCUIT, INC.  
22 (“Defendants”) signed a Settlement Agreement resolving the instant matter. A  
23 copy of the Settlement Agreement is attached hereto as Exhibit A.

24 The Settlement Agreement provides that Defendants will undertake certain  
25 measures stated therein for a period of two years from November 3, 2009, the  
26 “Effective Date.” The Settlement Agreement further provides that the parties  
27 would present to this Court, the Honorable Audrey B. Collins, any disputes  
28 regarding any violation of the Settlement Agreement for the two years after the  
Effective Date.


Accordingly, the parties jointly stipulate and request that the Civil Action be  
dismissed with prejudice, with all parties to bear their own costs and attorneys fees.

1 The parties further stipulate and request the Court retain sufficient jurisdiction over  
2 this case through November 3, 2011, to allow any party to seek resolution in this  
3 Court of any disputes regarding any violation of the Settlement Agreement during  
4 the two year period following the Effective Date.

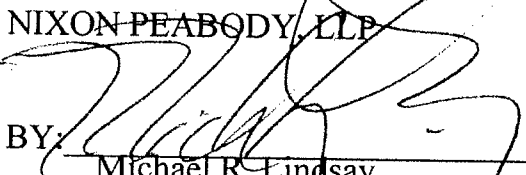
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Dated: November 9, 2009

Respectfully submitted,  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

BY:   
Sue J. Noh  
Attorneys for Plaintiff EEOC

Dated: November 5, 2009

~~NIXON PEABODY, LLP~~  
BY:   
Michael R. Lindsay  
Attorneys for Defendants  
REGAL ENTERTAINMENT  
GROUP, INC., REGAL  
ENTERTAINMENT HOLDINGS,  
INC., REGAL CINEMAS  
CORPORATION, REGAL  
CINEMAS, INC., UNITED  
ARTISTS THEATRE COMPANY,  
and UNITED ARTISTS THEATRE  
CIRCUIT, INC.

**PROOF OF SERVICE VIA ELECTRONIC FILING SYSTEM**

I am, and was at the time the herein mentioned mailing took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

On the date that this declaration was executed, as shown below, I served the foregoing **JOINT STIPULATION RE: DISMISSAL AND REQUEST FOR COURT TO RETAIN JURISDICTION FOR TWO YEARS FROM SETTLEMENT EFFECTIVE DATE AND [PROPOSED] ORDER** via the Case Management, /Electronic Case Filing (CM/ECF) system at Los Angeles, County of Los Angeles, California to:

Michael R. Lindsay  
NIXON PEABODY LLP  
Email: mlindsay@nixonpeabody.com

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on November 9, 2009, at Los Angeles, California.

/s/ Sue J. Noh  
SUE J. NOH

## Exhibit A

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by and between Regal Entertainment Group, Inc.; Regal Entertainment Holdings, Inc.; Regal Cinemas Corporation; Regal Cinemas, Inc.; United Artists Theatre Company; and United Artists Theatre Circuit, Inc. (collectively “REGAL”) on the one hand and the United State Equal Employment Opportunity Commission (“EEOC”) on the other.

**WITNESSETH:**

WHEREAS, the EEOC has caused to be filed in the United States District Court, Central District of California, a civil action entitled *EEOC v. Regal Entertainment Group, Inc., et al.*, Case No. CV-06041450ABC (CWx) (hereinafter referred to as the “Civil Action”), under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”).

WHEREAS, a certain individual claimant initiated with the EEOC certain Charges of Discrimination , numbered 340-2004-00816, 340-2004-01333, and 480-2008-02273, (collectively, “Charges”) and the EEOC has identified other individual claimants in its investigatory processes. (Collectively these individuals are hereinafter referred to as “Claimants.”)

WHEREAS, Regal maintains, and continues to maintain, that at no time has any of its or its agents’ actions violated any discrimination laws and in particular, Title VII of the Civil Rights Act of 1964 and that it has at all times prior to the Effective Date and presently continues to strictly comply with the requirements of the Civil Rights Act of 1964 as it pertains to all of its employment practices, polices, procedures and, specifically as such acts, practices, policies and procedures were applied to all, including the Claimants.

WHEREAS, REGAL, on the one hand, and the EEOC, on the other hand, now desire to settle fully and finally all differences between them arising from the aforementioned Civil Action and EEOC Charge Nos. 340-2004-00816, 340-2004-01333, and 480-2008-02273.

NOW THEREFORE, in consideration of the recitals about and the mutual promises and obligations herein contained, it is agreed as follows:

1. Effective Date

The provisions and agreements contained herein are effective immediately upon the date which this Agreement is executed by the Parties, REGAL and the EEOC (“Effective Date”). This Agreement shall remain in effect for two (2) years from the Effective Date.

2. Resolution of Claims

This Agreement fully and completely resolves all issues, claims and allegations that were raised or that could have been raised at any time by the EEOC and/or the Claimants against REGAL through the Civil Action and EEOC Charge Nos. 340-2004-00816, 340-2004-01333, and 480-2008-02273 ( collectively, the “Released Claims”).

The Parties will file a Joint Stipulation and Proposed Order to dismiss the Civil Action with prejudice, with the Court retaining continuing jurisdiction to enforce the terms of this Agreement for a period of two (2) years after the Effective Date. The Parties will attach this Agreement to Joint Stipulation and Proposed Order to dismiss the Civil Action with prejudice to be filed with the District Court.

The EEOC understands and agrees that each and all of the obligations undertaken by REGAL pursuant to this Agreement are expressly conditioned upon the Court's entry of the Stipulation and Order Regarding Dismissal of the Civil Action with prejudice and in its entirety.

Upon the expiration of the two (2) year period following the Effective Date, unless the period is expressly extended as provided herein, the Court shall dissolve any order issued on the Joint Stipulation and Proposed Order, and the Civil Action shall be dismissed by the Court with prejudice.

The EEOC agrees that it will not file or re-file a lawsuit regarding any claim covered by the Civil Action and Charges of Discrimination 340-2004-00816, 340-2004-01333, and 480-2008-02273.

The Parties agree that this Agreement in no affects the EEOC's right to bring, process, investigate or litigate charges of discrimination in accordance with standard EEOC procedures where such charges of discrimination are not the Released Claims.

Nothing in this Agreement shall be construed to limit or reduce REGAL's obligation to comply fully with Title VII or any other federal statute that prohibits discrimination in employment.

### 3. Settlement Payments

In full settlement of the claims and/or allegation raised and/or could have been raised in the Released Claims, REGAL shall pay a total of \$175,000 as set forth below.

Following entry of the Joint Stipulation and Order of Dismissal in the Civil Action, and within ten (10) days of receipt by REGAL of fully executed releases of all claims from the Claimants, and each of them, REGAL will pay the lump sum of One Hundred Thousand Dollars and No Cents (\$100,000) to the Claimants. The EEOC will notify and direct REGAL as to the amounts to be distributed directly by REGAL to each Claimant and the address where payments are to be sent. REGAL shall report the payments to the Internal Revenue Service and other appropriate tax authorities on a form 1099. The amounts distributed to the Claimants shall be designated as compensation for all claims that arose in connection with this case, including without limitation for emotional distress and pain and suffering.

Following entry of the Joint Stipulation and Order of Dismissal in the Civil Action, REGAL will pay the lump sum of Seventy-Five Thousand Dollars and No Cents (\$75,000) in a check made payable to the "Will Rogers Motion Picture Pioneers Foundation," a not-for-profit organization, dedicated to helping motion picture industry veterans who need aid in times of emergencies or distress.

Within seven (7) business days of issuance of each of the settlement checks to the Claimants and to the Will Rogers Motion Picture Pioneers Foundation, REGAL shall submit a copy of each check, any other tax forms, and related correspondence to the Regional Attorney, United States Equal Employment Opportunity Commission, 255 East Temple Street, 4<sup>th</sup> Floor, Los Angeles, CA 90012.

4. Non-Monetary General Settlement Terms

Following entry of the Joint Stipulation and Order of Dismissal in the Civil Action, the execution of this Agreement by all Parties, and upon receipt by REGAL of fully executed releases of all claims from the Claimants, and each of them, REGAL shall undertake the following actions:

a. **Nondiscrimination** REGAL, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree to ensure and to continue to comply with their obligations under Title VII of the Civil Rights Act of 1964 including to not: (a) harass or tolerate harassment against persons on the basis of sex in the terms and conditions of employment; (b) engage in or be a party to any action, policy or practice that subjects any employee to discrimination on the basis of sex; (c) create, facilitate or permit the existence of a work environment that is hostile to employees on the basis of sex; and (d) impose or permit any tangible employment actions against employees.

b. **Anti-Retaliation** REGAL, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree to ensure and to continue to comply with their obligations under Title VII of the Civil Rights Act of 1964 including to not engage in, implement or permit any action, policy or practice with the purpose of retaliating against any current or former employee or applicant of REGAL, because he or she has: (a) opposed any practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such practice; (c) testified or participated in any manner in any investigation (including without limitation, any internal investigation undertaken by REGAL and/or their agents), proceeding in connection with this case and/or relating to any claim of a Title VII violation; (d) was identified as a possible witness or Aggrieved Party in this action; (e) asserted any rights under this Agreement; or (f) sought or received any relief in accordance with this Agreement.

c. **Posting** Within ten (10) business days after Effective Date, REGAL shall post a notice, in the form attached as Exhibit "A" ("Posting") at the time clock of the Marina Del Rey theater. The size of the notice shall be no smaller than 8½ by 11 inches and 12 point font. REGAL agrees to leave the posting in place at the Marina Del Rey theater for the term of the Agreement. However, after the reporting period following the first year, if no issues of discrimination or retaliation arise that the EEOC assesses to be of substance, then the posting can be removed after one (1) year from the Effective Date. The EEOC shall notify REGAL of concerns regarding issues of discrimination or retaliation. Unless the EEOC notifies REGAL, REGAL may remove the Posting one (1) year from the Effective Date.

d. **Equal Employment Policies and Procedures** Within ten (10) business days



after the Effective Date, REGAL shall confirm that it has previously distributed in REGAL's Western District, (which for the purposes of this Agreement shall be defined as all thirteen (13) theaters in the geographic region covered by District Manager Brian Kusserow from 2002-2008), its policy against harassment, discrimination and retaliation, which provides, inter alia:

- i. A clear proscription against conduct deemed illegal by Title VII;
- ii. Assurance that employees who make complaints of sexual harassment or provide information related to such complaints will be protected against retaliation;
- iii. A clearly described complaint procedure that provides accessible and confidential avenues of complaint with contact information including name, address, and telephone number of persons (i.e., human resources) to whom employees may report sexual harassment and retaliation, including a written statement that the employee may report the discriminatory behavior to designated persons outside their chain of management;
- iv. Protection of the confidentiality of harassment/discrimination complaints to the extent possible;
- v. A procedure for communicating with the complainant regarding the status of the complaint/investigation, results of the investigation, and any remedial action taken to the extent practicable under the circumstances;
- vi. That REGAL will take immediate and appropriate corrective action to determine whether harassment/discrimination and/or retaliation has occurred and after a determination that harassment/discrimination, and/or retaliation has occurred, REGAL will take immediate and appropriate corrective and preventative measures; and
- vii. A statement that any employee engaged in any conduct of sexually offensive and/or retaliatory nature will be subject to disciplinary action up to and including termination of employment.

The complete policy shall continue to be included in all relevant policy or employee manuals. REGAL shall continue to maintain acknowledgments from each employee who receives the policy and, upon at least thirty (30) days written notice, make such acknowledgements available to the EEOC for inspection.

The policy, as agreed upon by both parties prior to the execution of this Agreement, shall not be modified except to conform to the requirements of prevailing law or as authorized by *infra* Section 7.

e. **Training** Within sixty (60) days after the Effective Date, REGAL shall provide training for all employees in the Western District that have not received similar training as set forth herein, within the last twelve months. This training shall include a program of at least three (3) hours for supervisory employees at or above the Associate Manager level and two (2) hours for all other employees. Anyone who failed to attend scheduled training shall be provided

equivalent training within thirty (30) days of the training set forth above.

Within thirty (30) days after the Effective Date, REGAL shall provide the EEOC with a copy of its proposed training materials to satisfy the training requirements in the previous subparagraph as well as the curriculum vitae of any trainers. The EEOC may provide any comments it has on the training materials and trainer within thirty (30) days following delivery of the training material.

The Parties agree that the training program shall include equal employment opportunity rights and responsibilities, discrimination, harassment, retaliation, and REGAL's policies and procedures for reporting and responding to complaints of discrimination, harassment and retaliation.

The Parties also agree that the training program for supervisors at or above the Associate Manager level shall additionally include training on how to properly receive and report complaints of discrimination and/or harassment in a neutral manner, how to recognize and prevent discrimination and/or retaliation, and how to take corrective measures against discrimination and/or retaliation. The parties understand that REGAL intends to continue its practice of conducting all of its formal investigations by trained professionals in its Human Resources Department. This training of the supervisors at or above the Associate Manager level is to allow them to receive and report such complaints, but it is not intended by either party that they should serve as the formal investigators of such complaints. If any investigations are conducted by supervisors at or about the Associate Manager level, (and it is plainly understood that REGAL does not intend for any such persons to conduct investigations), they shall document their investigation of the complaints of discrimination and/or retaliation that they receive and/or of which they learn in their investigations, and their response, if any, shall be in accordance with REGAL's policies and procedures which shall be in compliance with Title VII.

The Parties also agree that for two (2) years following the Effective Date, all new employees and all employees recently promoted to a supervisory position at or about the Associate Manager level shall receive the appropriate training, within sixty (60) days of hire or promotion, and that all employees required to attend the training shall verify their attendance in writing. REGAL agrees to maintain the records related to the training program for at least two (2) years following the Effective Date.

f. Procedures for Tracking and Responding to Complaints For a period of two (2) years following the Effective Date, REGAL shall track and collect all discrimination complaints emanating from or related to the Western District and retain records of each investigation, including all documents generated in connection with the complaint, its investigation, and its resolution.

For a period of two (2) years following the Effective Date, REGAL shall continue to maintain a designated toll-free number which shall be disseminated to all employees in the Western District by means of both the Employee Handbooks and the training required under this Agreement. All complaints made in calls to the toll-free number emanating from or relating to the Western District shall be tracked and investigated by REGAL to the extent possible. REGAL shall maintain the records relating to those calls emanating from or relating to the Western

District and any resulting investigations.

For a period of two (2) years following the Effective Date, REGAL shall maintain an internal complaint procedure for, at least, the Western District which shall continue to provide at a minimum:

i. A thorough investigation of each complaint by person(s) designated by REGAL who are qualified to conduct such investigations and not involved with the complaint, complainant or accused;

ii. Such investigations shall include, interviews of all potential witnesses identified by the complainant or other witnesses to the extent practicable;

iii. The investigation will be conducted in a manner calculated to maintain the confidentiality of the complaint and investigation to the extent practicable under the circumstances;

iv. The investigation procedure will provide for a timely and effective resolution of such complaints;

v. The investigation procedure will to the extent appropriate set forth a mechanism for communicating with the complainant regarding the status of the complaint/ investigation, results of the investigation, and any remedial action taken; and

vi. The written complaint, if any, and all documents pertaining to and/or generated from any investigation of the complaint, findings and/or reports from the investigation, and documents reflecting electronic, written or other communications with the complainant, witnesses, and the accused shall be maintained for a period of not less than two (2) years following the Effective Date.

vii. For a period of two (2) years following the Effective Date, REGAL shall continue to ensure that all supervisors in the Western District at or above the Associate Manager level are acting in compliance with REGAL's Anti-Discrimination Policies and Procedures and EEO policies and that its supervisors at or above the Associate Manager level in the Western District who fail to properly respond to discrimination complaints or incidents of discrimination they witness and/or otherwise learn of shall be subject to discipline pursuant to REGAL's discipline policies.

5. Non-Monetary Settlement Terms for the Claimants, Jesus Buenrostro, Nancy Valdez, and Bobby Gulrajani.

a. During this Agreement, and notwithstanding the expiration of this Agreement, and any time thereafter, upon inquiry by any employer or governmental agency, REGAL's Corporate Human Resources Department shall comply with REGAL's current policy and provide only a neutral reference for the Claimants consisting solely of the positions held and dates of employment absent a written consent from the Claimants or court order. Any and all inquiries regarding the Claimants directed to REGAL shall be directed to REGAL's Corporate Human Resources Department.

b. Solely to resolve these matters, and as an accommodation to and at the direct request of the EEOC, REGAL agrees that within thirty (30) days after the Effective Date, it shall, rescind and reclassify the terminations of Claimants Jesus Buenrostro and Nancy Valdez to voluntary resignations. REGAL's agreement to reclassify such terminations as voluntary resignations is in no way intended to suggest or reflect any admission, acceptance or acknowledgement on the part of REGAL that REGAL improperly terminated the Claimants.

6. Record Keeping and Reporting

a. In addition to the record keeping requirements otherwise set forth herein, for the two (2) years following the Effective Date, REGAL will establish and follow a record-keeping procedure that provides for the centralized tracking of discrimination, retaliation and harassment complaints in the Western District.

b. For the two (2) year period following the Effective Date, REGAL will provide a copy of any and all documents required by it to be kept of maintained under this Agreement to the EEOC within thirty (30) days of a written request for the document by the EEOC.

c. To assist the EEOC to monitor this Agreement, REGAL agrees that ninety (90) following the Effective Date, REGAL shall provide a written verification that it has:

i. Posted the notice as set forth in Section 4(c) of this Agreement;

ii. Distributed REGAL's Anti-Discrimination Policies and Procedures and EEO policies as set forth in Section 4(d) of this Agreement; and

iii. Complied with its obligations to the Claimants as set forth in Section 5 of this Agreement.

d. For the two (2) year period following the Effective Date, REGAL shall provide the EEOC with two (2) annual written verification confirming that it has:

i. Provided all training sessions required under this Agreement during the immediately previous twelve month period;

ii. Complied with its obligations under Section 4(f)(vii); and

iii. Separately, provide to the EEOC a summary description, such as a copy of the STOAT report, or similar thereto, of all discrimination and/or retaliation complaints received during the previous twelve months from the Western District. The summary description for each matter so described shall include the names of the individuals alleging harassment or retaliation, the nature of the harassment or retaliation, the alleged perpetrators of harassment or retaliation, the dates of the alleged harassment or retaliation, a brief summary of how each complaint was resolved and the identity of REGAL's employee(s) who investigated or resolved each complaint. If an investigation into a given complaint has not been completed by the due date for the annual report, the matter

should be identified with the notation that the investigation is pending.

7. General Terms

a. This Agreement constitutes the complete understanding of the Parties with respect to the matters contained herein. No waiver, modification or amendment of any provision of this Agreement will be effective unless made in writing and signed by an authorized representative of each of the Parties.

b. If one or more provisions of the Agreement are rendered unlawful or unenforceable, the Parties shall make good faith efforts to agree upon appropriate amendments to this Agreement in order to effectuate the purposes of the Agreement. In any event, the remaining provisions will remain in full force and effect unless the purposes of the Agreement cannot, despite the Parties' best efforts, be achieved.

c. REGAL and the EEOC understand and acknowledge that this Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to any Party.

d. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

e. The Parties expressly agree that any action for breach and/or enforcement of this Agreement shall be brought before the Honorable Audrey Collins in the United States District Court for the Central District of California who, in the Joint Stipulation and Proposed Order to dismiss the Civil Action, the Parties will request to retain jurisdiction to enforce the terms of the Agreement for a period of two (2) years following the Effective Date.

f. Prior to initiating any action for breach of this Agreement, the EEOC will notify the designated legal counsel of REGAL, in writing, of the specific facts supporting the claim of breach. The notice shall specify the particular provision(s) that the EEOC believes REGAL has breached. Unless the EEOC believes that the delay will cause irreparable harm, the Parties shall have sixty (60) days to attempt to resolve or cure any breach alleged. The Parties agree to cooperate with each other and use their best efforts to resolve any dispute referenced in the notice of breach. After sixty (60) days have passed with no resolution or agreement to extend the time further, the EEOC may bring an action seeking resolution of the dispute, seeking all available relief. In addition to any relief specifically awarded by the Court, REGAL specifically consents, that if so adjudged, the term of this Agreement may be extended for such period of time as REGAL is shown to be in breach of the Agreement.

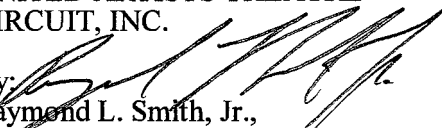
g. The Parties agree that the consideration and obligations undertaken under this Agreement are received and given in settlement and to compromise the disputed claims and that neither this Agreement nor the aforesaid consideration and promises are to be construed as an admission on the part of REGAL of any wrongdoing or liability, nor to be admissible as evidence in any proceeding other than for enforcement of the provisions of this Agreement.

h. This Agreement may be executed in counterparts and shall be deemed fully

executed when each Party signed and transmitted a counterpart to the other Party. All counterparts taken together shall constitute the Agreement. A facsimile signature shall have the same force and effect of an original signature.

i. Unless otherwise designated by the respective party, all notices, reports and correspondence required under this Agreement shall be delivered to the attention of the Regional Attorney, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA 90012. When the Agreement requires the EEOC to give notice to REGAL, the EEOC shall deliver such notice to counsel of record Michael R. Lindsay, Nixon Peabody LLP, Gas Company Tower, 46<sup>th</sup> Floor, 555 West 5<sup>th</sup> Street, Los Angeles, California 90013.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

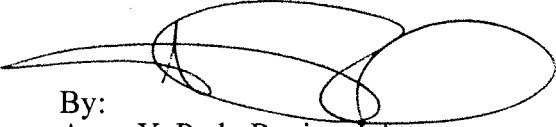
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|--|---|
| <p>Dated: August __, 2009</p>                        | <p>U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION</p> <p>By:<br/>Anna Y. Park, Regional Attorney<br/>Attorneys for Plaintiff EEOC</p>   |
| <p>Dated: <del>August 2</del>, 2009<br/>November</p> | <p>REGAL ENTERTAINMENT GROUP, INC.; REGAL ENTERTAINMENT HOLDINGS, INC.; REGAL CINEMAS CORPORATION; REGAL CINEMAS, INC.; UNITED ARTISTS THEATRE COMPANY; AND UNITED ARTISTS THEATRE CIRCUIT, INC.</p> <p>By: <br/>Raymond L. Smith, Jr.,<br/>Senior Vice President, H.R. Counsel<br/>REGAL Entertainment Group, Inc.</p> |



executed when each Party signed and transmitted a counterpart to the other Party. All counterparts taken together shall constitute the Agreement. A facsimile signature shall have the same force and effect of an original signature.

i. Unless otherwise designated by the respective party, all notices, reports and correspondence required under this Agreement shall be delivered to the attention of the Regional Attorney, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA 90012. When the Agreement requires the EEOC to give notice to REGAL, the EEOC shall deliver such notice to counsel of record Michael R. Lindsay, Nixon Peabody LLP, Gas Company Tower, 46<sup>th</sup> Floor, 555 West 5<sup>th</sup> Street, Los Angeles, California 90013.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

|                                |   |
|--------------------------------|---|
| <p>Dated: November 3, 2009</p> | <p>U.S. EQUAL EMPLOYMENT<br/>OPPORTUNITY COMMISSION</p>  <p>By:<br/>Anna Y. Park, Regional Attorney<br/>Attorneys for Plaintiff EEOC</p>  |
| <p>Dated: _____, 2009</p>      | <p>REGAL ENTERTAINMENT GROUP,<br/>INC.; REGAL ENTERTAINMENT<br/>HOLDINGS, INC.; REGAL<br/>CINEMAS CORPORATION; REGAL<br/>CINEMAS, INC.; UNITED ARTISTS<br/>THEATRE COMPANY; AND<br/>UNITED ARTISTS THEATRE<br/>CIRCUIT, INC.</p> <p>By:<br/>Raymond L. Smith, Jr.,<br/>Senior. Vice President, H.R. Counsel<br/>REGAL Entertainment Group, Inc.</p> |

## Exhibit A



**NOTICE TO THE EMPLOYEES OF REGAL ENTERTAINMENT GROUP**

This notice is being posted pursuant to a Settlement Agreement between the U.S. Equal Employment Opportunity Commission (“EEOC”) and Regal Entertainment Group, Inc. and other related companies named as defendants in a the lawsuit entitled *EEOC v. REGAL Entertainment Group, Inc., et al*, Case No. CV-06-04145-ABC (CWx). This lawsuit alleged that Regal Entertainment Group, Inc. and certain related companies engaged in behavior alleged to have violated several employees rights by subjecting them to sexual harassment and/or retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e et seq. Regal Entertainment Group and its related companies have denied all of the allegations in the lawsuit, but have agreed to post this notice as part of the settlement and to reiterate Regal Entertainment Group’s policies.

Regal Entertainment Group reaffirms its commitment to comply with Title VII to prevent and correct sexual harassment and will not tolerate discrimination or retaliation of any kind. All complaints of discrimination will be thoroughly investigated and kept confidential to the extent possible. Individuals who engage in discriminatory conduct or retaliation will be subject to discipline up to and including termination pursuant Regal’s policies and procedures. All employees at this at the Marina Del Rey location will continue to receive training regarding the company's policies against discrimination and retaliation and their rights and obligations under Title VII. Regal Entertainment Group reiterates that it will not retaliate against any employees or applicants for employment because they have exercised their rights under Title VII or otherwise sought equal employment opportunities. Regal Entertainment Group holds all its employees accountable for failing to comply with the company's anti-discrimination policy. If you feel you have been subjected to discrimination, would like information about filing a Charge of Discrimination, or would like to report unlawful employment discrimination, you may contact the company's human resources department directly or anonymously at 1-877-TELL-REGAL or the EEOC at 1-800-894-1090.

In addition to enforcing Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex (including sexual harassment or pregnancy) or national origin and protects employees who complain about such offenses from retaliation, the EEOC enforces the Age Discrimination in Employment Act, which protects workers age 40 and older from discrimination based on age; the Equal Pay Act of 1963, which prohibits gender-based wage discrimination; the Rehabilitation Act of 1973, which prohibits employment discrimination against people with disabilities in the federal sector; Title I of the Americans with Disabilities Act, which prohibits employment discrimination against people with disabilities in the private sector and state and local governments; and sections of the Civil Rights Act of 1991. Additional information can be found on the EEOC's web site at [www.eeoc.gov](http://www.eeoc.gov).

Dated: May\_\_\_\_\_, 2009

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Raymond L. Smith, Jr.  
Senior Vice President, Human Resources Counsel  
Regal Entertainment Group, Inc.