



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT)	
HOLDINGS, INC. STOCKHOLDER)	CONSOLIDATED
LITIGATION)	C.A. No. 2023-0215-MTZ

TRANSMITTAL AFFIDAVIT OF DANIEL E. MEYER

I, Daniel E. Meyer, do hereby state as follows:

1. I am an attorney at Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”), counsel for Plaintiffs in the above-captioned action.

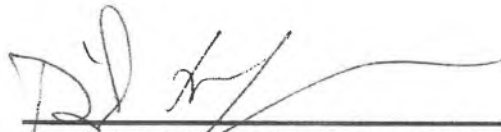
2. Pursuant to paragraph 13 of *Plaintiffs’ Proposal to Protect Privacy Interests of Objector Class Member* (“Plaintiffs’ Proposal”), on June 22, 2023, Plaintiffs filed the Transmittal Affidavit of Daniel E. Meyer attaching Objections to Settlement (the “Meyer Affidavit”) (Trans. ID’s 70241926 and 70242253) of people who have (a) indicated that they intend to appear in person at the Settlement Hearing and have submitted redacted versions of their objections, (b) indicated that they intend to appear in person at the Settlement Hearing but have not submitted redacted versions of their objections, and (c) not indicated that they intend to appear in person at the Settlement Hearing and, since the filing of Plaintiffs’ Proposal, have indicated that they want their objections filed publicly.

3. Exhibit R to the Meyer Affidavit attached an incomplete version of the Objection of Rose Izzo.

4. Attached is a corrected Exhibit R to the Meyer Affidavit to replace the previously filed version.

I declare under penalty of perjury and under the laws of the State of Delaware that the foregoing is true and correct.

Dated: June 26, 2023



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Sworn to and subscribed before
me on this 26th day of June, 2023.


Notary Public

CERTIFICATE OF SERVICE

I, Daniel E. Meyer, hereby certify that, on June 26, 2023, a copy of the foregoing *Transmittal Affidavit of Daniel E. Meyer attaching Corrected Version of Exhibit R to the Transmittal Affidavit Attaching Objections to Settlement* was filed and served electronically via File & ServeXpress upon the following counsel of record:

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Corrected Exhibit R

Part 1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

)
)
) Consol. C.A. No. 2023-0215-MTZ
)
)

**ROSE IZZO'S OBJECTION TO
THE PROPOSED SETTLEMENT, AWARD OF
ATTORNEYS' FEES AND EXPENSES, AND INCENTIVE AWARDS**

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TABLE OF CONTENTS

TABLE OF AUTHORITIES	iii
PRELIMINARY STATEMENT	1
BACKGROUND	5
A. The Settlement Permits Aron to Crush the Apes	5
1. The Transaction Crushes the Apes	6
2. The April 2023 Vote Fails Without the APE’s Proportional Vote.....	9
B. AMC’s Fortunes Improve	10
C. The Remaining Plaintiffs are Not Apes	13
1. Franchi	14
2. Allegheny	15
3. Munoz	17
4. Izzo	18
ARGUMENT	19
I. THE SETTLEMENT SHOULD NOT BE APPROVED	20
A. The Settlement is a Bad Deal for AMC Stockholders	21
1. The Settlement Gives Away Valuable Claims	21
a. The Court Can Provide Complete Relief to the Class	22
b. The Settling Parties Undervalue the Released Claims.....	24

c.	The Release Violates <i>Griffith v. Stein</i> and <i>In re PHLX</i>	30
2.	Plaintiffs Exaggerate the Value of the Settlement Consideration	34
B.	The Other <i>Polk</i> Factors Weigh Against Approval	36
II.	THE CLASS SHOULD NOT BE CERTIFIED AS PROPOSED	37
A.	Due Process Requires Providing an Opt-Out to the Apes	38
B.	The Settlement Cannot Be Certified Under Rule 23(a)(4)	42
III.	PLAINTIFFS' FEE AND INCENTIVE REQUESTS ARE EXCESSIVE	46
A.	The "Benefit" of the Settlement is Trivial in Comparison to the Harm the Transaction Inflicts on the Apes	47
B.	A Quick Settlement Posed Little Contingency Risk	49
C.	The Quality of Representation Warrants a Downward Departure	50
D.	The Result Does Not Warrant Nearly \$6,000/hr. in Fees	51
E.	An Early-Stage Settlement Warrants No More Than a 10% Fee Award	53
F.	No Incentive Awards are Warranted	54
	CONCLUSION	56

TABLE OF AUTHORITIES

Cases

<i>In re Abercrombie & Fitch Co. S'holders Deriv. Litig.</i> , 886 A.2d 1271 (Del. 2005)	51
<i>In re Activision Blizzard, Inc. S'holder Litig.</i> , 124 A.3d 1025 (Del. Ch. 2015)	45, 53
<i>Ams. Mining Corp. v. Theriault</i> , 51 A.3d 1213 (Del. 2012)	53
<i>Barkan v. Amsted Industries, Inc.</i> , 567 A.2d 1279 (Del. 1989)	21
<i>Blasius Industries, Inc. v. Atlas Corp.</i> , 564 A.2d 651 (Del. Ch. 1988)	<i>passim</i>
<i>Boyer v. Wilmington Materials, Inc.</i> , 1999 WL 342326 (Del. Ch. May 17, 1999)	46
<i>In re Celera Corporation S'holder Litig.</i> , 59 A.3d 418 (Del. 2012)	38
<i>In re Coleman Co. Inc. S'holders Litig.</i> , 750 A.2d 1202 (Del. Ch. 1999)	20-21
<i>Coster v. UIP Companies, Inc.</i> , 255 A.3d 952 (Del. 2021)	27
<i>In re Cox Radio, Inc. S'holders Litig.</i> , 2010 WL 1806616 (Del. Ch. May 6, 2010), <i>aff'd</i> , 9 A.3d 475 (Del. 2010)	46
<i>Dieter v. Prime Computer, Inc.</i> , 681 A.2d 1068 (Del. Ch. 1996)	42
<i>Electrical Workers Pension Fund, Local 103, IBEW v. Fox Corp.</i> , C.A. No. 2022-1007-JTL (Del. Ch. Mar 29, 2023) (Trans.)	28

<i>Franklin Balance Sheet Inv. Fund v. Crowley</i> , 2007 WL 2495018 (Del. Ch. Aug. 30, 2007)	52
<i>Goodrich v. E.F. Hutton Group, Inc.</i> , 1993 WL 94456 (Del. Ch. Mar. 24, 1993)	40-41
<i>Green v. Phillips</i> , 2000 WL 33521109 (Del.Ch. June 28, 2000)	30
<i>Griffith v. Stein</i> , 283 A.3d 1124 (Del. 2022)	<i>passim</i>
<i>Hartford Accident. & Indemnity Co. v. W. S. Dickey Clay Manufacturing Co.</i> , 24 A.2d 315 (Del. 1942)	28
<i>In re Infinity Broadcasting Corp. S'holders Litig.</i> , 802 A.2d 285 (Del. 2002)	42
<i>Isaacson v. Niedermayer</i> , 200 A.3d 1205 (Del. 2018)	51, 54
<i>In re Jefferies Grp., Inc. S'holders Litig.</i> , 2015 WL 3540662 (Del. Ch. June 5, 2015)	53
<i>Lewis v. Anderson</i> , 477 A.2d 1040 (Del. 1984)	32
<i>Lewis v. Hirsch</i> , 1994 WL 263551 (Del. Ch. June 1, 1994)	21
<i>MM Companies, Inc. v. Liquid Audio, Inc.</i> , 813 A.2d 1118 (Del. 2003)	26
<i>Mercier v. Inter-Tel (Delaware), Inc.</i> , 929 A.2d 786 (Del. Ch. 2007)	27-28
<i>In re Mobile Communications Corp. of Am., Inc. Consol. Litig.</i> , 1991 WL 1392 (Del. Ch. Jan. 7, 1991)	40
<i>In re News Corp. S'holder Litig.</i> , C.A. 6285-VCN (Del. Ch. June 26, 2013)	53

<i>Orban v. Field</i> , 1997 WL 153831 (Del. Ch. Apr. 1, 1997).....	28
<i>In re Orchard Enters., Inc. S'holder Litig.</i> , 2014 WL 4181912 (Del. Ch. Aug. 22, 2014).....	53
<i>In re Philadelphia Stock Exchange, Inc.</i> , 945 A.2d 1123 (Del. 2008).....	33-34
<i>Polk v. Good</i> , 507 A.2d 531 (Del. 1986).....	<i>passim</i>
<i>Prezant v. De Angelis</i> , 636 A.2d 915 (Del. 1994).....	3, 39, 42
<i>Raider v. Sunderland</i> , 2006 WL 75310 (Del. Ch. Jan 4, 2006)	<i>passim</i>
<i>In re Resorts Int'l S'holders Litig. Appeals</i> , 570 A.2d 259 (Del. 1990).....	20
<i>In re Riverbed Tech., Inc. S'holders Litig.</i> , 2015 WL 7769861 (Del. Ch. Dec. 2, 2015)	56
<i>Ryan v. Gifford</i> , 2009 WL 18143 (Del. Ch. Jan. 2, 2009)	21
<i>SEB Invs. Management AB v. Symantec Corp.</i> , 2021 WL 1540996 (N.D. Cal. Apr. 20, 2021).....	14
<i>Schnell v. Chris-Craft Industries, Inc.</i> , 285 A.2d 437 (Del. 1971).....	24
<i>Schumacher v. Dukes</i> , C.A. No. 2020-1049-PAF (Del. Ch. Nov. 17, 2022) (Trans.).....	33
<i>Schumacher v. Loscalzo</i> , C.A. No. 2022-0059-LWW (Del. Ch. Sept. 21, 2022) (Trans.).....	33
<i>Sugarland Indus., Inc. v. Thomas</i> , 420 A.2d 142 (Del. 1980).....	<i>passim</i>

<i>In re Symantec Corp. S'holder Deriv. Litig.</i> , C.A. No. 2019-0224-JTL (Del. Ch. May 4, 2023) (Trans.)	13, 53-54
<i>Turberg v. ArcSight, Inc.</i> , 2011 WL 4445653 (Del. Ch. Sept. 20, 2011).....	39
<i>Turner v. Bernstein</i> , 768 A.2d 24 (Del. Ch. 2000)	40
<i>In re Trulia, Inc. S'holder Litig.</i> , 129 A.3d 884 (Del. Ch. 2016)	15, 37
<i>UniSuper Ltd. v. News Corp.</i> , 898 A.2d 344 (Del. Ch. 2006)	30, 33-34
<i>Unocal Corp. v. Mesa Petroleum Co.</i> , 493 A.2d 946 (Del.1985)	26
<u>Statutes and Rules</u>	
Ct. Ch. R. 23.....	17, 42, 45
Ct. Ch. R. 171.....	50
Del. R. Prof. Conduct 4.2	55
15 U.S.C. § 78u-4.....	16
Tex. R. Civ. P. 42.....	48
<u>Other Authorities</u>	
Stephen J. Choi, Drew T. Johnson-Skinner & A.C. Pritchard, <i>The Price of Pay to Play in Securities Class Actions</i> , 8 J. EMPIRICAL LEGAL STUD. 650 (2011)	16
Sean J. Griffith & Anthony A. Rickey, <i>Objections to Disclosure Settlements: A How-To Guide</i> , 70 Okla. L. Rev. 281 (2017).....	46

PRELIMINARY STATEMENT

Objector Rose Izzo, and numerous AMC retail stockholders, reject Plaintiffs' assessment that "[a]t its core, this Action is about voting rights."¹ This case is about a scheme by Defendants—and particularly AMC CEO Adam Aron—to transfer over \$1.4 billion of AMC's market capitalization from current Common stockholders to holders of Preferred Equity Units. True, Aron needed to sell millions of votes to a hedge fund in a sweetheart deal to execute this scheme. But the harm to Common stockholders is the crux of this dispute, and an injunction, not a deal that "offsets some of this dilution," is the relief AMC stockholders deserve.

The settling parties offer the prospect of an AMC financial collapse to pressure the Court to approve an expedited settlement. On May 4, 2023, Defendants urged that "[u]nless revenue and attendance levels rise, the failure to obtain additional liquidity through equity capital would likely result in bankruptcy. . . ."² The very next day, AMC's first-quarter earnings announcements celebrated increased revenue and attendance. Defendants warn that AMC might not be able to

¹ Plaintiffs' Opening Brief in Support of Settlement, Award of Attorneys' Fees and Expenses, and Incentive Award ("Plaintiffs' Brief" or "PB") at 40. Capitalized words not defined herein have the meaning defined in Plaintiffs' Brief (D.I. 206).

² Defendants' Brief in Support of Proposed Settlement (D.I. 200, "DB") at 7-8.

access debt capital.³ Yet Antara's analysis, revealed in discovery, concluded that, without any debt amendments, AMC has over \$300 million in existing debt capacity, and could access an additional \$2.25 **billion** if certain junior creditors amend their terms.⁴ Plaintiffs go along with Defendants' self-serving pessimism. Objectors do not. The Court shouldn't either.

Instead, business judgment commends the rejection of a bad deal. The Settlement abandons valuable claims for less than a tenth of potential, preventable damages. Small stockholders see no benefit. Meanwhile, Plaintiffs will release Defendants not only from the claims in this action, but from any claim, direct or derivative, that any Class Member "ever had, now have, or hereafter can, shall, or may have" that is "in any way connected to" any allegation in either of Plaintiffs' complaints.⁵ The Delaware Supreme Court recently cautioned against such expansive releases, and explicitly forbid bargains extending into the future.⁶

³ DB at 6-7; PB at 38 ("Wall Street capital raising basically shuts down in August and market volatility or weak earnings could leave AMC scrambling.").

⁴ Confidential Discovery Database ("Conf. Disc. DB") at ANTARA-AMC-00000575. *See also* note 34, *infra*.

⁵ Settlement ¶ 1(r).

⁶ *Griffith v. Stein*, 283 A.3d 1124, 1134 (Del. 2022).

Plaintiffs' willingness to offer so much, especially a release contrary to black-letter law, casts doubt upon whether they ever intended to vigorously prosecute this case.

Due process precludes certification of a non-opt-out settlement that binds absent parties unless “the relief sought by the particular plaintiffs who bring the case can be thought to be what would be desired by other members of the class”⁷ Even if Plaintiffs' efforts were once sincere, Defendants' scare tactics have cowed them from seeking a permanent injunction.⁸ Objecting stockholders—particularly the “Apes”⁹ who supported AMC through COVID—want that permanent injunction, not “leverage” used to mildly renegotiate Aron's awful deal. Without an opt-out, certifying a settlement class would be a denial of due process. Moreover, information uncovered in discovery—including that Allegheny and Franchi gain more from incentive awards than they lose in the Settlement—weighs against their adequacy as Class Representatives. The Class cannot be equitably certified.

Finally, Plaintiffs' counsel \$20 million fee request—almost \$6,000 per hour—for a few months of litigation exceeds the bounds of reasonableness. Plaintiffs took

⁷ *Prezant v. DeAngelis*, 636 A.2d 915, 924 (Del. 1994) (internal quotation omitted).

⁸ PB at 40, 9.

⁹ To avoid confusion: when this brief mentions “Apes,” it refers to AMC's retail stockholders, as opposed to “APEs,” AMC's Preferred Equity units.

limited discovery (with no depositions) and settled early, much to the disappointment of many retail AMC owners. As this Court has recently stressed, the “base percentage” for early-stage settlements is 10%, not the 22.5% to 25% Plaintiffs contend.¹⁰ Even were the Settlement worth \$129 million—and it is not—\$20 million exceeds a reasonable award for a hasty settlement. At a minimum, the Court should withhold a decision on a fee award until after the Transaction—if it occurs—to make Plaintiffs and their counsel bear the risks they are imposing on other stockholders.¹¹

This Settlement not only allows Aron to cull his troublesome Apes, it sets a disastrous precedent. Plaintiffs cannot realistically expect that, after this Settlement, “no public company board ever again engages in such a heavy-handed and improper abuse of power.”¹² Why not? Plaintiffs drafted a playbook: bury inequitable provisions deep in disclosure documents; trade company assets with hedge funds to ensure a desired voting outcome; then quickly settle with compliant stockholders, securing insurance against a wide array of unlitigated claims.

This result is inconsistent with Delaware law and should not be foisted on AMC’s unwilling stockholders. The frustration evidenced by the deluge of

¹⁰ See Section III.E, *infra*.

¹¹ “Transaction” refers to the Conversion and Reverse Split.

¹² PB at 1 (emphasis omitted).

objections on the Court's docket is understandable: Aron disenfranchised the Apes once, the Plaintiffs a second time. Respectfully, the Court should sustain Izzo's objection, reject the settlement, decline to certify the class, and disapprove Plaintiffs' application for excessive fees and incentive awards.

BACKGROUND

A. The Settlement Permits Aron to Crush the Apes.

Plaintiffs' bargain is the culmination of a series of inequitable events. After Common stockholders twice rejected Defendants' attempt to dilute their shares, AMC concocted the Preferred Equity Units, or APEs.¹³ In its APE dividend FAQ, dated August 18, 2022, the Company assured stockholders that APES could "[t]echnically" convert into Common stock, but "we do not currently expect the AMC Board to make such a proposal any time soon" and it is "more likely than not" that Common and APES "will trade as two separate securities for **quite some time to come.**"¹⁴ The FAQ assured stockholders that each APE "is designed to have the same voting rights as a share of common stock."¹⁵

¹³ DB at 8-9.

¹⁴ Compl. ¶ 108 (emphasis added).

¹⁵ AMC Preferred Equity unit ("APE") Dividend Frequently Asked Questions, available at https://s25.q4cdn.com/472643608/files/doc_downloads/2022/ape_dividend_faq.pdf (linked from AMC website).

Aron hid his trap fifteen pages deep in an exhibit to an 8-K: “[i]n the absence of specific instructions from Holders of [APEs],” Computershare “will vote the Preferred Stock . . . proportionately with [the] votes cast pursuant to instructions received from the other” holders of APEs.¹⁶ In other words, AMC loudly announced that the new APEs held the “same rights” as Common shares, then whispered *sotto voce* that those rights were subject to new rules.

A few months after assuring Common stockholders that the Board had no plans to convert the APEs, the Board launched a plan to convert the APEs. To render the vote a foregone conclusion, AMC entered into the Antara Transaction, in which Antara purchased millions of APEs for less than a dollar per share, and Antara agreed to vote in favor of the Transaction.¹⁷ With the vote locked up, Aron revealed his plan to the market.

Not coincidentally, Aron owns more APES than Common shares.¹⁸

1. The Transaction Crushes the Apes.

The Transaction crushes AMC’s common stockholders. Using Plaintiffs’ own assumptions, the Transaction will cause Common stockholders to lose \$1.44

¹⁶ DB at 11 (quoting Deposit Agreement § 4.5, Exhibit 4.1 to AMC Form 8-K at 15 (DB, Ex. N)).

¹⁷ PB, Ex. 13, at 2.

¹⁸ DB, Ex. W, at 22.

billion. The Settlement marginally reduces this to a \$1.31 billion loss. *See* Table 1, below.

Table 1: Effect of Transaction on AMC Stockholders¹⁹

	Shares	Price	Mkt. Cap.	% Mkt. Cap.
<i>Status Quo (as of May 3, 2023)</i>				
Common	519,192,390	\$ 5.74	\$ 2,980,164,318.60	66.33%
APE	995,406,413	\$ 1.52	\$ 1,513,017,747.76	33.67%
Total	1,514,598,803		\$ 4,493,182,066.36	100.00%
<i>Post-Transaction (if permitted to proceed)</i>				
Common	51,919,239	\$29.67	\$1,540,226,980.07	34.28%
APE	99,540,641	\$29.67	\$2,952,955,086.29	65.72%
Total	151,459,880		\$4,493,182,066.36	100.00%
<i>Post-Transaction (with settlement)</i>				
Common	58,841,804	\$28.37	\$1,669,294,463.06	37.15%
APE	99,540,641	\$28.37	\$2,823,887,603.30	62.85%
Total	158,382,445		\$4,493,182,066.36	100.00%
<i>Net Loss to Common/Gain to Preferred</i>				
	No Settlement		With Settlement	
	(\$1,439,937,338.53)		(\$1,310,869,855.54)	

¹⁹ *See* PB at 30-31. Some difference in Market Cap and Price due to rounding.

Plaintiffs' Brief incorrectly states that the post-split stock is modeled to trade at \$2.97 per share. *Id.* at 31. The Ripley Affidavit uses \$29.67. *See* Ripley Aff. ¶ 4(b).

In other words, Plaintiff's purported \$129 million settlement "value," 8.96% of potential damages, merely converts a Common stockholder's disaster into a slightly-less-calamitous disaster.

Small stockholders—like the retail Apes—may gain nothing. The settlement notice opaquely (and somewhat circularly) describes what happens to "fractional shares" following the Settlement.²⁰ For retail stockholders, "banks, brokers, or other nominees . . . may have different procedures for processing the Settlement Payment and handling fractional shares."²¹ As explained below, it is uncertain whether small stockholders will recover at all.²² And of course, the Settlement eliminates any opportunity for Common stockholders to argue that they are entitled to a separate class vote, under 8 *Del. C.* § 242(b) or otherwise. Indeed, that is why Defendants devised this scheme.

²⁰ Compare Notice ¶ 45 (class members entitled to cash in lieu of fractional shares "will receive a cash payment . . . in the same manner as will be provided in connection with the [Reverse Split], as described above in Paragraph 26") with *id.* ¶ 26 (describing cash payment for fractional shares of Settlement Consideration, not the Reverse Split).

²¹ Notice ¶ 26.

²² See Section I.A.2, *infra*.

2. *The April 2023 Vote Fails Without the APE's Proportional Vote.*

Defendants' suggestion that AMC stockholders "resoundingly" supported the Transaction is risible.²³ Only slightly over one-quarter of Common stockholders actually voted in favor, along with a narrow majority of APEs. Without the APE's "proportional vote," both proposals would have failed. See Table 2, below.

Table 2: Vote Outcome Without Proportional Vote²⁴

	For	Against	Outstanding	% Favor
		<i>Share Increase</i>		
Common	132,182,944	47,356,993	517,580,416	25.5%
APE	530,779,405	48,317,581	929,849,612	57.1%
Total	662,962,349	95,674,574	1,447,430,028	45.8%
		<i>Reverse Split</i>		
Common	128,344,709	51,388,638	517,580,416	24.8%
APE	528,679,900	50,542,176	929,849,612	56.9%
Total	657,024,609	101,930,814	1,447,430,028	45.4%

Worse, without Antara's bought-and-paid-for vote, it is unlikely that a majority of outstanding APEs would have supported the proposals.²⁵

²³ DB at 15.

²⁴ See DB, Ex. X.

²⁵ According to the Proxy, Antara was entitled to vote 258,439,472 APEs. DB, Ex. W, at 6. It is impossible to tell how non-Antara stockholders would have voted those units, but it is likely that they would have voted similar to how the non-Antara APEs voted (or did not vote).

To interpret these results as stockholder enthusiasm requires, to be polite, motivated reasoning. Defendants' references to "voted shares" ignores the proxy, which was clear: both provisions required a "majority of the shares of Common Stock and [APES]," meaning that a Common stockholders non-vote counted as "no."²⁶ And it is intuitively absurd: to believe Defendants, one must accept that non-voting stockholders who held Common and APEs both adamantly opposed the transaction (voting 100% of their common shares against) and wildly favored it (effectively voting approximately 9/10ths of their Preferred units in favor). Such tenuous divinations of voter sentiment deserve no deference.

B. AMC's Fortunes Improve.

Defendants' words and deeds don't match. Before this Court, Defendants' offer the looming boogeyman of bankruptcy. Yet Aron, flush with an unexpected windfall from retail stockholders, invested in a gold mine rather than pay down debt.²⁷ That is not the act of a CEO facing financial oblivion.

To exert pressure on stockholders and the Court, Defendants warned on May 4, 2023, that:

²⁶ Compare DB at 15 with DB, Ex. W, at 8.

²⁷ Compl. ¶¶ 80-83.

Unless **revenue** and **attendance** levels rise, the failure to obtain additional liquidity through equity capital would likely result in bankruptcy. . . .²⁸

The very next day, AMC's Earnings Release crowed that, compared to Q1 2022:

- **Total revenue** grew 21.5% year-on-year to \$954.4 million;
- **Attendance** rose 21.9%, to 47,621,000; and
- **Adjusted EBIDTA** grew by \$68.8 million.²⁹

U.S. markets attendance (accounting for the lion's share of audience numbers) showed a 25.5% increase, but even international markets grew by 14.9%.³⁰

Aron could hardly contain his excitement: "We believe the first quarter of 2023 is just the tip of the iceberg for what's to come in the remainder of the year."³¹

A day after his lawyers predicted doom, he proclaimed, "We could not be more optimistic about the prospect for the 2023 box office, except to say that 2024 looks even better."³²

²⁸ DB at 7-8 (emphasis added). *See also id.* at 3 (if the Transaction does not proceed, "the Company would be put at significant risk of failing to meet its financial obligations beyond 2023, which would result in a bankruptcy. . . .").

²⁹ *See* Transmittal Affidavit of Theodore A. Kittila ("Kittila Aff."), Ex. A at 1-2 (filed herewith).

³⁰ *Id.* at 2.

³¹ *Id.*

³² *Id.* at 2.

Finally, AMC announced it had \$703.7 million in available liquidity, including \$208.1 million of undrawn capacity under its revolving credit facility.³³ And document discovery—thankfully permitted by the Court—suggests this may not be the full story. In an internal Antara email dated February 11, 2023, one employee described Antara’s internal conclusion that AMC’s “Debt Capacity” could, without “any votes/amendments,” exceed \$500 million.³⁴ Further, if “the 2L

³³ *Id.* at 1.

³⁴ Conf. Disc. DB, at ANTARA-AMC-00000575. Two observations about confidential discovery material are necessary. First, Plaintiffs and Defendants insisted that objectors be restricted to “read only” access. *See Kittila Aff.*, Ex. B. If the parties permit Ms. Izzo’s counsel to do so, they will compile confidential documents referenced herein in a separate affidavit. Alternatively, the Court or discovery master could order Plaintiffs to provide a master submission compiling every confidential document referenced by every objector. Either way, material cited in this Objection (and other objections) should be part of the record for this case and on appeal, but cannot be made part of the accompanying affidavit.

Second, Plaintiffs and Defendants did not make the confidential discovery database searchable using text-recognition software. This made it impossible to review the record effectively: Ms. Izzo’s counsel were forced to triage their review to domains that, in their experience, were most likely to lead to relevant information. Candidly, even with a searchable database, a full review would have been an uphill challenge in the time allotted. The Court’s permission to review the discovery record was welcome (and should perhaps become standard protocol in other cases). But the Court should not anticipate that this Objection, or any other, has provided it with analyses fully informed by the entire discovery record.

amend” their loan provisions, “all bets are off to the tune of 2.25bn+ of investment capacity.”³⁵

This, along with the new earnings release, makes clear that Defendants’ threats of impending bankruptcy, and Plaintiffs’ “belief” that “fully blocking AMC from proceeding ran a serious risk that AMC would ultimately face a true financing crisis”³⁶ are little more than a jump scare.

C. The Plaintiffs are Not Apes

A typical settlement process uncovers little about class representatives. As the Court recently observed, “stockholder plaintiffs, who are champions of full disclosure, lose their interest in that principle when it comes time for them to act as fiduciaries for a class. . . .”³⁷ The Court can, and should, require Plaintiffs to divulge

³⁵ *Id.* Objector’s counsel have not reviewed the Antara analyses themselves, if they were ever produced. The email does not include any attachments, but merely instructs the analyst to “Call me . . .” *Id.*

³⁶ PB at 29.

³⁷ Telephonic Bench Ruling re: Proposed Class Settlement, *In re Symantec Corp. S’holder Deriv. Litig.*, C.A. No. 2019-0224-JTL, at 19 (Del. Ch. May 4, 2023) (Trans.); *id.* at 20 (“If we allowed injunction applications against settlement disclosures using the same standards that we use for public company disclosures, every settlement would get enjoined.”).

more before evaluating the settlement.³⁸ Settling defendants have little reason to take vigorous discovery and plaintiffs may omit relevant information.³⁹

The Court's order requiring the parties to give Objectors access to discovery,⁴⁰ however, has made a more developed record possible. That record shows that the Plaintiffs have little in common with the typical Ape.

I. Franchi

Franchi is no Ape: he only purports to have owned continuously since November 8, 2022, a few months before his books-and-records demand.⁴¹ Discovery shows that he owns only 32 shares of Common stock and no Preferred.⁴²

³⁸ See *Kittila Aff.*, Ex. C (requiring plaintiffs to submit additional data in advance of settlement hearing).

³⁹ For instance, in 2021 a California federal judge issued an order requiring BLBG “in future cases . . . seeking appointment as class counsel” to notify courts of his decision criticizing BLBG’s failure to disclose a potential conflict. See *SEB Invs. Management AB v. Symantec Corp.*, 2021 WL 1540996, at *2 (N.D. Cal. Apr. 20, 2021). Unless that order has been reversed or rescinded, the lack of citation in Plaintiffs’ Brief is curious.

⁴⁰ D.I. 312.

⁴¹ D.I. 206, *Franchi Aff.*, ¶ 2. Compare C.A. 2023-0216, D.I. 1, *Franchi Aff.* ¶ 1 (averring that Franchi owned shares “at the time of the wrongs complained of” in his Complaint).

⁴² Conf. Disc. DB, at *Franchi_0000000001*.

Plaintiffs tout that Franchi “searched for and produced documents and trading records.”⁴³ He produced two documents, one from his counsel.⁴⁴

Franchi’s tiny, late-purchased position may be atypical of Apes, but it is consistent with his history of federal and state court litigation. Since 2017, Franchi has filed at least 27 federal and 12 Delaware class actions.⁴⁵ In the majority of Franchi’s federal cases—mostly disclosure challenges this Court has criticized⁴⁶—he filed notices, required under the PSLRA, showing purchases of small amounts of stock, ranging from slightly over \$2,500 to a little under \$20.⁴⁷ Among Franchi’s cases, Objector’s counsel have found none that have gone to trial.

2. *Allegheny*

Based on the discovery record, Allegheny owned 879 shares of Common stock on February 8, 2023, and received a similar number of APEs as a dividend in August 2022.⁴⁸ Allegheny claims to have owned continuously since December

⁴³ PB at 61.

⁴⁴ Conf. Disc. DB, at Franchi_0000000001; *id.* at Franchi_0000000009.

⁴⁵ *See* Kittila Aff., Ex. D. There may be more cases: these are all Ms. Izzo’s counsel have been able to find in the time allotted.

⁴⁶ *In re Trulia Inc. S’holder Litig.*, 129 A.3d 884 (Del. Ch. 2016).

⁴⁷ *See* Kittila Aff., Ex. D.

⁴⁸ Conf. Disc. DB, at ACR-AMC-00000332; *id.* at ACR-AMC-00000334. It is unclear whether Allegheny still owns the APEs.

2015.⁴⁹ But Allegheny is a pension fund, not an Ape—and in fact purports to own fewer Common shares than Ms. Izzo.

This Court, Congress, and academics have sometimes expressed a preference for large institutional stockholders as class representatives.⁵⁰ Empirical studies, however, show that some benefits—particularly the lower fees paid to class counsel—disappear when pension fund officials have received campaign contributions from their attorneys.⁵¹ If Defendants inquired into such potential conflicts of interest, it is not evident from the discovery record.

Public data is difficult to analyze, because contributions can be made by relatives or spouses of counsel and are difficult to discern,⁵² but they reveal at least one concerning contribution. A political committee related to Allegheny board

⁴⁹ D.I. 206, Allegheny Aff. ¶ 2.

⁵⁰ See, e.g., *Raider v. Sunderland*, 2006 WL 75310, at *2 (Del. Ch. Jan. 4, 2006) (noting that Delaware prefers to name large stockholders as lead plaintiffs); 15 U.S.C. § 78u-4(a)(2)(A)(iv) (establishing rebuttable presumption that “the most adequate plaintiff” in securities class actions “has the largest financial interest in the relief sought by the class”); Stephen J. Choi, Drew T. Johnson-Skinner & A.C. Pritchard, *The Price of Pay to Play in Securities Class Actions*, 8 J. EMPIRICAL LEGAL STUD. 650 (2011).

⁵¹ Choi, *supra* note 50, at 678 (“The evidence presented here shows that the hard bargaining by state pension funds disappears when those funds receive political contributions—particularly when those contributions are large.”).

⁵² Defendants, of course, could have asked Allegheny’s board members to disclose such contributions in discovery.

member John K. Weinstein received over \$112,000 in contributions from Steamfitters Local Union 449 (“Steamfitters”) in 2022.⁵³ Steamfitters’ pension fund is another frequent litigator, whose application for a \$50,000 incentive award is currently pending before this Court.⁵⁴ The web of relationships between counsel, Allegheny, and other frequent-filing plaintiffs is not clear on this record.

3. *Munoz*

Franchi and Allegheny have moved to withdraw Munoz as a class plaintiff after he failed to provide the affidavit required by Rule 23(e).⁵⁵ Mr. Munoz appears to have bought and sold shares throughout the class period and discovery suggests that as of approximately January 31, 2023, he owned approximately 53,787 Common shares and 3,065 Preferred units across multiple accounts.⁵⁶

⁵³ See Kittila Aff., Ex. E.

⁵⁴ See Kittila Aff., Ex. F, at 64.

⁵⁵ See D.I. 344. The Court held Plaintiffs’ motion in abeyance. D.I. 369. Plaintiffs speculate that Mr. Munoz has withdrawn due to “online attack,” while Ms. Izzo reasons that he may no longer support the settlement, as he is the only Plaintiff who will suffer a financial loss that will not be offset by the requested incentive fee. *Id.* The Court considered both explanations to be “plausible, although the plaintiffs’ is more supported; and neither explanation comes from Munoz himself.” *Id.* at 4.

⁵⁶ Conf. Disc. DB, at Munoz_0000257; *id.* at Munoz_0000155; *id.* at Munoz_0000846.

Yet even Mr. Munoz's stockholding is unusual, because nearly half of his shares are held in a margin account.⁵⁷ The margin account shows regular trading activity (including one set of trades made after the date Munoz's counsel signed the confidentiality agreement associated with his 220 demand).⁵⁸ The discovery record stops in February, however, so it is impossible to determine whether these margin trades have continued.

As the Securities and Exchange Commission notes, "[t]he downside to using margin is that if the stock price decreases, substantial losses can mount quickly."⁵⁹ Defendants, of course, never deposed Munoz to ask, among other things, whether the margin account might render him more risk averse than other stockholders to financial distress at AMC.

4. Izzo

Ms. Izzo, meanwhile, is an Ape to the core. She first purchased shares in February 2021 and presently holds 3,106 shares of Common stock and 4,244

⁵⁷ *Id.* at Munoz_0000155.

⁵⁸ *See id.* at Munoz_0000105 (confidentiality agreement signed by counsel on January 30, 2023); *id.* at Munoz_0000443 (confirmations of trades on February 1, 2023).

⁵⁹ U.S. Securities and Exchange Commission, *Investor Bulletin: Understanding Margin Accounts*, https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_marginaccount.

Preferred units.⁶⁰ Based on the discovery record, she owns more Common shares than every Plaintiff except Munoz, and more APEs than all three Plaintiffs combined.

Unlike Plaintiffs, Ms. Izzo does not believe that this case is merely “about voting rights.”⁶¹ It is a case about Defendants’ attempts to strip value from Common stockholders because they refused to concede to Aron’s demands. Because the lawsuit is about protecting the Apes’ investments—not just their suffrage—Ms. Izzo intends to intervene and seek leadership of the Class following resolution of the present motion.

ARGUMENT

Ms. Izzo’s objection should be sustained for three reasons. *First*, the Settlement is unfair, inadequate, and inequitable because it trades away claims that are ten time more valuable than the settlement consideration in exchange for a release that exceeds the claims litigated in this action. *Second*, Plaintiffs should not be permitted to impose a non-opt-out class on stockholders who vocally oppose a deal brokered by Plaintiffs who do not adequately represent them. *Third*, Plaintiffs’

⁶⁰ See Kittila Aff., Ex. G.

⁶¹ PB at 40.

request for attorneys' fees and incentive awards vastly exceed what Delaware law holds reasonable.

I. THE SETTLEMENT SHOULD NOT BE APPROVED.

The Settlement should be rejected as a bad deal for the Class. While many of the *Polk v. Good* factors disfavor this settlement,⁶² its fatal flaw lies in the imbalance between the “give”—claims worth in excess of \$1.4 billion—and the “get”—consideration worth \$129 million (under very charitable assumptions).

In considering whether a settlement is fair and reasonable, the Court “play[s] the role of fiduciary in its review of these settlements and accordingly must engage in more than a cursory examination of the facts underlying each settlement.”⁶³ It “looks to the facts and circumstances upon which the claim is based, the possible defenses thereto, and then exercises a form of business judgment to determine the

⁶² These factors are (1) the probable validity of the claims, (2) the apparent difficulties in enforcing the claims through the courts, (3) the collectability of any judgment recovered, (4) the delay, expense and trouble of litigation, (5) the amount of the compromise as compared with the amount and collectability of a judgment, and (6) the views of the parties involved, pro and con. *In re Coleman Co. Inc. S'holders Litig.*, 750 A.2d 1202, 1206 (Del. Ch. 1999) (citing *Polk v. Good*, 507 A.2d 531, 536 (Del. 1986)).

⁶³ *In re Resorts Int'l S'holders Litig. Appeals*, 570 A.2d 259, 266 (Del. 1990).

overall reasonableness of the settlement.”⁶⁴ Settlements and fee awards are subject to “rigorous scrutiny,”⁶⁵ and proponents bear the burden of proving fairness.⁶⁶

A. The Settlement is a Bad Deal for AMC Stockholders.

The “most important yardstick of a settlement’s fairness is [the Court’s] business judgment.”⁶⁷ Here, the Settlement abandons claims that would preserve—on Plaintiffs’ own assumptions—over \$1.4 billion for the Class, in exchange for consideration worth less than 10% of that value. In other words, a rational stockholder would press claims if they believed they had more than a 1-in-10 chance of success. Class claims here are much stronger.

1. The Settlement Gives Away Valuable Claims.

Only a few months ago, Plaintiffs believed in their cause. They alleged that creating the APEs was a “violation of [Defendants’] fiduciary duties and the DGCL.”⁶⁸ Now, with a fee and incentive award in view, they conclude that “the

⁶⁴ *Polk*, 507 A.2d at 536.

⁶⁵ *See In re Coleman Co.*, 750 A.2d at 1212.

⁶⁶ *See Lewis v. Hirsch*, 1994 WL 263551, at *3 (Del. Ch. June 1, 1994) (citing *Barkan v. Amsted Industries, Inc.*, 567 A.2d 1279, 1286 (Del. 1989)).

⁶⁷ *Ryan v. Gifford*, 2009 WL 18143, at *5 (Del. Ch. Jan. 2, 2009) (quoting *Barkan*, 567 A.2d at 1284).

⁶⁸ Allegheny Compl. ¶ 50; *see also* Compl. ¶ 164 (alleging that “creating and issuing Preferred Stock and APEs” was a breach of fiduciary duty).

Board had the legal authority to create and issue” the APEs and that “a full invalidation of the APEs was always (and remains) highly unlikely.”⁶⁹ Plaintiffs’ newfound pessimism is unfounded. Common stockholders who do not share this bleak outlook should be allowed to pursue viable claims.

a. The Court Can Provide Complete Relief to the Class.

Start with a red herring: that the Court must “wipe out the investment of innocent parties”—*i.e.*, invalidate the issuance of Preferred Equity Units—to provide complete relief to the Class.⁷⁰ APE purchasers traded on the basis of AMC’s assurances that the Company did not expect to propose the Conversion “any time soon,” and that it was “more likely than not that” Common and APEs “will trade as two separate securities for quite some time to come.”⁷¹ An injunction maintaining Preferred holders’ expectations is no injustice.

The Court possesses multiple tools to achieve this end without invalidating the APEs altogether.⁷² It could enjoin enforcement of the Deposit Agreement: absent the APE’s proportional voting, the Transaction fails.⁷³ Similarly, the Court could

⁶⁹ PB at 39.

⁷⁰ *Id.*

⁷¹ Compl. ¶ 108.

⁷² *Id.* ¶ 101.

⁷³ See Section A.2, *supra*.

enjoin Antara from exercising voting rights gained as part of an inequitable deal. Any remedy that prevents the Transaction avoids over \$1.4 billion in harm to the Class, while respecting the Preferred's reasonable expectations that their units would not convert in the near future.

Second, the unique circumstances of this case allow the Court to provide complete post-trial relief even if a preliminary injunction motion were unsuccessful.⁷⁴ Suppose that trial proved that Defendants breached their fiduciary duties by any of (a) issuing the APEs; (b) entering into the Depository Agreement; (c) agreeing to the Antara Transaction; or (d) engineering the Conversion and Reverse Split. The Court could provide equitable relief by to the Class by (a) requiring Defendants to disgorge their interest in the 2.4 million shares and units they own personally⁷⁵ and (b) causing AMC to issue additional stock necessary to restore Class Members to their pre-Transaction share of market capitalization.⁷⁶ Following the Reverse Split, AMC would have sufficient authorized stock.

⁷⁴ Plaintiffs' Brief's does not even *consider* the availability of post-trial remedies apart from a permanent injunction. See PB at 39-40.

⁷⁵ DB, Ex. W, at 22.

⁷⁶ See Section A.1, *supra*.

In short, Plaintiffs are not abandoning claims due to “apparent difficulties in enforcing the claims through the courts” or the “collectability of any judgment recovered.”⁷⁷ The Apes correctly believe the Court can remedy Defendants’ harms.

b. The Settling Parties Undervalue the Released Claims.

Nor is Plaintiffs’ newfound pessimism concerning the strength of Class claims warranted. The Class holds strong arguments that AMC directors breached their fiduciary duties under *Blasius*.

Schnell v. Chris-Craft Industries, Inc. long ago established that “inequitable action does not become permissible simply because it is legally possible.”⁷⁸ In this case, even assuming that the Board’s actions were legally possible, they were nonetheless inequitable and impermissible under Delaware law. The AMC Board created the APEs—and in particular, entered into the Depository Agreement—for the purpose of circumventing the will of the Class, which had twice denied Defendants’ attempt to authorize more common stock.

In *Blasius Industries, Inc. v. Atlas Corp.*, this Court found that “a decision by the board to act for the primary purpose of preventing the effectiveness of a

⁷⁷ *Polk*, 507 A.2d at 536.

⁷⁸ 285 A.2d 437, 439 (Del. 1971).

shareholder vote inevitably involves the question who, as between the principal and the agent, has authority with respect to a matter of internal corporate governance.”⁷⁹ In such cases, even though the board may have acted in good faith in preventing the effectiveness of a stockholder vote, the board “bears the heavy burden of demonstrating a compelling justification for such action.”⁸⁰

Defendants argue that *Blasius* applies only in cases involving elections of directors or votes having consequences for corporate control.⁸¹ That is not accurate. *Blasius* applies in *any* case in which a board of directors attempts to interfere with the stockholder franchise: the authority of stockholders applies “in a very specific way in [*Blasius*] which deals with the question who should constitute the board of directors of the corporation,” but also applies “*in every instance* in which an incumbent board seeks to thwart a shareholder majority.”⁸² Chancellor Allen held in *Blasius*:

Action designed principally to interfere with the effectiveness of a vote inevitably involves a conflict between the board and a shareholder majority. Judicial review of such action involves a determination of the legal and equitable obligations of an agent towards his principal. This is not, in my opinion, a question that

⁷⁹ 564 A.2d 651, 659-60 (Del. Ch. 1988).

⁸⁰ *Id.* at 661.

⁸¹ DB at 18-19.

⁸² *Blasius*, 564 A.2d at 660 (emphasis added).

a court may leave to the agent finally to decide so long as he does so honestly and competently; that is, it may not be left to the agent's business judgment.⁸³

Despite the passage of 52 years since Chancellor Allen's decision, the *Blasius* standard is alive and well. In the 2003 case *MM Companies, Inc. v. Liquid Audio, Inc.*, the Delaware Supreme Court cited Chancellor Allen's "cogent explanation" in *Blasius* concerning why the business judgment standard is inappropriate where a Board has tampered with the stockholder franchise: "[t]he ordinary considerations to which the business judgment rule originally responded are simply not present in the shareholder voting context."⁸⁴ Rather than limiting *Blasius* to cases involving corporate control, the Supreme Court applied the *Blasius* standard *within* the context of a *Unocal* framework, noting that "[b]oth standards recognize the inherent conflicts of interest that arise when a board of directors acts to prevent shareholders from effectively exercising their right to vote either contrary to the will of the incumbent board members generally *or* to replace the incumbent board members in a contested election."⁸⁵

⁸³ *Id.*

⁸⁴ 813 A.2d 1118, 1128 (Del. 2003) (quoting *Blasius*, 564 A.2d at 659).

⁸⁵ *Id.* at 1129 (citing *Unocal Corp. v. Mesa Petroleum Co.*, 493 A.2d 946 (Del. 1985)) (emphasis added).

Similarly, in the 2021 case, *Coster v. UIP Companies, Inc.*, the Delaware Supreme Court found that “Delaware courts ‘have remained assiduous in carefully reviewing *any* board actions designed to interfere with or impede the effective exercise of corporate democracy by shareholders, especially in an election of directors.’”⁸⁶ *Liquid Audio* and *Coster* thus confirm the principle that enhanced scrutiny applies outside the context of elections of directors. Here, Defendants cannot bear the heavy burden of demonstrating a compelling justification for circumventing the votes of AMC’s common stockholders.

Defendants cite then-Vice Chancellor Strine’s 2007 opinion in *Mercier v. Inter-Tel (Delaware), Inc.*, in which the Court proposed that “the *Blasius* standard should be reformulated.”⁸⁷ However, that proposed reformulation was not adopted by the Delaware Supreme Court in its 2021 decision in *Coster*.⁸⁸ Even in *Mercier*, the Court concluded that the corporation’s directors had “a compelling justification—the protection of their stockholders’ financial best interests—for a

⁸⁶ 255 A.3d 952, 960-61 (Del. 2021) (quoting *MM Cos.*, 813 A.2d at 1126) (emphasis added).

⁸⁷ 929 A.2d 786, 788 (Del. Ch. 2007).

⁸⁸ 255 A.3d 952.

short postponement in the merger voting process to allow more time for deliberation.”⁸⁹

Even if *Mercier* were the final word on *Blasius* (and it is not), *Mercier* is distinguishable. First, more is at stake in this case than in *Mercier*. *Mercier* involved the postponement of a stockholders’ meeting, while this case involves the stripping of economic value from the common stockholders, contrary to the stockholders’ best interest. Then-Vice Chancellor Strine in *Mercier* stated that post-*Blasius* cases “display understandable discomfort about using such a stringent standard of review in circumstances when a stockholder vote has no bearing on issues of corporate control.”⁹⁰ But this case does involve corporate control, albeit in a unique way. The typical control dispute involves directors seeking to maintain themselves in office by directly restraining a stockholder vote. Here, Aron is grasping for control by using AMC assets to purchase himself a new, more compliant electorate.⁹¹

⁸⁹ 929 A.2d at 788.

⁹⁰ *Id.* at 809.

⁹¹ Similarly, Plaintiffs have too readily conceded the Section 242(b) arguments. Two precedents they now contend weigh against their Complaints were good law the day Plaintiffs filed, and have gotten no worse since. *See* PB at 36 (citing *Hartford Accident. & Indemnity Co. v. W. S. Dickey Clay Manufacturing Co.*, 24 A.2d 315 (Del. 1942) and *Orban v. Field*, 1997 WL 153831 (Del. Ch. Apr. 1, 1997)). Vice Chancellor Laster’s recent opinion, meanwhile, relies upon those decisions at most reluctantly. *See Electrical Workers Pension Fund, Local 103, IBEW v. Fox Corp.*, C.A. No. 2022-1007-JTL (Del. Ch. Mar 29, 2023) (Trans.).

Meanwhile, Plaintiffs' concerns (and Defendants' arguments) about the balance of the equities crumble after the first-quarter earnings results.⁹² Defendants' contention that further sales of APEs are "dilutive" to Common stockholders is only true if the APEs convert. If they do not, additional issuance of APEs will likely dilute Preferred holders more than Common—as happened when AMC's exuberant selling streak caused APEs to fall below the \$1 per unit threshold.⁹³ As for the

The *Fox* opinion virtually invited an appeal, noting that it would be decided otherwise if *Dickey Clay* were not binding precedent. *Id.* at 67-68. And Vice Chancellor Laster's policy argument favoring class votes—Kaldor-Hicks efficiency, the idea "that a transaction is efficient if one side is sufficiently better off that it can compensate the other side for its losses" (*id.* at 56)—applies here. A class vote would permit AMC Common stockholders to withhold approval of the Transaction until the APEs agreed to give up their windfall.

The Settlement would allow Defendants to avoid that Kaldor-Hicks-efficient outcome by permitting two shareholders (who stand to gain more in incentive awards than they lose in the Transaction) to bargain away that right for 10% of potential damages. A more vigorous stockholder might use this case as grist for an *amicus* brief in the *Fox* appeal, arguing that a more thorough rethinking of *Dickey Clay* is necessary to deter Delaware directors from ever again engaging in this type of scheme.

⁹² PB at 37-38; DB at 28-31. Defendants' appeal to the sanctity of stockholder voting rights (DB at 30) is akin to the proverbial son who murders his parents and pleads for mercy as an orphan. Defendants' actions—including their deliberate concealment of the effect of the Depository Agreement and the Antara transaction—were taken to frustrate Common stockholders' refusal to allow more shares to be issued. There is no equity in sustaining such a scheme.

⁹³ See DB at 13-14 (noting the increasing discount between APEs and Common as Defendants issued more APEs); PB at 20. Absent the Conversion, APE would be dilutive to the Class only under limited circumstances, such as a merger.

possibility of financial catastrophe, AMC's 2023 Q1 Earnings Release and Antara's debt capacity analysis weigh against allowing Defendants to consummate an inequitable transaction based on a phantom financing menace.

c. The Release Violates Griffith v. Stein and In re PHLX.

Plaintiffs not only give away the valuable claims they prosecuted, they offer Defendants insurance against tangential claims, causes of action they never pursued, and even future claims. Delaware law does not sanction Plaintiffs' generosity.

As the Delaware Supreme Court recently emphasized, "[t]o satisfy due process concerns, '[a] settlement can release claims that were not specifically asserted in an action but can only release claims that are based on the same identical factual predicate or the same set of operative facts as the underlying action.'"⁹⁴ Thus, "a release may be overbroad if it could be interpreted to 'encompass any claim that has some relationship—however remote or tangential—to any 'fact,' 'act' or conduct 'referred to' in the Action.'"⁹⁵ In other words, a release is overbroad if it

⁹⁴ *Griffith v. Stein*, 283 A.3d 1124, 1134 (Del. 2022) (quoting *UniSuper Ltd. v. News Corp.*, 898 A.2d 344, 347 (Del. Ch. 2006) (internal quote omitted)).

⁹⁵ *UniSuper*, 898 A.2d at 347 (quoting *Green v. Phillips*, 2000 WL 33521109, at *1 (Del.Ch. June 28, 2000)).

releases claims based on a set of “tangential facts, as opposed to operative or core facts.”⁹⁶

Plaintiffs’ Released Claims, as defined in the Settlement, clearly encompasses claims based on tangential facts:

“Released Plaintiffs’ Claims” means any and all actions . . . of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, and whether based on contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Settlement Class Member: (i) asserted in the *Allegheny* Complaint or the *Munoz* Complaint; or (ii) ***ever had, now have, or hereafter can, shall, or may have***, directly, representatively, derivatively, or in any other capacity that, in full or part, ***concern, relate to, arise out of, or are in any way connected to or based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions*** involved, set forth, or referred to in the Complaints ***and that relate to the ownership of Common Stock and/or AMC Preferred Equity Units during the Class Period***, except claims with regard to enforcement of the Settlement and this Stipulation.⁹⁷

This astonishingly broad release would cover not only claims Plaintiff pursued, but potentially:

⁹⁶ *Id.*

⁹⁷ Settlement ¶ 1(r) (emphasis added).

- Derivative claims related to the Hycroft mine or similar investments made by AMC. They are mentioned in the Complaint,⁹⁸ and even if the purchases precede the class period, they “relate” to class ownership due to the continuous ownership requirement;⁹⁹
- Derivative challenges to AMC’s decision to grant awards under or amend the Company’s long-term incentive plan, for the same reasons;¹⁰⁰
- Any securities lawsuits related Aron’s tweets after August 3, 2022;¹⁰¹
- Potentially, the Company’s decision to approve, on February 23, 2023, “special awards” of compensation in lieu of vesting of the “2022 PSU awards” disclosed in the 2023 Q1 10-Q.¹⁰² It is at best unclear whether the Board’s decision was “in any way connected to” Defendants’ decisions to pursue the Transaction.

⁹⁸ Compl. ¶ 83.

⁹⁹ *Lewis v. Anderson*, 477 A.2d 1040, 1046 (Del. 1984) (“[A] derivative shareholder must not only be a stockholder at the time of the alleged wrong and at time of commencement of suit but that he must also maintain shareholder status throughout the litigation.”).

¹⁰⁰ Compl. ¶¶ 92, 93.

¹⁰¹ See, e.g., Allegheny Compl. ¶¶ 57, 59.

¹⁰² See Kittila Aff. Ex. H, at 38.

The last item illustrates the unknowably broad scope of the release: *any* action taken by the Board since August 2, 2023, known or unknown to stockholders, may be subject to the Settlement so long as Defendants can later maintain its action is “relate[d] to” their decision to dilute Common stockholders. In short, the release applies to “any claim that has *some* relationship—however remote or tangential—to any ‘fact,’ ‘act’ or conduct ‘referred to’ in the Action.”¹⁰³ That is overbroad under Delaware law.¹⁰⁴

The Release also violates recent Delaware Supreme Court authority by purporting to abandon claims the Class “hereafter can, shall, or may have” against Defendants. It is black letter law that “a release is overly broad if it releases claims based on a set of operative facts that will occur in the future.”¹⁰⁵ Yet the release explicitly bars any claim that could arise based on a future event so long as it has “any connection to” any “transaction” or even “fact” in the Complaints. Numerous

¹⁰³ *In re Philadelphia Stock Exchange, Inc.*, 945 A.2d 1123, 1146 (Del. 2008) (“*PHLX*”) (quoting *UniSuper*, 898 A.2d at 347).

¹⁰⁴ This Court has recently refused to approve at least two settlements based upon overbreadth following *Griffith v. Stein*. See *Schumacher v. Loscalzo*, C.A. No. 2022-0059-LWW at 54–61 (Del. Ch. Sept. 21, 2022) (Trans.) (refusing approval to settlement that included unlitigated disclosure claims); *Schumacher v. Dukes*, C.A. No. 2020-1049-PAF at 34 (Del. Ch. Nov. 17, 2022) (Trans.) (refusing to approve settlement that released claims through date of settlement approval, rather than those challenged in complaint).

¹⁰⁵ *Griffith*, 283 A.3d at 1134 (quoting *PHLX*, 945 A.2d at 1146).

fact patterns fall within this space. For instance, suppose that a federal investigation discovers health-and-safety or environmental wrongdoing at the Hycroft mine, leading to massive monetary penalties, along with credible evidence that AMC management was aware of this at the time of investment. A *Caremark*-style complaint to recover damages that only arose at the time of the government investigation may nonetheless be barred.

The Settling Parties will no doubt bemoan the “speculation” inherent in the last paragraph, but that is the point. Settlements compliant with *Griffith*, *PHLX*, and *UniSuper* do not invite speculation because they can only release claims relating to past events.

In sum, the Settlement releases the valuable claims Plaintiffs did bring; potentially valuable claims Plaintiff never pursued; and future claims of unknowable value. These clearly exceed the Settlement’s benefit.

2. Plaintiffs Exaggerate the Value of the Settlement Consideration.

Plaintiffs’ \$129 million valuation of the settlement consideration rests on the same flawed assumption Defendants made concerning Preferred Equity Units. Defendants predicted, unreasonably, that the common and preferred would trade at

the same price.¹⁰⁶ (Defendants' own authority considered it "most likely" that APEs would trade below Common, as they did.¹⁰⁷) Plaintiffs, similarly unreasonably, assume that the Settlement and Transaction, which amount to a betrayal of the retail stockholders that sustained the Common share price through the pandemic, will be unaffected.¹⁰⁸ The Settlement and Transaction may destroy value if retail stockholders flee, leaving only former preferred purchasers like Antara, who purchased at less than \$1 per share,¹⁰⁹ to sustain the share price. Plaintiffs' settlement valuation would tumble with it.¹¹⁰ As Plaintiffs concede, "one cannot definitively predict the price at which AMC stock will trade following the Conversion. . . ."¹¹¹

Plaintiffs appear entirely unconcerned with the Settlement's effect on small investors, despite AMC's largely retail stockholder base. Consider a small stockholder holding 79 shares (worth \$453.46 under Plaintiffs' assumptions). Will she receive 7 post-Conversion shares (too little to share in the Settlement

¹⁰⁶ DB at 12.

¹⁰⁷ See DB, Ex. V, at 7.

¹⁰⁸ See PB at 31; Ripley Aff., ¶ 4(c).

¹⁰⁹ See PB, Ex. 13, at 2.

¹¹⁰ As noted below, neither Plaintiffs nor their counsel seek to be paid in Common stock. They want cash.

¹¹¹ PB at 9.

Consideration) or 7.9 (thus, perhaps, benefitting from the Settlement)? Despite the prevalence of Class Members with small holdings, Plaintiffs are coy, with their expert saying only that “predicting the amount of cash payment for fractional shares cannot be done reliably in advance without additional information”¹¹² If Plaintiffs’ expert cannot know, how can small stockholders?

Finally, it’s worth noting that Plaintiffs’ assumptions flatter the value of the Settlement relative to the harm the transaction does to AMC’s common stockholders. The \$1.4 billion estimate described above is based upon the ratio of Common to Preferred prices that prevailed on May 3, 2023—after arbitrageurs had started to bid up the price of APEs in anticipation of Conversion. Were the Settlement rejected and another stockholder allowed to prosecute the case to a permanent injunction, the price of APEs would likely fall, and Common shares rise.¹¹³ In other words, the \$1.4 billion estimate of potential damages is conservative, and the difference between the Settlement’s value and potential recovery even more stark.

B. The Other *Polk* Factors Weigh Against Approval.

As for the other *Polk* factors, Plaintiffs can hardly invoke the “delay and expense of litigation” to justify their settlement. While the Settlement process has

¹¹² Ripley Aff. ¶ 5.

¹¹³ As noted in the Complaint, the price of APEs jumped after AMC announced its intent to convert them into Common stock. Compl. ¶ 36.

been complex, the litigation itself has proven no more costly or lengthy than a typical expedited Chancery claim. Certainly, the cost is insignificant in comparison to a possible \$1.4 billion dollar benefit to the Class.

And Plaintiffs only obliquely address the elephant in the room: the views of the parties involved, pro and con. This Settlement has evoked stockholder hostility likely unprecedented in Chancery history. Most settlements draw no objections;¹¹⁴ a handful draw one or two. The docket in this case contains over 350 entries, mostly generated by stockholders dissatisfied with Plaintiffs' bargain.

In sum, the Settlement offers too little consideration to compensate the Class for the harms actually litigated in this case, much less the overbroad and unlawful release offered by Plaintiffs. The Court, in exercising its business judgment, should reject it.

II. THE CLASS SHOULD NOT BE CERTIFIED AS PROPOSED.

Of course, Plaintiffs are free to exercise their own business judgment and settle their individual claims. (Franchi has dismissed dozens of cases with prejudice only to himself.¹¹⁵) They should not be permitted to drag nonconsenting

¹¹⁴ See *In re Trulia, Inc. S'holder Litig.*, 129 A.3d 884, 893 (Del. Ch. 2016) (at settlement, the Court "rarely receives any submissions expressing an opposing viewpoint").

¹¹⁵ See *Kittila Aff.*, Ex. D.

stockholders along with them. AMCs stockholders never voted to be represented by a professional plaintiff and a pension fund.

At the very least, the Court should permit non-consenting stockholders to opt out to pursue their own claims. The arguments against class certification are particularly acute here, where Plaintiffs and their fellow class members seek different forms of relief and there are valid concerns about Plaintiffs' adequacy unexplored by Defendants' discovery.

A. Due Process Requires Providing an Opt-Out to the Apes.

A settlement cannot “deny a discretionary opt-out right where the policy favoring global settlement [is] outweighed by due process concerns.”¹¹⁶ The decision “must be assessed based on the facts and circumstances at the time of the settlement/certification hearing.”¹¹⁷ In *In re Celera Corporation Shareholder Litigation*, the Supreme Court reversed approval of a non-opt-out settlement where a class plaintiff was “barely” adequate and a significant stockholder was ready to prosecute identifiable and supportable claims for money damages.¹¹⁸ The due process concern here, while different, is of equal significance.

¹¹⁶ *In re Celera Corp. S'holder Litig.*, 59 A.3d 418, 436 (Del. 2012).

¹¹⁷ *Id.*

¹¹⁸ *Id.*

“[U]nless the relief sought by the particular plaintiffs who bring the suit can be thought to be what would be desired by the other members of the class, it would be inequitable to recognize plaintiffs as representative, and **a violation of due process** to permit them to obtain a judgment binding absent plaintiffs.”¹¹⁹ Here, Ms. Izzo and other dissenting stockholders desire a permanent injunction preventing over \$1.4 billion in harm to Common stockholders (under Plaintiffs’ assumptions), or a post-Transaction damages ruling restoring their ownership stake. Plaintiffs, on the other hand, admit that even had they won a preliminary injunction, they would only have “leverage[d] the injunction to achieve an economic benefit for Class members” to “offset[] some of this dilution.”¹²⁰ Plaintiffs’ desire is consistent with their decision, in selecting an operative complaint, to select the one that did not threaten Defendants with damages.¹²¹

The parties’ citations to cases involving merger settlements or compensation plans are not compelling.¹²² As Chancellor Allen noted, in a merger case “all

¹¹⁹ *Prezant*, 636 A.2d at 915 (emphasis added).

¹²⁰ PB at 40, 9; *see also* PB at 2, 38.

¹²¹ *See* DB at 33 n.114.

¹²² *See* PB at 46-47; DB at 31-34. Notably, Defendants cite to several certification orders that contain no evidence of having been contested by any objector. *See* DB at 32 (citing *Turberg v. ArcSight, Inc.*, 2011 WL 4445653, at *1 (Del. Ch. Sept. 20, 2011)).

members of the stockholder class are situated *precisely similarly* with respect to every issue of liability and damages” and “to litigate matters separately would subject the defendant to the risk of different standards of conduct with respect to the same action.”¹²³ That is not the case here: the conflict involves antagonistic interests between AMC Common stockholders and Preferred unitholders as much as between the Class and directors.¹²⁴ Apart from Defendants, all AMC Common stockholders during the class period are members—even if they own more APEs than Common, would profit from the Transaction, and would lose their windfall if it were enjoined. All Class members are thus not “situated precisely similarly” with respect to damages—some lose, and some win, if the Settlement and Transaction proceed. As for inconsistent adjudication, without an opt-out, the propriety of Aron’s actions will never be adjudicated at all.¹²⁵

¹²³ *Turner v. Bernstein*, 768 A.2d 24, 30 (Del. Ch. 2000) (emphasis added) (quoting *In re Mobile Communications Corp. of Am., Inc. Consol. Litig.*, 1991 WL 1392, at **15, 16 (Del. Ch. Jan. 7, 1991) (emphasis omitted)).

¹²⁴ Nor does *In re Straight Path Communications Inc. Consolidated Stockholder Litigation* weigh against an opt-out right. 2022 WL 2236192, at *10 (Del. Ch. June 14, 2022) (cited PB at 47; DB at 32). *Straight Path* rejected a class certification challenge *by defendants* who speculated that some stockholders might own shares in both a company and its former parent. *Id.* at *2. It did not address whether opt-out rights are appropriate where, as here, dozens of stockholders have appeared to oppose their purported representatives.

¹²⁵ The Court could potentially address some issues by dividing the class into sub-classes. See *Goodrich v. E.F. Hutton Group, Inc.*, 1993 WL 94456, at *4 (Del.

Plaintiffs' "pragmatic" concerns are, in fact, self-inflicted wounds.¹²⁶ The Parties chose to settle without first certifying a class and allowing stockholders to litigate the question of opt-outs. If Plaintiffs believe it too burdensome to construct a process that permits dissenting stockholders to make their own decision, the solution is to reject the settlement, not drag along dissenters. Similarly, Plaintiffs should not be permitted to choose settlement consideration in a form that they say is too burdensome to allow opt outs, and then argue that their unilateral decision requires a non-opt-out settlement.

The number of stockholder objectors in this case is unprecedented. Given the level of dissent and the significant damage that the Settlement and Transaction inflict upon the "Apes," not permitting them to opt out would be fundamentally inequitable.

Ch. Mar. 24, 1993) (dividing a class into two subclasses rather than ruling on the merits of a statute-of-limitations defense that applied to only some class members). For instance, a subclass of stockholders who owned before Defendants issued the Preferred Equity Units (and thus possess derivative claims Plaintiffs propose to release) could be separated from a subclass who purchased after. Given the breadth of claims Plaintiffs propose to release, however, attempting to divine appropriate subclasses could be more unwieldy than simply permitting dissenting stockholders to opt out.

¹²⁶ PB at 49-50.

B. The Settlement Cannot Be Certified Under Rule 23(a)(4).

Approving the Settlement in its present, non-opt-out form would offend due process. It is not a question of whether “the relief sought by the particular plaintiffs . . . can **be thought to be** what would be desired by the other members of the class.”¹²⁷ An economic “offset” to dilution is not what many members of the Class desire, as attested by the very high number of objectors. Now that Plaintiffs admit they will no longer seek a permanent injunction, they should not be permitted to represent stockholders who would.

A “determination of the adequacy of a class representative is an ‘essential component’ of the settlement approval process.”¹²⁸ A settlements’ proponents bear the burden of establishing adequacy, as they do with all class certification elements.¹²⁹ Plaintiffs offer no facts on this point, asserting merely that the Settlement itself satisfies the mandated inquiry.¹³⁰ This is pure *ipse dixit*.

The Court’s grant of objector access to the discovery record, however, separates this case from the typical settlement where such bare-bones presentations

¹²⁷ *Prezant*, 636 A.2d at 924 (emphasis added).

¹²⁸ *In re Infinity Broadcasting Corp. S’holders Litig.*, 802 A.2d 285, 291 (Del. 2002) (quotation omitted).

¹²⁹ *Dieter v. Prime Computer, Inc.*, 681 A.2d 1068, 1071 (Del. Ch. 1996).

¹³⁰ PB at 43. If Plaintiffs withheld facts relevant to this argument for reply, objectors should have the opportunity to address any new information in a sur-reply.

prevail unopposed. Even apart from Plaintiffs' abandonment of a permanent injunction as a form of relief, the record casts doubt upon their ability to represent the Class. The discovery record reveals disquieting facts about each Plaintiff.

Franchi. Franchi, who produced only two documents in discovery, owns only 32 shares and offers no evidence that he purchased them before November 2022.¹³¹ He may receive nothing in the Settlement. It is unclear how he could swear, in his complaint, to have owned AMC stock “at the time of the wrongs complained of”—including, for instance, issuance of APEs—in his complaint.¹³² His history of sue-and-settle litigation and frequent pursuit of mootness fees for his counsel raises doubts that he ever intended to pursue a permanent injunction.

Allegheny. Institutional stockholders are often touted as superior representatives due to their generally larger investments and their superior oversight of class counsel. Allegheny, however, owns relatively few shares: Izzo alone holds more than three times more Common shares and Preferred units.¹³³ Allegheny is also a frequent litigator, but typically pursues cases where the fund has much greater

¹³¹ Conf. Disc. DB, at Franchi_0000000001; D.I. 206, Franchi Aff. ¶ 2.

¹³² 2023-0216, D.I. 1, Franchi Aff. ¶ 1.

¹³³ Compare Kittila Aff., Ex. G (3,106 AMC and 4,244 APEs) with Conf. Disc. DB at ACR-AMC-00000332-34 (879 AMCs and 879 APEs).

exposure.¹³⁴ And the presumed advantages of institutional stockholding disappear when the individuals who manage pension funds receive political donations.¹³⁵ Publicly available documents show large and concerning contributions to at least one Allegheny board from another frequent litigator.¹³⁶ If Defendants took any discovery on this issue, it is not reflected in the documents Allegheny produced.

Munoz. Even before his apparent withdrawal, Munoz's large margin positions—a little less than half his shares, with the extent of his margin exposure unknown—raise questions concerning his risk aversion. Margin investments are riskier than typical investments, which may render his concern about AMC's supposed "financial distress" more keen than other Common stockholders.

Significantly, Plaintiffs admit that they settled on the eve of the Munoz deposition, while Munoz and Allegheny were preparing to testify.¹³⁷ Had those depositions taken place, Defendants would have been able to fill holes in the discovery record that might have cast more doubt on Plaintiffs' adequacy. They could also have sought information concerning whether Munoz's margin trades

¹³⁴ See Kittila Aff., Ex. I.

¹³⁵ See note 51, *supra*.

¹³⁶ See *id.* at Ex. E.

¹³⁷ PB at 61-62.

continued after February. Absent further information, the Court should not be satisfied that the Rule 23(a)(4) requirement has been met.

In sum, the conflict between the Class and its purported representatives—made obvious through the unprecedented resistance shown on the docket—renders a non-opt-out class uncertifiable. On her own, Ms. Izzo’s financial interest in the Settlement outweighs that of every Plaintiff except Munoz—concerning whom a motion to withdraw is pending—and other objecting stockholders doubtlessly hold more significant positions. Those class members should be able to choose to pursue real, meaningful relief through a permanent injunction. They are not adequately represented by Plaintiffs who have forsaken valuable remedies, two of whom stand to gain more from incentive awards than they will lose from the Settlement.¹³⁸

¹³⁸ Multiple objectors have contended that Class Members’ due process rights have been endangered because stockholders did not receive their postcard notices. *See, e.g.*, D.I. 343, 345. Historically, this Court has not been sympathetic to such arguments. *See In re Activision Blizzard, Inc. S’holder Litig.*, 124 A.3d 1025, 1061 (Del. Ch. 2015) (noting that a stockholder who chooses to register shares in the name of a nominee “takes the risks attendant with such an arrangement, including the risk that he may not receive notice of corporate proceedings” (citation omitted)). Thus, Ms. Izzo has not joined these motions.

However, this case provides a vehicle to revisit *Activision*’s thesis. Class plaintiffs typically propose a process that provides a semblance of notice, rather than notice in fact. As this case makes manifest, record holders frequently fail to forward notice to stockholders, especially in a short one-month period, and class plaintiffs tend not to sue brokers for that breach of duty. Thus, as late as the day before the objection deadline, Plaintiffs’ counsel received emails from stockholders stating that they had only recently received their postcard. *See, e.g.*, Kittila Aff., Ex. J. This is

III. PLAINTIFFS' FEE AND INCENTIVE REQUESTS ARE EXCESSIVE.

Plaintiff's \$20 million fee request is excessive under the precedent of this Court and the Delaware Supreme Court. This is especially true because, despite Plaintiff's purported concern for AMC's cash burn rate, their counsel insist on payment in cash. The Court should either dramatically slash any fee to reflect the uncertain value of the settlement consideration; order that any fee or incentive award be paid in stock (to be held for a set period); or defer any decision on fees until after the Settlement is executed and final.

Delaware courts subject fee requests to rigorous scrutiny, using the familiar *Sugarland* factors to ensure that fees are reasonable.¹³⁹ Movants bear the burden of establishing reasonableness.¹⁴⁰ Plaintiffs cannot do so here.

consistent with the observation of Professor Sean Griffith that he “received formal notice in less than half of the settlements in his portfolio of merger claims.” Sean J. Griffith & Anthony A. Rickey, *Objections to Disclosure Settlements: A How-To Guide*, 70 Okla. L. Rev. 281, 291 (2017). Especially in cases involving companies with a largely retail stockholder base, more vigorous notice procedures (and longer notice periods) may be advisable.

¹³⁹ *In re Cox Radio, Inc. S'holders Litig.*, 2010 WL 1806616, at *20 (Del. Ch. May 6, 2010), *aff'd*, 9 A.3d 475 (Del. 2010) (citing *Sugarland Indus., Inc. v. Thomas*, 420 A.2d 142, 149 (Del. 1980)).

¹⁴⁰ *See Boyer v. Wilmington Materials, Inc.*, 1999 WL 342326, at *1 (Del. Ch. May 17, 1999).

A. The “Benefit” of the Settlement is Trivial in Comparison to the Harm the Transaction Inflicts on the Apes.

As discussed above,¹⁴¹ Plaintiffs exaggerate the Settlement’s value, assuming that the Settlement and Transaction—which amount to a betrayal of the retail stockholders that have sustained the Common share price through the pandemic—will not affect AMC’s market capitalization.¹⁴² If the Settlement and Transaction destroy value—because retail shareholders flee, leaving only former preferred purchasers like Antara to sustain the share price—AMC’s market capitalization may tumble. Plaintiffs’ settlement valuation would tumble with it. Notably, neither Plaintiffs nor their counsel wish to be paid in post-Transaction AMC Common stock—they want cash. As they concede, “one cannot definitively predict the price at which AMC stock will trade following the Conversion. . . .”¹⁴³

The Court could account for this uncertainty in three ways. First, it could heavily discount Plaintiffs’ valuation, perhaps by 50% or more.¹⁴⁴ Second, it could

¹⁴¹ See Section I.A.2, *supra*.

¹⁴² See PB at 31; Ripley Aff. ¶ 4(c).

¹⁴³ PB at 9.

¹⁴⁴ Fifty percent may be too conservative given the speculative value of the consideration. As already noted, Defendants believed that APEs would trade at the same value as common, but APEs then traded at a 64% discount by February 2023, DB at 12. If Plaintiffs are similarly mistaken and the post-Transaction Common stock veers toward APE-level prices, a 50% discount will be generous.

require that any fee or incentive award be paid in common stock, to be held for a short period (perhaps a month), so that Plaintiffs and their counsel accept some of the same risk they would impose on the class.¹⁴⁵ However, given that the effect of the Transaction will likely be obvious shortly after the Conversion, the most easily administrable solution would be to rule first on the Settlement and then, if it becomes final, address Plaintiffs' fee petition after the Conversion. This has the additional advantage of allowing Plaintiff- and Objector-fee petitions to be decided simultaneously, as this Court has required in another recent case.¹⁴⁶ Plaintiffs could hardly complain: if, as Defendants contend, the Transaction is value-creating, Plaintiffs' fees would increase.

Ultimately, Plaintiffs' counsel should share in the risk their Settlement imposes on unwilling class members. Plaintiffs purport to have abandoned their case out of fear that "AMC would ultimately face a true financing crisis."¹⁴⁷ In that case, they should not be paid in cash, at least until the Settlement's "benefits" are more than theoretical.

¹⁴⁵ Requiring in-kind fee payment is not only appropriate, in at least once jurisdiction it is mandatory in class actions. *See* Tex. R. Civ. P. 42(i)(1) (attorneys' fees must be in the same proportion of cash and noncash benefits as class recovery).

¹⁴⁶ *See* Kittila Aff., Ex. K, ¶ 4.

¹⁴⁷ PB at 29.

B. A Quick Settlement Posed Little Contingency Risk.

Taking this case to trial and obtaining a permanent injunction would have been risky. Settling early after little discovery and no depositions was not. Plaintiffs came to this Court insisting that “AMC did not face any crisis, existential or otherwise, that might justify radical action” when it created the APEs, and that AMC’s future was bright.¹⁴⁸ In fact, AMC’s fortunes continue to improve.¹⁴⁹ Yet now, with the prospect of a settlement and a fee, Plaintiffs contend that AMC might, absent the Settlement, face financial disaster.¹⁵⁰

Plaintiffs filed suit supposedly eager to invalidate the Transaction, but quickly changed tactics, preferring to “leverage [an] injunction to achieve an economic benefit for Class members”¹⁵¹ for a benefit that is less than one-tenth the value of an injunction. Counsel representing Plaintiffs that are so willing to change their goals face little, if any, contingency risk. On the day Plaintiffs filed their complaints, the odds that Defendants would reject a ten-cent-on-the-dollar settlement, especially to obtain a broader-than-legal release, were slim-to-none.

¹⁴⁸ Compl. ¶ 132.

¹⁴⁹ See Section B, *supra*.

¹⁵⁰ PB at 29.

¹⁵¹ *Id.* at 40.

C. The Quality of Representation Warrants a Downward Departure.

The standing of Plaintiffs' counsel is beyond question, but the prosecution of this case warrants a downward departure from the *Sugarland* norm. Ms. Izzo echoes the Court's frustration with Plaintiff and Defendants' conduct concerning confidential information.¹⁵² Once Plaintiff's transmittal affidavit was unsealed, it became obvious that the parties withheld documents that could never have survived a Rule 5.1 challenge, including a transcript of a public earnings call.¹⁵³ Plaintiffs refusal to even answer Ms. Izzo's counsels' email has made the objection process more burdensome for counsel and the Court.¹⁵⁴

Other problems have beset this litigation. Plaintiffs' Brief violates two rules: it is overlong¹⁵⁵ and was not accompanied by the Munoz affidavit. In opposing access to discovery, Plaintiffs offered at least one argument against *pro se* litigants

¹⁵² See, e.g., D.I. 312.

¹⁵³ D.I. 206, Meyer Aff., Ex. 2.

¹⁵⁴ D.I. 357, 366.

¹⁵⁵ Plaintiffs' Brief exceeds the word count if the 620-word glossary is included. And it clearly must be: "The front cover, table of contents, table of citations, signature block, and any footer included pursuant to Rule 5.1(c) do not count toward the limitation. *All other text counts toward the limitation.*" Ct. Ch. R. 171(f)(1)(A) (emphasis added).

that overlooked controlling Supreme Court precedent.¹⁵⁶ Having successfully opposed *pro se* stockholders' intervention attempts for, *inter alia*, failure to comply with the Court's rules,¹⁵⁷ a downward departure from a *Sugarland* award is the minimum Plaintiffs should expect.¹⁵⁸

D. The Result Does Not Warrant Nearly \$6,000/hr. in Fees.

Plaintiffs' \$2,361,086.50 lodestar also supports a downward departure. Delaware courts use lodestar as a "backstop check" on the reasonableness of a fee.¹⁵⁹ A \$20 million fee represents an 8.4x multiplier.¹⁶⁰ At this rate, the highest-paid attorney would earn approximately \$9,660 per hour.¹⁶¹

¹⁵⁶ Plaintiffs contended that objectors should not have access to their documents because they "go almost exclusively to standing and class certification issues, neither of which is relevant to assessing whether the settlement is fair or whether to make an objection." D.I. 295, ¶ 22. The Court was clear that stockholders may object to, *inter alia*, "Incentive Awards." D.I. 185, ¶ 18. In evaluating such awards, the Supreme Court requires this Court to consider the size of a plaintiff's investment. *See Isaacson v. Niedermayer*, 200 A.3d 1205, at 1 n.1 (Del. 2018) (Table); *Raider v. Sunderland*, 2006 WL 75310, at *2 (Del. Ch. Jan 4, 2006). Thus, Plaintiffs' documents, including those related to standing, were clearly relevant to objectors.

¹⁵⁷ *See* D.I. 195 at 4 n.3; D.I. 196 at 4 n.3.

¹⁵⁸ Consistent with the Special Master's report on intervention, Plaintiffs' motion could be denied on this basis alone. *See, e.g.*, D.I. 292 at 4.

¹⁵⁹ *See In re Abercrombie & Fitch Co. S'holders Deriv. Litig.*, 886 A.2d 1271, 1274 (Del. 2005).

¹⁶⁰ *See Kittila Aff.*, Ex. L.

¹⁶¹ *Id.*

The lodestar itself raises serious concerns regarding the efficiency of litigation. Plaintiffs dedicated *at least* 6 firms and 46 timekeepers to litigation that lasted seventy days.¹⁶² These timekeepers include not just attorneys, but a “Managing Clerk,” “Director of Investor Services,” and “Corporate Governance Analyst” priced at \$425/hr., \$600/hr., and \$425/hr., respectively.¹⁶³ The *lowest* paid staff attorney bills at \$400/hr.¹⁶⁴ And these may not be the only attorneys on the roster: in a recent case, one of Plaintiffs’ current counsel revealed (in response to a Court query) that it had promised to pay a percentage of any fees received to a previously undisclosed law firm that secured the client.¹⁶⁵

Had Plaintiffs achieved what they set out to accomplish—invalidating the Transaction—eight-figure fees might be equitable. But an 8.4x multiplier exceeds what is necessary to “encourage future meritorious lawsuits” that settle early.¹⁶⁶

¹⁶² See Kittila Aff., Ex. L.

¹⁶³ See D.I. 206, Lebovitch Aff., ¶ 3.

¹⁶⁴ *Id.*

¹⁶⁵ See Kittila Aff., Ex. M, ¶ 5.

¹⁶⁶ *Franklin Balance Sheet Inv. Fund v. Crowley*, 2007 WL 2495018, at **12, 14 (Del. Ch. Aug. 30, 2007) (noting that a \$4,023 hourly rate was “at the high end of the spectrum”).

E. An Early-Stage Settlement Warrants No More Than a 10% Fee Award.

Finally, Plaintiffs' selective quotation of *In re Activision* to support a 15.5% fee award misreads that decision, which addressed cases that settled shortly before trial.¹⁶⁷ When a case settles early, the appropriate range tends towards 10-15%.¹⁶⁸ Higher awards "typically includ[e] multiple depositions and some level of motion practice. . . ."¹⁶⁹ As this Court recently pointed out in the *Symantec* case, "[t]hat fee structure is intended to incentivize plaintiffs and provide them with a return commensurate with taking the additional risk of going deeper into a case and incurring the expenses to do so."¹⁷⁰

¹⁶⁷ *Activision*, 124 A.3d at 1071 (quoted PB at 58); see also *In re Orchard Enters., Inc. S'holder Litig.*, 2014 WL 4181912, at *8 (Del. Ch. Aug. 22, 2014) (case settled two months before trial). Plaintiffs' citations to other cases in the 20-25% range also involved cases that settled at a later stage. See PB at 59 n. 142; *In re Jefferies Grp., Inc. S'holders Litig.*, 2015 WL 3540662, at *2 (Del. Ch. June 5, 2015) (five weeks); BLBG website, <https://www.blbglaw.com/cases-investigations/acs/pdfx/acs.pdf> (noting that *In re ACS S'holder Litig.* settled after motion for partial summary judgment); Labaton website, <https://www.labaton.com/cases/el-paso> (noting that *In re El Paso Corp.* involved post-closing damages litigation); Notice, *In re News Corp. S'holder Litig.*, C.A. 6285-VCN, at 3-4 (Del. Ch. June 26, 2013), <https://static.blbglaw.com/docs/Final%20Notice.pdf> (case settled after motion to dismiss on third amended complaint).

¹⁶⁸ *Ams. Mining Corp. v. Theriault*, 51 A.3d 1213, 1259 (Del. 2012).

¹⁶⁹ *Id.*

¹⁷⁰ *In re Symantec Corp. S'holder Deriv. Litig.*, C.A. No. 2019-0224-JTL, at 42-43 (Del. Ch. May 4, 2023) (Trans.).

Here, Plaintiffs took no depositions, filed no preliminary injunction brief, and have mostly litigated in support of the Settlement—*i.e.*, ***against*** fellow stockholders and ***allied with*** Defendants. Recognizing that the “base percentage” in an early-stage case is 10%, the *Symantec* Court recently set a fee on that basis, adding a \$100,000 bonus for earlier books-and-records litigation, which it described as “generous.”¹⁷¹ If any fee is awarded, 10% is the appropriate starting point.

But any award should require Plaintiffs and their counsel to share the risk that the Transaction will harm the class. This could be accomplished by awarding 10% of a far smaller risk-adjusted “benefit.” But the better course would be either to award fees in stock or set a fee after the Settlement is accomplished and becomes final.

F. No Incentive Awards are Warranted.

Finally, no incentive award should be permitted. Plaintiffs’ Brief omits one of the three factors of the relevant test recently approved by the Supreme Court.¹⁷² In *Raider v. Sunderland*, Chancellor Chandler explicitly examined the size of a

¹⁷¹ *Id.* at 43-44.

¹⁷² PB at 60 (citing *Isaacson v. Niedermayer*, 200 A.3d 1205, 1205 n.1 (Del. 2018)).

plaintiff's investment.¹⁷³ Plaintiffs not only withheld this information in their opening papers—and failed to mention it as a *Raider* factor—they argued to the Special Master that further information was irrelevant.¹⁷⁴ Incentives should be denied for this reason alone.

Moreover, while online abuse is a serious matter and should not be countenanced, Plaintiffs' newfound concern rings hollow. AMC's stockholders hold various opinions, sometimes strongly. Any stockholder objector (or their counsel) exposes themselves to online abuse. Yet Plaintiffs—who now complain of “doxing,” the public disclosure of a person's contact information¹⁷⁵—conditioned objecting stockholders' participation on the submission of their address and phone numbers, even if represented.¹⁷⁶ Plaintiffs can't use a represented objectors' contact information without committing an ethics violation.¹⁷⁷ It is merely a deterrent to objections.

¹⁷³ Compare *Raider v. Sunderland*, 2006 WL 75310, at *2 (noting “three factors” underlying incentive award) with PB at 60 (listing two factors).

¹⁷⁴ D.I. 295 ¶ 22 (arguing plaintiff's documents were not relevant to “whether to make an objection”).

¹⁷⁵ <https://en.wikipedia.org/wiki/Doxing>.

¹⁷⁶ D.I. 165, Ex. A, ¶ 17.

¹⁷⁷ See Del. R. Prof. Conduct 4.2.

As vigorous proponents of the self-doxing of their fellow stockholders, Plaintiffs merit little sympathy. Plaintiffs could have—and if they wanted separate payments, should have—acted to protect other stockholders, even if those class members chose to object. Instead, they proposed that class members put addresses, email addresses, and stock purchase information on an open docket—while refusing to do so themselves.

Besides, while abuse is deplorable, criticism is not. Plaintiffs are engaged in a serious endeavor: they intend to strip away the litigation rights of *every* class member, rights potentially worth over a billion dollars, against many stockholders' express desires. Like politicians, class plaintiffs who would wield power in the name of others should not expect to be above criticism.

CONCLUSION

The Settlement is a bad deal. The Court should reject it, withhold certification from a non-opt-out class, and deny Plaintiffs' request for attorneys' fees and incentive awards.¹⁷⁸ Ms. Izzo intends to intervene and seek leadership of the Class following the defeat of the Settlement.

¹⁷⁸ Ms. Izzo respectfully asks the Court to retain jurisdiction to permit her counsel to submit a petition for an award of attorneys' fees and expenses, as it has done when objectors have provided a benefit to absent stockholders. *See, e.g., In re Riverbed Tech., Inc. S'holders Litig.*, 2015 WL 7769861, at **2-3 (Del. Ch. Dec. 2, 2015) (awarding fee to unsuccessful objector); *Griffith v. Stein*, 283 A.3d 1124, 1139 (Del. 2022) (affirming fee award for successful objection).

Dated: May 31, 2023

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Electronically signed
on behalf of Ms. Izzo:

/s/ Rose Izzo

A large black rectangular redaction box covering the signature of Rose Izzo.

Respectfully submitted,

HALLORAN FARKAS + KITTLA LLP

/s/ Theodore A. Kittila
Theodore A. Kittila (Bar No. 3963)
James G. McMillan, III (Bar No. 3979)
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Words: 12,163

Counsel for Objector Rose Izzo

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

Consol. C.A. No. 2023-0215-MTZ

STATE OF DELAWARE

)

) SS.:

COUNTY OF NEW CASTLE

)

1. I am an attorney licensed to practice law in the State of Delaware, and I practice with Halloran, Farkas + Kittila LLP in Wilmington, Delaware. I am counsel for Objector Rose Izzo and am otherwise capable of providing this affidavit.

2. I respectfully submit this affidavit in support of Rose Izzo's Objection to the Proposed Settlement, Award of Attorneys' Fees and Expenses, and Incentive Awards which is being filed contemporaneously herewith.

3. Attached hereto is a true and correct copy of the following documents:

Ex.	Document Description
A	AMC Entertainment Holdings, Inc. Earnings Report – First Quarter 2023 Results, dated May 5, 2023
B	Email Correspondence from KLDDiscovery Regarding Access to Confidential Discovery Database, dated May 21, 2023 (Redacted)
C	Order Requesting Additional Information, <i>In re Dell Technologies Inc. Class V Stockholders Litigation</i> , Consol. C.A. 2018-0816-JTL (Del. Ch.), dated April 12, 2023
D	Analysis of Litigation by Anthony Franchi (prepared by counsel), May 31, 2023
E	Friends of John Weinstein, Unworn Declaration in Lieu of Sworn Statement for Campaign Finance Reports, Pennsylvania Department of State Bureau of Campaign Finance & Civic Engagement, dated February 1, 2023
F	Transcript of Oral Argument and Rulings of the Court on Plaintiff's Motion to Approve Settlement and Plaintiff's Motion for Approval of Fee Award, Expenses, and Incentive Award, <i>In re Dell Technologies Inc. Class V Stockholders Litigation</i> , Consol. C.A. No. 2018-0816-JTL (Del. Ch.), dated April 19, 2023
G	[CONFIDENTIAL FILING] Webull Account Brokerage Statements of Rose Izzo, dated February 1, 2021 to February 28, 2021, and April 1, 2023 to April 30, 2023 (Redacted)
H	AMC Entertainment Holdings, Inc. Form 10-Q (for the quarterly period ended March 31, 2023), dated May 5, 2023 (excerpt)
I	Analysis of Litigation by Allegheny County Employees Retirement System (prepared by counsel), May 31, 2023
J	Email from Greg Varallo, Esq. to AMC Stockholder, dated May 30, 2023

K	Order Establishing Briefing Schedule for Amended Settlement, <i>Stein v. Blankfein</i> , et al., C.A. No. 2017-0354-SG (Del. Ch.), dated October 26, 2022
L	Lodestar Analysis Chart (prepared by counsel), May 31, 2023
M	Affidavit of Jeremy S. Friedman in Response to the Court's April 12, 2023 Order Requesting Additional Information, <i>In re Dell Technologies Inc. Class V Stockholders Litigation</i> , Consol. C.A. No. 2018-0816-JTL (Del. Ch.), dated April 19, 2023

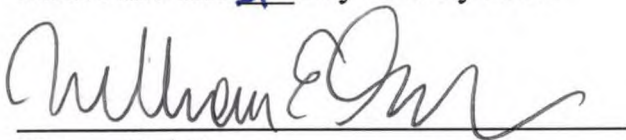
Dated: May 31, 2023



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Counsel for Objector Rose Izzo

SWORN TO AND SUBSCRIBED
 before me this 31st day of May 2023



Notary Public

William E. Green, Jr.
 Attorney-at-Law
 Notary Public, State of Delaware
 My Commission Has No Expiration Date
 29 Del. C. § 4323 (a)(3)

EXHIBIT A

**INVESTOR RELATIONS:**

John Merriwether, 866-248-3872
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FOR IMMEDIATE RELEASE

AMC Entertainment Holdings, Inc. Reports First Quarter 2023 Results

LEAWOOD, KANSAS - (May 5, 2023) -- AMC Entertainment Holdings, Inc. (NYSE: AMC and APE) ("AMC" or "the Company"), today reported results for the first quarter ended March 31, 2023.

Summary First Quarter 2023 Compared to First Quarter 2022:

- Total revenues grew 21.5% to \$954.4 million.
- Net loss improved by \$101.9 million to \$235.5 million.
- Adjusted net loss was \$179.7 million compared to an adjusted net loss of \$266.3 million.
- Diluted loss per share was \$0.17 compared to a diluted loss per share of \$0.33.
- Adjusted diluted loss per share was \$0.13 compared to an adjusted diluted loss per share of \$0.26.
- Adjusted EBITDA improved by \$68.8 million to \$7.1 million.
- Net cash used in operating activities for the quarter was \$189.9 million.
- Non-GAAP Operating Cash Burn¹ for the quarter was \$139.4 million compared to \$223.9 million.
- Available liquidity at March 31, 2023 was \$703.7 million, including \$208.1 million of undrawn capacity under the Company's revolving credit facility.

In announcing the quarterly results, Adam Aron, Chairman and CEO of AMC said, "Our results for the first quarter of 2023 represent AMC's strongest first quarter in four full years. We kicked off 2023 by continuing on our positive glide path to recovery, with more than a 21% growth in total revenues and a \$69 million improvement in Adjusted EBITDA compared to the previous year. The first quarter of 2023 and fourth quarter of 2022 mark the first two consecutive quarters of positive Adjusted EBITDA since March of 2020. This progress is a testament to the ongoing recovery in the industrywide box office, as well as AMC's enduring commitment to excellence and innovation as our guests enjoy a superb movie-going experience at our theatres."

Aron added, "AMC theatres across the globe welcomed nearly 48 million guests in the first quarter thanks to the continued strength of James Cameron's AVATAR: THE WAY OF WATER and the knockout power of first quarter releases like Marvel's ANT-MAN AND THE WASP: QUANTUMANIA, CREED III, SCREAM VI, SHAZAM! FURY OF THE GODS and JOHN WICK CHAPTER 4. All told, the first quarter North American box office easily surpassed 2022 by some 29%, totaling more than \$1.7 billion. The recovery in the European box office was even stronger in getting to pre-pandemic norms than that in the U.S. As I have said for years, when our studio partners showcase their magical storytelling, there is robust demand to be realized at AMC theatres both in the U.S. and abroad."

Aron continued, "We believe the first quarter of 2023 is just the tip of the iceberg for what's to come in the remainder of the year. To that end, the second quarter of 2023 has already begun with the notable success of THE SUPER MARIO BROTHERS MOVIE, currently the highest-grossing movie of 2023 and over \$1 billion in ticket sales worldwide. With so many compelling movies coming just in the next few months like GUARDIANS OF THE GALAXY VOL 3; THE LITTLE MERMAID, ELEMENTAL, FAST X, SPIDER-MAN: ACROSS THE SPIDER-VERSE, THE FLASH, INDIANA JONES AND THE DIAL OF DESTINY, MISSION IMPOSSIBLE – DEAD RECKONING PART ONE, OPPENHEIMER, BLUE BEETLE, GRAN TURISMO, HAUNTED MANSION, ABOUT MY FATHER, BARBIE, THE MEG 2: THE TRENCH, STRAYS, NO HARD FEELINGS, JOY RIDE,

¹ Operating Cash Burn is a non-GAAP metric that represents cash burn before debt servicing costs and before deferred rent payback

ASTEROID CITY, and THE EQUALIZER 3, among others, the remainder of the year promises something for everyone, and AMC stands ready to welcome movie-goers in significant numbers. We could not be more optimistic about the prospects for the 2023 box office, except to say that 2024 looks even better.”

Aron highlighted, “Of particular note, food and beverage spending per patron of \$6.90 globally and \$7.99 in the U.S., continued at a blistering pace compared to pre-pandemic levels. This is especially welcome given the high-margin nature of our food and beverage activity.”

Aron concluded, “During the first quarter of 2023, we continued to strengthen our balance sheet by raising more than \$155 million of cash through the sale of APE units, and by reducing the principal balance of our debt by more than \$200 million in repurchasing debt or exchanging APE units for debt. Our optimism about a clearly increasing industrywide box office notwithstanding, we have been very transparent that it will take a few more years for the industry box office to return near to pre-pandemic levels, and our ability to raise additional capital during this extended recovery period will be a crucial component of our success. We will continue our fight to preserve our agility and to remain on our recovery trajectory, as we work hard to position AMC for long-term success.”

Key Financial Results (presented in millions, except operating data)

	Quarter Ended March 31,		
	2023	2022	Change
GAAP Results			
Revenue	\$ 954.4	\$ 785.7	21.5 %
Net loss	\$ (235.5)	\$ (337.4)	\$ 101.9
Net cash used in operating activities	\$ (189.9)	\$ (295.0)	\$ 105.1
Diluted loss per share	\$ (0.17)	\$ (0.33)	\$ 0.16
Non-GAAP Results*			
Total revenues (2022 constant currency adjusted)	\$ 974.0	\$ 785.7	24.0 %
Net loss (2022 constant currency adjusted)	\$ (236.8)	\$ (337.4)	\$ 100.6
Adjusted EBITDA	\$ 7.1	\$ (61.7)	\$ 68.8
Adjusted EBITDA (2022 constant currency adjusted)	\$ 6.5	\$ (61.7)	\$ 68.2
Free cash flow	\$ (237.3)	\$ (329.8)	\$ 92.5
Adjusted net loss	\$ (179.7)	\$ (266.3)	\$ 86.6
Adjusted diluted loss per share	\$ (0.13)	\$ (0.26)	\$ 0.13
Operating Metrics			
Attendance (in thousands)	47,621	39,075	21.9 %
U.S. markets attendance (in thousands)	32,362	25,792	25.5 %
International markets attendance (in thousands)	15,259	13,283	14.9 %
Average screens	9,998	10,099	(1.0)%

* Please refer to the tables included later in this press release for definitions and full reconciliations of non-U.S. GAAP financial measures.

AMC Preferred Equity Unit At-The-Market Equity Program

In September 2022, AMC launched an at-the-market (“ATM”) equity program to sell up to 425 million shares of its AMC Preferred Equity Units (“APE units”).

Since the inception of the ATM in September 2022, as of March 31, 2023, AMC had raised gross proceeds of approximately \$309.1 million, before commissions and fees, from the sale of approximately 257.0 million APE units.

During the first quarter of 2023, AMC raised gross proceeds of \$80.3 million through the sale of approximately 49.3 million APE units.

During the second quarter of 2023, AMC has raised additional gross proceeds of approximately \$34.2 million, before commission and fees, from the sale of approximately 21.2 million shares of APE units.

There are currently no APE units available to be issued under the September ATM equity program and board authorization.

Balance Sheet, Cash and Liquidity

During the first quarter 2023, AMC:

- Repurchased \$99.4 million aggregate principal amounts of the Second Lien Notes due 2026 for \$54.8 million or a 45% discount.
- Repurchased \$4.1 million aggregate principal amount of the 5.875% Senior Subordinated Notes due 2026 for \$1.7 million, or a 59% discount.
- Issued approximately 91.0 million shares of APE units on a private basis to extinguish \$100.0 million aggregate principal amount of the Company’s 10%/12% Cash/PIK Toggle Second Lien Notes due 2026.
- Raised \$75.1 million through the private sale of approximately 106.6 million APE Units.
- Received \$30 million from Saudi Entertainment Ventures, AMC’s Saudi joint venture partner, as AMC begins to transition from a management and investment role to a pure licensing relationship.

Cash at March 31, 2023 was \$495.6 million excluding restricted cash of \$23.1 million. AMC currently has liquidity availability of \$703.7 million (including cash and undrawn capacity under the Company’s revolving credit facility).

Webcast Information

The Company will host a webcast for investors and other interested parties beginning at 7:30 a.m. CST/8:30 a.m. EST on Friday, May 5, 2023. To listen to the webcast, please visit the investor relations section of the AMC website at www.investor.amctheatres.com for a link. Investors and interested parties should go to the website at least 15 minutes prior to the call to register, and/or download and install any necessary audio software.

An archive of the webcast will be available on the Company’s website after the call for a limited time.

About AMC Entertainment Holdings, Inc.

AMC is the largest movie exhibition company in the United States, the largest in Europe and the largest throughout the world with approximately 920 theatres and 10,300 screens across the globe. AMC has propelled innovation in the exhibition industry by: deploying its Signature power-recliner seats; delivering enhanced food and beverage choices; generating greater guest engagement through its loyalty and subscription programs, web site and mobile apps; offering

premium large format experiences and playing a wide variety of content including the latest Hollywood releases and independent programming. For more information, visit www.amctheatres.com.

Website Information

This press release, along with other news about AMC, is available at www.amctheatres.com. We routinely post information that may be important to investors in the Investor Relations section of our website, www.investor.amctheatres.com. We use this website as a means of disclosing material, non-public information and for complying with our disclosure obligations under Regulation FD, and we encourage investors to consult that section of our website regularly for important information about AMC. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this document. Investors interested in automatically receiving news and information when posted to our website can also visit www.investor.amctheatres.com to sign up for email alerts.

Forward-Looking Statements

This communication includes “forward-looking statements” within the meaning of the federal securities laws, including the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. In many cases, these forward-looking statements may be identified by the use of words such as “will,” “may,” “could,” “would,” “should,” “believes,” “expects,” “anticipates,” “estimates,” “intends,” “indicates,” “projects,” “goals,” “objectives,” “targets,” “predicts,” “plans,” “seeks,” and variations of these words and similar expressions. Examples of forward-looking statements include statements we make regarding our expected revenue, net loss, capital expenditure, Adjusted EBITDA and estimate cash and cash equivalent. Any forward-looking statement speaks only as of the date on which it is made. These forward-looking statements may include, among other things, statements related to AMC’s current expectations regarding the performance of its business, financial results, liquidity and capital resources, and the impact to its business and financial condition of, and measures being taken in response to, the COVID-19 virus, and are based on information available at the time the statements are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks, trends, uncertainties and other facts that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks, trends, uncertainties and facts include, but are not limited to: the sufficiency of AMC’s existing cash and cash equivalents and available borrowing capacity; availability of financing upon favorable terms or at all; AMC’s ability to obtain additional liquidity, which if not realized or insufficient to generate the material amounts of additional liquidity that will be required unless it is able to achieve more normalized levels of operating revenues, likely would result with AMC seeking an in-court or out-of-court restructuring of its liabilities; the impact of the COVID-19 virus on AMC, the motion picture exhibition industry, and the economy in general; increased use of alternative film delivery methods or other forms of entertainment; the continued recovery of the North American and international box office; AMC’s significant indebtedness, including its borrowing capacity and its ability to meet its financial maintenance and other covenants and limitations on AMC’s ability to take advantage of certain business opportunities imposed by such covenants; shrinking exclusive theatrical release windows; the seasonality of AMC’s revenue and working capital; intense competition in the geographic areas in which AMC operates; risks relating to impairment losses, including with respect to goodwill and other intangibles, and theatre and other closure charges; motion picture production and performance; general and international economic, political, regulatory and other risks; AMC’s lack of control over distributors of films; limitations on the availability of capital, , including on the authorized number of common stock; dilution of voting power through the issuance of preferred stock; AMC’s ability to achieve expected synergies, benefits and performance from its strategic initiatives; AMC’s ability to refinance its indebtedness on favorable terms; AMC’s ability to optimize its theatre circuit; AMC’s ability to recognize interest deduction carryforwards, net operating loss carryforwards, and other tax attributes to reduce future tax liability; supply chain disruptions, labor shortages, increased cost and inflation; the ongoing stockholder litigation preventing AMC from implementing its 1:10 reverse stock split of Class A common stock and conversion of the AMC Preferred Equity Units into Class A common stock; and other factors discussed in the reports AMC has filed with the SEC. Should one or more of these risks, trends, uncertainties, or facts materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by the forward-looking statements contained herein. Accordingly, we caution you against relying on forward-looking statements, which speak only as of the date they are made. Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. For a detailed discussion of risks,

trends and uncertainties facing AMC, see the section entitled “Risk Factors” in AMC’s 2022 Form 10-K for the year ended December 31, 2022 and Form 10-Q for the quarter ended March 31, 2023, each as filed with the SEC, and the risks, trends and uncertainties identified in AMC’s other public filings. AMC does not intend, and undertakes no duty, to update any information contained herein to reflect future events or circumstances, except as required by applicable law.

(Tables follow)

AMC Entertainment Holdings, Inc.
Consolidated Statements of Operations
Quarter Ended March 31, 2023 and March 31, 2022

(dollars in millions, except share and per share data)
(unaudited)

	Quarter Ended March 31,	
	2023	2022
Revenues		
Admissions	\$ 534.1	\$ 443.8
Food and beverage	328.7	252.5
Other theatre	91.6	89.4
Total revenues	954.4	785.7
Operating costs and expenses		
Film exhibition costs	246.2	189.8
Food and beverage costs	61.4	42.6
Operating expense, excluding depreciation and amortization below	383.2	344.8
Rent	205.7	223.2
General and administrative:		
Merger, acquisition and other costs	0.2	0.4
Other, excluding depreciation and amortization below	72.3	53.1
Depreciation and amortization	93.6	98.7
Operating costs and expenses	1,062.6	952.6
Operating loss	(108.2)	(166.9)
Other expense:		
Other expense	39.2	136.3
Interest expense:		
Corporate borrowings	90.7	82.0
Finance lease obligations	0.9	1.2
Non-cash NCM exhibitor services agreement	9.5	9.2
Equity in (earnings) loss of non-consolidated entities	(1.4)	5.1
Investment income	(13.5)	(63.4)
Total other expense, net	125.4	170.4
Net loss before income taxes	(233.6)	(337.3)
Income tax provision	1.9	0.1
Net loss	\$ (235.5)	\$ (337.4)
Diluted loss per share	\$ (0.17)	\$ (0.33)
Average shares outstanding diluted (in thousands)	1,373,947	1,031,820

Consolidated Balance Sheet Data (at period end):

(dollars in millions)

(unaudited)

	As of March 31, 2023	As of December 31, 2022
Cash and cash equivalents	\$ 495.6	\$ 631.5
Corporate borrowings	4,882.0	5,140.8
Other long-term liabilities	104.2	105.1
Finance lease liabilities	58.5	58.8
Total AMC Entertainment Holdings, Inc.'s stockholders' deficit	(2,590.3)	(2,624.5)
Total assets	8,847.6	9,135.6

Consolidated Other Data:

(in millions, except operating data)

(unaudited)

	Quarter Ended March 31,	
Consolidated	2023	2022
Net cash used in operating activities	\$ (189.9)	\$ (295.0)
Net cash used in investing activities	\$ (16.6)	\$ (54.9)
Net cash provided by (used in) financing activities	\$ 68.9	\$ (76.3)
Free cash flow	\$ (237.3)	\$ (329.8)
Capital expenditures	\$ (47.4)	\$ (34.8)
Screen additions	—	7
Screen acquisitions	2	30
Screen dispositions	208	118
Construction (closures) openings, net	(4)	12
Average screens	9,998	10,099
Number of screens operated	10,264	10,493
Number of theatres operated	920	938
Screens per theatre	11.2	11.2
Attendance (in thousands)	47,621	39,075

Segment Other Data:

(in millions, except per patron amounts and operating data)

(unaudited)

	Quarter Ended March 31,	
	2023	2022
Other operating data:		
Attendance (patrons, in thousands):		
U.S. markets	32,362	25,792
International markets	15,259	13,283
Consolidated	47,621	39,075
Average ticket price (in dollars):		
U.S. markets	\$ 11.87	\$ 12.05
International markets	\$ 9.84	\$ 10.01
Consolidated	\$ 11.22	\$ 11.36
Food and beverage revenues per patron (in dollars):		
U.S. markets	\$ 7.99	\$ 7.52
International markets	\$ 4.60	\$ 4.40
Consolidated	\$ 6.90	\$ 6.46
Average Screen Count (month end average):		
U.S. markets	7,513	7,622
International markets	2,485	2,477
Consolidated	9,998	10,099

Segment Information:

(unaudited, in millions)

	Quarter Ended March 31,	
	2023	2022
Revenues		
U.S. markets	\$ 704.5	\$ 563.1
International markets	249.9	222.6
Consolidated	\$ 954.4	\$ 785.7
Adjusted EBITDA		
U.S. markets	\$ 10.9	\$ (43.4)
International markets	(3.8)	(18.3)
Consolidated	\$ 7.1	\$ (61.7)
Capital Expenditures		
U.S. markets	\$ 34.6	\$ 21.1
International markets	12.8	13.7
Consolidated	\$ 47.4	\$ 34.8

Reconciliation of Adjusted EBITDA (1):

(dollars in millions)

(unaudited)

	Quarter Ended March 31,	
	2023	2022
Net loss	\$ (235.5)	\$ (337.4)
Plus:		
Income tax provision	1.9	0.1
Interest expense	101.1	92.4
Depreciation and amortization	93.6	98.7
Certain operating expense (2)	1.1	2.3
Equity in (earnings) loss of non-consolidated entities	(1.4)	5.1
Cash distributions from non-consolidated entities (3)	—	0.7
Attributable EBITDA (4)	0.5	0.2
Investment income (5)	(13.5)	(63.4)
Other expense (6)	42.8	139.8
Other non-cash rent benefit (7)	(9.6)	(7.1)
General and administrative expense—unallocated:		
Merger, acquisition and other costs (8)	0.2	0.4
Stock-based compensation expense (9)	25.9	6.5
Adjusted EBITDA (1)	\$ 7.1	\$ (61.7)

- 1) We present Adjusted EBITDA as a supplemental measure of our performance. We define Adjusted EBITDA as net earnings (loss) plus (i) income tax provision (benefit), (ii) interest expense and (iii) depreciation and amortization, as further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance and to include attributable EBITDA from equity investments in theatre operations in International markets and any cash distributions of earnings from other equity method investees. These further adjustments are itemized above. You are encouraged to evaluate these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Adjusted EBITDA is a non-U.S. GAAP financial measures commonly used in our industry and should not be construed as an alternative to net earnings (loss) as an indicator of operating performance (as determined in accordance with U.S. GAAP). Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies. We have included Adjusted EBITDA because we believe it provides management and investors with additional information to measure our performance and estimate our value. The preceding definition of Adjusted EBITDA is broadly consistent with how Adjusted EBITDA is defined in our debt indentures.

Adjusted EBITDA has important limitations as an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our results as reported under U.S. GAAP. For example, Adjusted EBITDA:

- does not reflect our capital expenditures, future requirements for capital expenditures or contractual commitments;
 - does not reflect changes in, or cash requirements for, our working capital needs;
 - does not reflect the significant interest expenses, or the cash requirements necessary to service interest or principal payments, on our debt;
 - excludes income tax payments that represent a reduction in cash available to us; and
 - does not reflect any cash requirements for the assets being depreciated and amortized that may have to be replaced in the future.
- 2) Amounts represent preopening expense related to temporarily closed screens under renovation, theatre and other closure expense for the permanent closure of screens, including the related accretion of interest, disposition of assets

and other non-operating gains or losses included in operating expenses. We have excluded these items as they are non-cash in nature or are non-operating in nature.

- 3) Includes U.S. non-theatre distributions from equity method investments and International non-theatre distributions from equity method investments to the extent received. We believe including cash distributions is an appropriate reflection of the contribution of these investments to our operations.
- 4) Attributable EBITDA includes the EBITDA from equity investments in theatre operators in certain International markets. See below for a reconciliation of our equity in loss of non-consolidated entities to attributable EBITDA. Because these equity investments are in theatre operators in regions where we hold a significant market share, we believe attributable EBITDA is more indicative of the performance of these equity investments and management uses this measure to monitor and evaluate these equity investments. We also provide services to these theatre operators including information technology systems, certain on-screen advertising services and our gift card and package ticket program.

Reconciliation of Attributable EBITDA

(dollars in millions)

(Unaudited)

	Quarter Ended March 31,	
	2023	2022
Equity in (earnings) loss of non-consolidated entities	\$ (1.4)	\$ 5.1
Less:		
Equity in (earnings) loss of non-consolidated entities excluding International theatre joint ventures	(1.1)	0.3
Equity in earnings (loss) of International theatre joint ventures	0.3	(4.8)
Income tax benefit	(0.1)	—
Investment expense	0.1	—
Impairment of long-lived assets	—	4.2
Depreciation and amortization	0.2	0.8
Attributable EBITDA	\$ 0.5	\$ 0.2

- 5) Investment income during the quarter ended March 31, 2023 primarily includes deterioration in estimated fair value of our investment in common shares of Hycroft Mining Holding Corporation of \$2.3 million, deterioration in estimated value of our investment in warrants to purchase common shares of Hycroft Mining Holding Corporation of \$2.3 million, a \$(15.5) million gain on the sale of our investment in Saudi Cinema Company, LLC, and interest income of \$(2.3) million.

Investment income during the quarter ended March 31, 2022 included appreciation in estimated fair value of our investment in common shares of Hycroft Mining Holding Corporation of \$28.8 million and appreciation in estimated fair value of our investment in warrants to purchase common shares of Hycroft Mining Holding Corporation of \$35.1 million.

- 6) Other expense during the quarter ended March 31, 2023 includes a non-cash litigation contingency reserve charge of \$116.6 million, partially offset by foreign currency transaction gains of \$(8.7) million and gains debt extinguishment of \$(65.1) million.

Other expense during the quarter ended March 31, 2022 included a loss on debt extinguishment of \$135.0 million and foreign currency transaction losses of \$4.8 million.

- 7) Reflects amortization expense for certain intangible assets reclassified from depreciation and amortization to rent expense due to the adoption of ASC 842, Leases and deferred rent benefit related to the impairment of right-of-use operating lease assets.
- 8) Merger, acquisition and other costs are excluded as they are non-operating in nature.
- 9) Non-cash expense included in General and Administrative: Other.

Reconciliation of Operating Cash Burn (1) and Free Cash Flow (1)

(dollars in millions)

(unaudited)

	Quarter Ended March 31,	
	2023	2022
Net cash used in operating activities	\$ (189.9)	\$ (295.0)
Plus: total capital expenditures	(47.4)	(34.8)
Less: Cash interest paid	77.3	62.5
Non-recurring lease receipts (3)	(13.0)	—
Repayment of deferred lease amounts (2)	33.6	43.4
Operating cash burn (1)	<u>\$ (139.4)</u>	<u>\$ (223.9)</u>

	Quarter Ended March 31,	
	2023	2022
Net cash used in operating activities	\$ (189.9)	\$ (295.0)
Plus: total capital expenditures	(47.4)	(34.8)
Free cash flow (1)	<u>\$ (237.3)</u>	<u>\$ (329.8)</u>

Reconciliation of Capital Expenditures:

Capital expenditures

Growth capital expenditures (5)	\$ 14.0	\$ 9.5
Maintenance capital expenditures (4)	19.4	14.5
Change in construction payables (6)	14.0	10.8
Total capital expenditures	<u>\$ 47.4</u>	<u>\$ 34.8</u>

- 1) We present "Operating Cash Burn" and "Free Cash Flow" as supplemental measures of our liquidity. Free Cash Flow is an important financial measure for use in evaluating our liquidity, as it measures our ability to generate additional cash from our business operations. Free Cash Flow should be considered in addition to, rather than as a substitute for, net cash used in operating activities as a measure of our liquidity. Additionally, our definition of Operating Cash Burn is limited and does not represent residual cash flows available for discretionary expenditures due to the fact that the measure does not deduct the payments required for interest expense and the deferral or repayment of lease amounts that were due and not paid during the COVID-19 pandemic. Therefore, we believe it is important to view Operating Cash Burn and Free Cash Flow as supplemental to our entire statement of cash flows. The term Operating Cash Burn and Free Cash Flow may differ from similar measures reported by other companies.
- 2) Repayment of deferred lease amounts represent those lease amounts that were due and not paid during the COVID-19 pandemic. Their impact is excluded from operating cash burn to provide a more normalized cash rent payment stream.
- 3) Non-recurring lease receipts represent lease termination cash payments received during the three months ended March 31, 2023. Their impact is excluded from operating cash burn to provide a more normalized cash rent payment stream.
- 4) Maintenance capital expenditures are amounts required to keep our existing theatres in compliance with regulatory requirements and in a sustainable good operating condition, including expenditures for repair of HVAC, sight and sound systems, compliance with ADA requirements and technology upgrades of existing systems.
- 5) Growth capital expenditures are investments that enhance the guest experience and grow revenues and profits and include initiatives such as theatre remodels, acquisitions, newly built theatres, premium large formats, enhanced food and beverage offerings and service models and technology that enable efficiencies and additional revenue opportunities.
- 6) Change in construction payables are changes in amounts accrued for capital expenditures that fluctuate significantly from period to period based on the timing of actual payments.

Select Consolidated Constant Currency Financial Data (see Note 10):**Quarter Ended March 31, 2023**

(dollars in millions) (unaudited)

	Quarter Ended March 31, 2023		
	Constant Currency (10)		
	US	International	Total
Revenues			
Admissions	\$ 384.0	\$ 161.9	\$ 545.9
Food and beverage	258.5	75.7	334.2
Other theatre	62.0	31.9	93.9
Total revenues	704.5	269.5	974.0
Operating costs and expenses			
Film exhibition costs	188.5	62.1	250.6
Food and beverage costs	44.0	18.8	62.8
Operating expense	278.3	113.3	391.6
Rent	150.7	59.2	209.9
General and administrative:			
Merger, acquisition and other costs	0.2	—	0.2
Other	53.4	20.3	73.7
Depreciation and amortization	74.9	20.3	95.2
Operating costs and expenses	790.0	294.0	1,084.0
Operating loss	(85.5)	(24.5)	(110.0)
Other expense (income)	47.7	(9.2)	38.5
Interest expense	85.7	15.5	101.2
Equity in earnings of non-consolidated entities	(0.9)	(0.5)	(1.4)
Investment expense (income)	2.0	(15.5)	(13.5)
Total other expense (income), net	134.5	(9.7)	124.8
Loss before income taxes	(220.0)	(14.8)	(234.8)
Income tax provision	0.4	1.6	2.0
Net loss	\$ (220.4)	\$ (16.4)	\$ (236.8)
Attendance	32,362	15,259	47,621
Average Screens	7,513	2,485	9,998
Average Ticket Price	\$ 11.87	\$ 10.61	\$ 11.46
Food and Beverage Revenues per patron	\$ 7.99	\$ 4.96	\$ 7.02
Other Revenues per patron	\$ 1.92	\$ 2.09	\$ 1.97

Select Consolidated Constant Currency Financial Data (see Note 11):
Quarter Ended March 31, 2023

(dollars in millions) (unaudited)

	Quarter Ended March 31, 2023		
	Constant Currency (11)		
	US	International	Total
Revenues			
Admissions	\$ 384.0	\$ 161.7	\$ 545.7
Food and beverage	258.5	75.6	334.1
Other theatre	62.0	32.0	94.0
Total revenues	704.5	269.3	973.8
Operating costs and expenses			
Film exhibition costs	188.5	62.1	250.6
Food and beverage costs	44.0	18.8	62.8
Operating expense	278.3	112.9	391.2
Rent	150.7	59.1	209.8
General and administrative:			
Merger, acquisition and other costs	0.2	—	0.2
Other	53.4	20.2	73.6
Depreciation and amortization	74.9	20.2	95.1
Operating costs and expenses	790.0	293.3	1,083.3
Operating loss	(85.5)	(24.0)	(109.5)
Other expense (income)	47.7	(9.1)	38.6
Interest expense	85.7	15.5	101.2
Equity in earnings of non-consolidated entities	(0.9)	(0.5)	(1.4)
Investment expense (income)	2.0	(15.5)	(13.5)
Total other expense (income), net	134.5	(9.6)	124.9
Loss before income taxes	(220.0)	(14.4)	(234.4)
Income tax provision	0.4	1.6	2.0
Net loss	\$ (220.4)	\$ (16.0)	\$ (236.4)
Attendance	32,362	15,259	47,621
Average Screens	7,513	2,485	9,998
Average Ticket Price	\$ 11.87	\$ 10.60	\$ 11.46
Food and Beverage Revenues per patron	\$ 7.99	\$ 4.95	\$ 7.02
Other Revenues per patron	\$ 1.92	\$ 2.10	\$ 1.97

Reconciliation of Consolidated Constant Currency Adjusted EBITDA (see Note 10):**Quarter Ended March 31, 2023**

(dollars in millions) (unaudited)

	Quarter Ended March 31, 2023 Constant Currency (10)
Net loss	\$ (236.8)
Plus:	
Income tax provision	2.0
Interest expense	101.2
Depreciation and amortization	95.2
Certain operating expense (2)	1.0
Equity in (earnings) of non-consolidated entities	(1.4)
Cash distributions from non-consolidated entities (3)	—
Attributable EBITDA (4)	0.5
Investment income (5)	(13.5)
Other expense (6)	42.2
Other non-cash rent benefit (7)	(10.0)
General and administrative expense—unallocated:	
Merger, acquisition and other costs (8)	0.2
Stock-based compensation expense (9)	25.9
Adjusted EBITDA (1)	\$ 6.5
Adjusted EBITDA (in millions) (1)	
U.S. markets	\$ 10.9
International markets	(4.4)
Total Adjusted EBITDA (1)	\$ 6.5

- 1) We present Adjusted EBITDA as a supplemental measure of our performance. We define Adjusted EBITDA as net earnings (loss) plus (i) income tax provision (benefit), (ii) interest expense and (iii) depreciation and amortization, as further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance and to include attributable EBITDA from equity investments in theatre operations in International markets and any cash distributions of earnings from other equity method investees. These further adjustments are itemized above. You are encouraged to evaluate these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Adjusted EBITDA is a non-U.S. GAAP financial measure commonly used in our industry and should not be construed as an alternative to net earnings (loss) as an indicator of operating performance (as determined in accordance with U.S. GAAP). Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies. We have included Adjusted EBITDA because we believe it provides management and investors with additional information to measure our performance and estimate our value. The preceding definition of Adjusted EBITDA is broadly consistent with how Adjusted EBITDA is defined in our debt indentures.

Adjusted EBITDA has important limitations as analytical tools, and you should not consider it in isolation, or as a substitute for analysis of our results as reported under U.S. GAAP. For example, Adjusted EBITDA:

- does not reflect our capital expenditures, future requirements for capital expenditures or contractual commitments;
- does not reflect changes in, or cash requirements for, our working capital needs;
- does not reflect the significant interest expenses, or the cash requirements necessary to service interest or principal payments, on our debt;
- excludes income tax payments that represent a reduction in cash available to us; and

- does not reflect any cash requirements for the assets being depreciated and amortized that may have to be replaced in the future.
- 2) Amounts represent preopening expense related to temporarily closed screens under renovation, theatre and other closure expense for the permanent closure of screens, including the related accretion of interest, disposition of assets and other non-operating gains or losses included in operating expenses. We have excluded these items as they are non-cash in nature or are non-operating in nature.
 - 3) Includes U.S. non-theatre distributions from equity method investments and International non-theatre distributions from equity method investments to the extent received. We believe including cash distributions is an appropriate reflection of the contribution of these investments to our operations.
 - 4) Attributable EBITDA includes the EBITDA from equity investments in theatre operators in certain International markets. See below for a reconciliation of our equity in loss of non-consolidated entities to attributable EBITDA. Because these equity investments are in theatre operators in regions where we hold a significant market share, we believe attributable EBITDA is more indicative of the performance of these equity investments and management uses this measure to monitor and evaluate these equity investments. We also provide services to these theatre operators including information technology systems, certain on-screen advertising services and our gift card and package ticket program.

Reconciliation of Constant Currency Attributable EBITDA

(dollars in millions) (unaudited)

	Quarter Ended March 31, 2023 Constant Currency
Equity in (earnings) of non-consolidated entities	\$ (1.4)
Less:	
Equity in (earnings) of non-consolidated entities excluding international theatre joint ventures	(1.1)
Equity in earnings of International theatre joint ventures	0.3
Income tax benefit	(0.1)
Investment expense	0.1
Depreciation and amortization	0.2
Attributable EBITDA	\$ 0.5

- 5) Investment income during the quarter ended March 31, 2023 primarily includes deterioration in estimated fair value of our investment in common shares of Hycroft Mining Holding Corporation of \$2.3 million, deterioration in estimated fair value of our investment in warrants to purchase common shares of Hycroft Mining Holding Corporation of \$2.3 million, a \$(15.5) million gain on the sale of our investment in Saudi Cinema Company, LLC, and interest income of \$(2.3) million.
- 6) Other expense during the quarter ended March 31, 2023 included a non-cash litigation contingency reserve charge of \$116.6 million, partially offset by foreign currency transaction gains of \$(9.3) million and gains on debt extinguishment of \$(65.1) million.
- 7) Reflects amortization of certain intangible assets reclassified from depreciation and amortization to rent expense due to the adoption of ASC 842, Leases and deferred rent benefit related to the impairment of right-of-use operating lease assets.
- 8) Merger, acquisition and other costs are excluded as it is non-operating in nature.
- 9) Non-cash expense included in General and Administrative: Other.
- 10) The International segment information for the quarter ended March 31, 2023 has been adjusted for constant currency. Constant currency amounts, which are non-GAAP measurements were calculated using the average exchange rate for the corresponding period for 2022. We translate the results of our International operating segment from local

currencies into U.S. dollars using currency rates in effect at different points in time in accordance with U.S. GAAP. Significant changes in foreign exchange rates from one period to the next can result in meaningful variations in reported results. We are providing constant currency amounts for our International operating segment to present a period-to-period comparison of business performance that excludes the impact of foreign currency fluctuations.

- 11) The International segment information for the quarter ended March 31, 2023 has been adjusted for constant currency. Constant currency amounts, which are non-GAAP measurements were calculated using the average exchange rate for the corresponding period for 2019. We translate the results of our International operating segment from local currencies into U.S. dollars using currency rates in effect at different points in time in accordance with U.S. GAAP. Significant changes in foreign exchange rates from one period to the next can result in meaningful variations in reported results. We are providing constant currency amounts for our International operating segment to present a period-to-period comparison of business performance that excludes the impact of foreign currency fluctuations.

Reconciliation of Adjusted Net Loss and Adjusted Loss Per share:**Quarter Ended March 31, 2023 and March 31, 2022**

(dollars in millions, except share and per share data)

(unaudited)

	Quarter Ended	
	March 31 2023	March 31 2022
Numerator:		
Net loss attributable to AMC Entertainment Holdings, Inc.	\$ (235.5)	\$ (337.4)
Calculation of adjusted net loss for diluted loss per share:		
(Gain) Loss on extinguishment of debt	(65.1)	135.0
Loss (Gain) on investments	4.3	(63.9)
Non-cash shareholder litigation expense	116.6	—
Adjusted net loss for diluted loss per share	\$ (179.7)	\$ (266.3)
Denominator (shares in thousands):		
Weighted average shares for diluted loss per share	1,373,947	1,031,820
Adjusted diluted loss per share	\$ (0.13)	\$ (0.26)

We present adjusted net loss for diluted loss per share and adjusted diluted loss per share as supplemental measures of our performance. We have included these measures because we believe they provide management and investors with additional information that is helpful when evaluating our underlying performance and comparing our results on a year-over-year normalized basis. Adjusted net loss for diluted loss per share eliminates the impact of certain items that we do not consider indicative of our underlying operating performance. These adjustments are itemized above. Adjusted diluted loss per share is adjusted net loss for diluted purposes divided by weighted average diluted shares outstanding. Weighted average shares for diluted purposes include common equivalents for restricted stock units ("RSUs") and performance stock units ("PSUs"). The impact of RSUs and PSUs was anti-dilutive in each period. You are encouraged to evaluate the adjustments itemized above and the reasons we consider them appropriate for supplemental analysis. In evaluating adjusted net loss and adjusted net loss per share, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of adjusted net loss and adjusted diluted loss per share should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Adjusted net loss for diluted loss per share and adjusted diluted loss per share are non-U.S. GAAP financial measures and should not be construed as alternatives to net loss and net loss per share (basic and diluted) as indicators of operating performance (as determined in accordance with U.S. GAAP). Adjusted net loss for diluted loss per share and adjusted diluted loss per share may not be comparable to similarly titled measures reported by other companies.

###



EXHIBIT B

Anthony Rickey

From: [REDACTED]
Sent: Sunday, May 21, 2023 11:37 PM
To: Anthony Rickey
Cc: AMCDiscovery
Subject: Discovery record in *In re AMC Entertainment Holdings, Inc. Stockholder Litigation*, No. 2023-0215-MTZ
Attachments: Nebula Navigation.pdf
Importance: High
Follow Up Flag: Follow up
Flag Status: Completed
Categories: _Client Work

You have been granted access to the discovery record in *In re AMC Entertainment Holdings, Inc. Stockholder Litigation*, No. 2023-0215-MTZ (Del. Ch.) (the "Action"). To access the discovery record in the Action, you must sign in to the below database with your unique log-in credentials, which are provided below. Please be advised that you are not permitted to, and must not, share your log-in credentials with any other person.

The documents that you access on the database (on a "read-only" basis) are confidential and, thus, subject to: (1) the Revised Stipulation And Order For The Production And Exchange Of Confidential And Highly Confidential Information (the "Confidentiality Stipulation"); and (2) the Objector Agreement To Be Bound By Stipulation and Order For The Production And Exchange Of Confidential And Highly Confidential Information (the "Objector Agreement"). As a condition to your access to the database and the discovery record in the Action, you have agreed to be bound by the Confidentiality Stipulation and the Objector Agreement. These agreements specify the consequences of failure to abide by any of their terms. Accordingly, please familiarize yourself with the agreements before accessing the database.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Redacted

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DELL TECHNOLOGIES INC.) CONSOLIDATED
CLASS V STOCKHOLDERS) C.A. No. 2018-0816-JTL
LITIGATION)

ORDER REQUESTING ADDITIONAL INFORMATION

1. On December 22, 2022, the parties in this action entered into a Stipulation and Agreement of Settlement, Compromise, and Release. Dkt. 501 (the “Settlement”). The court has scheduled a settlement hearing for April 19, 2023.

2. On April 11, 2023, a group of non-party law professors (the “Law Professors”) moved for leave to participate as *amici curiae*. Dkt. 522. The court granted the motion. Dkt. 523.

3. Consistent with a recommendation in the Law Professors’ submission, each firm representing the plaintiffs will provide the following information:

- a. The number of fee agreements that the firm has negotiated *ex ante* with clients during the past five years.
- b. What percentage of the firm’s representations have *ex ante* fee agreements.
- c. The number of the firm’s *ex ante* fee agreements that provide for a flat percentage of the recovery regardless of its magnitude, along with a summary for *in camera* review of the percentages used (i) across all fee agreements of this type and (ii) in fee agreements of this type associated with mega-cases.

d. The number of the firm's *ex ante* fee agreements that provide for a percentage of recovery that increases as the magnitude of the recovery increases, along with a summary for *in camera* review of the breakpoints and associated percentages (i) across all fee agreements of this type and (ii) in fee agreements of this type associated with mega-cases.

e. The number of the firm's *ex ante* fee agreements that provide for a percentage of recovery that decreases as the magnitude of recovery decreases, along with a summary for *in camera* review of the breakpoints and associated percentages (i) across all fee agreements of this type and (ii) in fee agreements of this type associated with mega-cases.

f. An explanation of any salient characteristics associated with the firm's *ex ante* fee agreements, such as:

- i. Are there particular firm clients or types of clients who use them?
- ii. Are there particular types of cases when the firm uses *ex ante* agreements?
- iii. Does the firm's use of *ex ante* fee agreements vary with the size of the client's stake?
- iv. Does the magnitude of the expected recovery affect the firm's use of an *ex ante* agreement?

4. Consistent with a recommendation in the Law Professors' submission, Plaintiffs' Counsel will identify whether there are any counsel who have not appeared in the case who will receive a fee from the Settlement. If there are, Plaintiffs' Counsel will (i) identify the firm, (ii) identify the share of the fee that the firm will receive, (iii) explain

how the firm's share is being determined, and (iv) explain why the firm is receiving a share of the fee

5. Plaintiffs' Counsel will file a submission providing this information on or before April 17, 2023



Vice Chancellor Laster
April 12, 2023

EXHIBIT D

Exhibit D:
Analysis of Litigation by Anthony Franchi (Prepared By Counsel)

Federal Cases

	Case Name	Date Filed	Purchases	Value	Date Closed	Outcome
1	<i>Franchi v. Arc Logistics Partners LP</i> , 1:17-cv-07602 (S.D.N.Y.)	10/4/2017	75	\$ 892.50	12/13/2017	Voluntary dismissal
2	<i>Franchi v. Cempra, Inc.</i> , 1:17-cv-00898 (M.D.N.C.)	10/6/2017	60	\$ 192.00	2/13/2018	Voluntary Dismissal
3	<i>Franchi v. Numerex Corp.</i> , 1:17-cv-03957 (N.D. Ga.)	10/9/2017	80	\$ 371.20	12/21/2017	Voluntary Dismissal
4	<i>Franchi v. Hawaiian Telcom Holdco, Inc.</i> , 1:17-cv-00519 (D. Haw.)	10/13/2017	85	\$ 1,850.45	11/27/2017	Voluntary Dismissal
5	<i>Franchi v. Bob Evans Farms, Inc.</i> , 2:17-cv-00961 (S.D. Ohio)	10/31/2017	50	\$ 2,581.50	2/9/2017	Voluntary Dismissal
6	<i>Franchi v. Ocera Therapeutics, Inc.</i> , 3:17-cv-06636 (N.D. Cal)	11/17/2017	110	\$ 169.40	5/4/2018	Voluntary Dismissal
7	<i>Franchi v. Broadsoft, Inc.</i> , 8:17-cv-03488 (D. MD.)	11/22/2017	N/A	N/A	6/19/2018	Voluntary Dismissal
8	<i>Franchi v. Paragon Commercial Corp.</i> , 5:17-cv-00591 (E.D.N.C.)	11/30/2017	40	\$1,872.80	1/16/2018	Voluntary Dismissal
9	<i>Franchi v. Yume, Inc.</i> , 1:18-cv-00075 (D. Del.)	1/9/2018	35	\$ 149.45	3/22/2018	Voluntary Dismissal
10	<i>Franchi v. Ignitya, Inc.</i> , 3:18-cv-00131 (S.D. Cal.)	1/19/2018	10	\$ 153.40	8/9/2018	Voluntary Dismissal

11	<i>Franchi v. Southcross En.Parts. LP</i> , 3:18-cv-00179 (N.D. Tex.)	1/24/2018	10	\$ 19.60	5/18/2018	Voluntary Dismissal
12	<i>Franchi v. Stone Energy Corp.</i> , 6:18-cv-00167 (W.D. La.)	2/8/2018	5	\$ 151.45	6/25/2018	Dismissed (failure of service)
13	<i>Franchi v. Callidus Software Inc.</i> , 3:18-cv-01443 (N.D. Cal.)	3/6/2018	20	\$ 583.00	5/31/2018	Voluntary Dismissal
14	<i>Franchi v. Nustar GP Holdings, LLC</i> , 1:18-cv-00592 (D. Del.)	4/19/2018	15	\$ 258.75	9/19/2018	Voluntary Dismissal
15	<i>Franchi v. Nationstar Mort. Holdings Inc.</i> , 3:18-cv-01170 (N.D. Tex.)	5/8/2018	12	\$ 211.80	8/7/2018	Voluntary Dismissal
16	<i>Franchi v. MTGE Inv. Corp.</i> , 8:18-cv-01563 (D. Mary.)	5/30/2018	8	\$ 139.60	8/24/2018	Voluntary Dismissal
17	<i>Franchi v. Orbotech Ltd.</i> , 1:18-cv-00839 (D. Del.)	6/4/2018	12	\$ 614.76	6/19/2018	Voluntary Dismissal
18	<i>Franchi v. Gramercy Prop. Trust</i> , 1:18-cv-01842 (D. Mary.)	6/20/2018	100	\$ 2,143.00	9/19/2018	Voluntary Dismissal
19	<i>Franchi v. En. XXI Gulf Coast, Inc.</i> , 1:18-cv-01203 (D. Del.)	8/7/2018	2	\$ 15.95	9/19/2018	Voluntary Dismissal
20	<i>Franchi v. K2m Grp. Holdings, Inc.</i> , 1:18-cv-01568 (D. Del.)	10/11/2018	25	\$ 497.00	10/23/2018	Voluntary Dismissal
21	<i>Franchi v. Sonic Corp.</i> , 1:18-cv-01724 (D. Del.)	11/1/2018	25	\$ 939.35	12/11/2018	Voluntary Dismissal
22	<i>Franchi v. Jetpay Corp.</i> , 1:18-cv-01791 (D. Del.)	11/13/2018	55	\$ 115.50	1/29/2019	Voluntary Dismissal
23	<i>Franchi v. Travelport Worldwide Ltd.</i> , 1:19-cv-01802 (S.D.N.Y.)	2/26/2019	21	\$ 307.76	6/5/2019	Voluntary Dismissal

24	<i>Franchi v. Smart & Final Stores, Inc.</i> , 1:19-cv-00940 (D. Del.)	5/20/2019	100	\$ 586.50	12/16/2019	Voluntary Dismissal
25	<i>In Re Turquoise Hill Resources Ltd. Secs. Litig.</i> , 1:20-cv-08585 (S.D.N.Y.)	10/14/2020	100	\$ 167.67	Ongoing (Franchi not lead plaintiff)	Ongoing
26	<i>Franchi v. Genmark Diags., Inc.</i> , 1:21-cv-00496 (D. Del.) ¹	4/5/2021	N/A	N/A	5/5/2021	Voluntary Dismissal
27	<i>Franchi v. Blachford</i> , 1:21-cv-06544 (E.D.N.Y.), <i>consol. into In Re Peloton Interactive, Inc. Deriv. Litig.</i> , 1:21-cv-02862 (E.D.N.Y.)	11/22/2021	N/A	N/A	N/A	Ongoing

Delaware Court of Chancery Cases

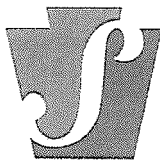
1. *In re Carvana Co. S'holders Litig.*, C.A. No 202-0415-KSJM.
2. *Franchi v. Carvana Co.*, 2020-0676-AGB.
3. *Franchi v. Barabe*, 2020-0648-KSJM.
4. *In re MultiPlan Corp. S'holder Litig.*, 2021-0300-LWW.
5. *Franchi v. Streamline Health Sols., Inc.*, 2021-0713-KSJM.

¹ Merger challenge not filed as class action.

6. *Franchi v. CM Life Sciences III Inc.*, C.A. No. 2021-0841-KSJM.
7. *Franchi v. dMY Tech. Grp., Inc. IV*, C.A. No. 2021-0841-KSJM.
8. *Franchi v. Kornberg*, C.A. No. 2021-0919-JRS.
9. *Franchi v. Goudet*, C.A. No. 2021-1057-MTZ.
10. *Eschbach v. Golden Nugget Online Gaming, Inc.*, C.A. 2021-1113-JTL²
(consol. into *In re Golden Nugget Online Gaming, Inc. S'holders Litig.*, C.A. No. 2022-0797-JTL).
11. *Franchi v. Isoray, Inc.*, C.A. 2022-1011-PAF.
12. *Franchi v. Steinberg*, C.A. 2023-0486-JTL.

² Franchi is co-plaintiff.

EXHIBIT E



Pennsylvania Department of State

Bureau of Campaign Finance & Civic Engagement

210 North Office Building, Harrisburg, PA 17120 • 717.787.5280 (Option 4)

www.dos.pa.gov/campaignfinance • ra-stcampaignfinance@pa.gov

Unsworn Declaration in Lieu of Sworn Statement for Campaign Finance Reports

Note: Per Act 2020-15, which was signed into law on April 20, 2020 and allows for unsworn declarations, Campaign Finance Reports (form DSEB-502), Campaign Finance Statements in lieu of full reports (form DSEB-503), Non-Bid Contract Reporting Form (DSEB-504) and Independent Expenditure Reports (form DSEB-505) need not be notarized. Instead, the filer may file with each report or statement the corresponding version of this form signed by the required individual(s). **This particular form is to be used only for Campaign Finance Reports.** This form must be signed by hand where a signature is required.

Name of Filing Committee, Candidate, or Lobbyist				
Friends of John Weinstein				
Reporting Cycle Name				
<input type="checkbox"/> Cycle 1 6 th Tuesday Pre-Primary	<input type="checkbox"/> Cycle 2 2 nd Friday Pre-Primary	<input type="checkbox"/> Cycle 3 30 Day Post Primary	<input type="checkbox"/> Cycle 4 6 th Tuesday Pre-Election	<input type="checkbox"/> Cycle 5 2 nd Friday Pre-Election
<input type="checkbox"/> Cycle 6 30 Day Post-Election	<input checked="" type="checkbox"/> Cycle 7 Annual Report	<input type="checkbox"/> Cycle 8 2 nd Friday Pre-Special Election	<input type="checkbox"/> Cycle 9 30 Day Post-Special Election	

Part I - If this form is submitted with a Committee report, the treasurer must sign here. If this form is submitted with a Candidate report, the candidate must sign here. If this report is submitted with a report by a contributing lobbyist, the lobbyist must sign here.

I declare under penalty of perjury under the law of the Commonwealth of Pennsylvania that the accompanying Campaign Finance Report is true and correct.

Signature of Treasurer, Candidate, or Lobbyist

Thomas Bradley

01/02/2023

Date (DD/MM/YYYY)

Printed Name

Location (City/State/Country)



Pennsylvania Department of State

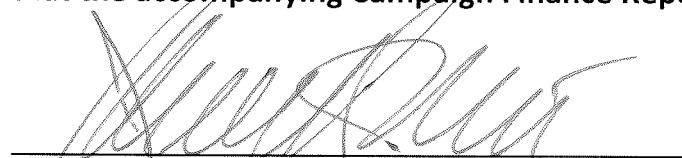
Bureau of Campaign Finance & Civic Engagement

500 North Office Building, Harrisburg, PA 17120 • 717.787.5280 (Option 4)

www.dos.pa.gov/campaignfinance • ra-stcampaignfinance@pa.gov

Part II - If this form is submitted with a report by a Candidate's Authorized Committee, the candidate must sign here.

I declare under penalty of perjury under the law of the Commonwealth of Pennsylvania that the accompanying Campaign Finance Report is true and correct.



Signature of Treasurer, Candidate, or Lobbyist
John K. Weinstein

Printed Name

02/01/2023

Date (MM/DD/YYYY)

Pittsburgh, PA, USA

Location (City/State/Country)

ALLEGANY COUNTY
ELECTIONS DIVISION
2023 FEB -2 PM 4:20

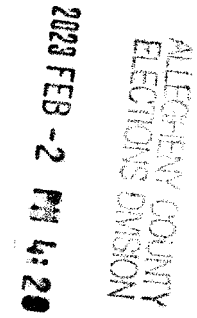
Commonwealth of Pennsylvania - Campaign Finance Report

(Note: This report must be clear and legible. It should be typed)

Filer Identification Number	20140199	Report Filed By (Mark X)	<input type="checkbox"/>	Candidate	<input type="checkbox"/>	Committee	<input checked="" type="checkbox"/>	Lobbyist	<input type="checkbox"/>
Name of Filing Committee, Candidate or Lobbyist		FRIENDS OF JOHN WEINSTEIN							
Street Address		395 LUANN DRIVE							
City	KENNEDY TOWNSHIP	State	PA	Zip Code	15136				

Type of Report (Place x under report type)

1- 6th Tuesday Pre-Primary	2- 2nd Friday Pre-Primary	3- 30 Day Post Primary	4- 6th Tuesday Pre- Election	5- 2nd Friday Pre- Election	6- 30 Day Post Election	7- Annual	Special 2nd Friday Pre-Election	Special 30 Day Post-Election
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Of Election (MM/DD/YYYY)			Year		Amendment Report	<input checked="" type="checkbox"/>	Termination Report	<input type="checkbox"/>

Summary of Receipts and Expenditures	From Date	To Date	For Office Use Only
	01/01/2022	12/31/2022	
A. Amount Brought Forward From Last Report	\$	128,031.18	
B. Total Monetary Contributions and Receipts (From Schedule I)	\$	416,250.00	
C. Total Funds Available (Sum of Lines A and B)	\$	544,281.18	
D. Total Expenditures (From Schedule III)	\$	63,175.24	
E. Ending Cash Balance (Subtract Line D from Line C)	\$	481,105.94	
F. Value of In-Kind Contributions Received (From Schedule II)	\$	0.00	
G. Unpaid Debts and Obligations (From Schedule IV)	\$	0.00	

Affidavit Section

Part I- If this is a **Committee** report, treasurer sign here. If this is a **Candidate** report, candidate sign here.

I swear (or affirm) that this report, including the attached schedules on paper, is to the best of my knowledge and belief true, correct and complete.

Sworn to and subscribed before me this

_____ day of _____ 20____

Signature

My Commission expires _____
MO. DAY YR.

Signature of Person Submitting report
THOMAS BRADLEY

Printed Name

(412) _____
Area Code Daytime Telephone Number

Part II- If this is a report of a **Candidate's Authorized Committee**, candidate shall sign here.

I swear (or affirm) that to the best of my knowledge and belief this political committee has not violated any provisions of the Act of June 3, 1937 (P.L. 1333, NO.320) as amended.

Sworn to and subscribed before me this

_____ day of _____ 20____

Signature

My Commission expires _____
MO. DAY YR.

Signature of Candidate

JOHN K. WEINSTEIN

Printed Name

(412) _____
Area Code Daytime Telephone Number

SCHEDULE I
Contributions and Receipts
Detailed Summary Page

Filer Identification Number	20140199		
------------------------------------	----------	--	--

1. Unitemized Contributions and Receipts-\$50.00 or Less per Contributor			
Total for the reporting period	(1)	\$	0.00

2. Contributions of \$50.01 to \$250.00 (From Part A and Part B)			
Contributions Received from Political Committees (Part A)		\$	0.00
All Other Contributions (Part B)		\$	250.00
Total for the reporting period	(2)	\$	250.00

3. Contributions Over \$250.00 (From Part C and Part D)			
Contributions Received from Political Committees (Part C)		\$	201,000.00
All Other Contributions (Part D)		\$	215,000.00
Total for the reporting period	(3)	\$	416,000.00

4. Other Receipts-Refunds, Interest Earned, Returned Checks, ETC. (From Part E)			
Total for the reporting period	(4)	\$	0.00
Total Monetary Contributions and Receipts during this reporting period <i>(Add and enter amount totals from Boxes 1, 2, 3 and 4; also enter this amount on Page 1, Report Cover Page, Item B)</i>		\$	416,250.00

PART A

Contributions Received From Political Committees

\$50.01 TO \$250.00

Use this Part to itemize only contributions received from Political Committees
with an aggregate value from \$50.01 TO \$250.00 in the reporting period.

Filer Identification Number		20140199									
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										Amount	
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		
Full Name of Contributing Committee								Date [MM/DD/YYYY]	\$		
House #		Street Address						Date [MM/DD/YYYY]	\$		
City				State		Zip Code		Date [MM/DD/YYYY]	\$		

PART B

All Other Contributions

\$50.01 TO \$250

Use this Part to itemize all other contributions with an aggregate value from
\$50.01 TO \$250 in the reporting period.

(Exclude contributions from political committees reported in Part A.)

Filer Identification Number:	20140199
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Full Name of Contributor		Robin Bernstein				Date [MM/DD/YYYY]	\$	250.00
						12/20/2022		
House #	6615	Street Address		Kinsman Road		Date [MM/DD/YYYY]	\$	
City	Pittsburgh	State	PA	Zip Code	15217	Date [MM/DD/YYYY]	\$	
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	

PART C

Contributions Received From Political Committees

Over \$250.00

Use this Part to itemize only contributions received from Political Committees
with an aggregate value over \$250.00 in the reporting period.

Filer Identification Number:		20140199					
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Full Name of Contributing Committee		STEAMFITTERS LOCAL UNION 449				Date [MM/DD/YYYY]	\$	5,000.00
						01/03/2022		
House #	232	Street Address		WISE ROAD, SUITE 200		Date [MM/DD/YYYY]	\$	5,000.00
						11/04/2022		
City	HARMONY	State	PA	Zip Code	15037	Date [MM/DD/YYYY]	\$	102,000.00
						12/28/2022		
Full Name of Contributing Committee		LABORERS DISTRICT COUNCIL OF WESTERN PENNSYLVANIA				Date [MM/DD/YYYY]	\$	10,000.00
						10/14/2022		
House #	12	Street Address		EIGHTH STREET, SIXTH FLOOR		Date [MM/DD/YYYY]	\$	50,000.00
						12/01/2022		
City	PITTSBURGH	State	PA	Zip Code	15222	Date [MM/DD/YYYY]	\$	
Full Name of Contributing Committee		COMMITTEE TO ELECT DAVE MAYERNIK				Date [MM/DD/YYYY]	\$	2,000.00
						12/03/2022		
House #	929	Street Address		CENTER AVENUE		Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15229	Date [MM/DD/YYYY]	\$	
Full Name of Contributing Committee		REGIONAL LEADERS				Date [MM/DD/YYYY]	\$	2,000.00
						12/05/2022		
House #	124	Street Address		BEAVER CREEK COURT		Date [MM/DD/YYYY]	\$	
City	SEWICKLEY	State	PA	Zip Code	15143	Date [MM/DD/YYYY]	\$	
Full Name of Contributing Committee		TC PAC				Date [MM/DD/YYYY]	\$	10,000.00
						12/08/2022		
House #		Street Address		PO BOX 6774		Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15212	Date [MM/DD/YYYY]	\$	
Full Name of Contributing Committee		SEAN LOGAN FOR STATE SENATE				Date [MM/DD/YYYY]	\$	10,000.00
						12/21/2022		
House #		Street Address		PO BOX 935		Date [MM/DD/YYYY]	\$	
City	MONROEVILLE	State	PA	Zip Code	15146	Date [MM/DD/YYYY]	\$	

PART C

Contributions Received From Political Committees

Over \$250.00

Use this Part to itemize only contributions received from Political Committees
with an aggregate value over \$250.00 in the reporting period.

Filer Identification Number:		20140199									
------------------------------	--	----------	--	--	--	--	--	--	--	--	--

Full Name of Contributing Committee		FRANK, GALE, BAILS, MURCKO & POCRASS STATE PAC					Date [MM/DD/YYYY]	\$	5,000.00
							12/27/2022		
House #	707	Street Address		GRANT STREET, SUITE 3300			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH			State	PA	Zip Code	15219	Date [MM/DD/YYYY]	\$
Full Name of Contributing Committee							Date [MM/DD/YYYY]	\$	
House #		Street Address					Date [MM/DD/YYYY]	\$	
City				State		Zip Code		Date [MM/DD/YYYY]	\$
Full Name of Contributing Committee							Date [MM/DD/YYYY]	\$	
House #		Street Address					Date [MM/DD/YYYY]	\$	
City				State		Zip Code		Date [MM/DD/YYYY]	\$
Full Name of Contributing Committee							Date [MM/DD/YYYY]	\$	
House #		Street Address					Date [MM/DD/YYYY]	\$	
City				State		Zip Code		Date [MM/DD/YYYY]	\$
Full Name of Contributing Committee							Date [MM/DD/YYYY]	\$	
House #		Street Address					Date [MM/DD/YYYY]	\$	
City				State		Zip Code		Date [MM/DD/YYYY]	\$
Full Name of Contributing Committee							Date [MM/DD/YYYY]	\$	
House #		Street Address					Date [MM/DD/YYYY]	\$	
City				State		Zip Code		Date [MM/DD/YYYY]	\$

PART D
All Other Contributions

Over \$250.00

Use this Part to itemize all other contributions with an aggregate value over \$250.00 in the reporting period.
(Exclude contributions from political committees reported in Part C)

Filer Identification Number:	20140199
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Full Name of Contributor		MERRIL STABILE				Date [MM/DD/YYYY]	\$	10,000.00
						12/08/2022		
House #	501	Street Address	MARTINDALE STREET			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15212	Date [MM/DD/YYYY]	\$	
Employer Name		ALCO PARKING				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		2349 RAILROAD STREET, PITTSBURGH, PA 15222						
Full Name of Contributor		WILLIAM LIEBERMAN				Date [MM/DD/YYYY]	\$	10,000.00
						12/09/2022		
House #	5000	Street Address	FIFTH AVENUE, UNIT 104			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15232	Date [MM/DD/YYYY]	\$	
Employer Name		LIEBERMAN COMPANIES				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		HEINZ 57 CENTER SUITE 720, 339 SIXTH AVENUE, PITTSBURGH, PA 15222						
Full Name of Contributor		JOHN VERBANAC				Date [MM/DD/YYYY]	\$	10,000.00
						12/10/2022		
House #		Street Address	PO BOX 4084			Date [MM/DD/YYYY]	\$	
City	HIDDEN VALLEY	State	PA	Zip Code	15502	Date [MM/DD/YYYY]	\$	
Employer Name		SUMMA DEVELOPMENT				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		603 STANWIX STREET, TWO GATEWAY CENTER SUITE 2075, PITTSBURGH, PA 15222						
Full Name of Contributor		IRA GUMBERG				Date [MM/DD/YYYY]	\$	10,000.00
						12/14/2022		
House #	5222	Street Address	WILKINS HEIGHTS ROAD			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15217	Date [MM/DD/YYYY]	\$	
Employer Name		J.J. GUMBERG CO.				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		1051 BRINTON ROAD, PITTSBURGH, PA 15221						

PART D
All Other Contributions

Over \$250.00

Use this Part to itemize all other contributions with an aggregate value over \$250.00 in the reporting period.
(Exclude contributions from political committees reported in Part C)

Filer Identification Number:	20140199
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Full Name of Contributor		NICHOLAS VARISCHETTI				Date [MM/DD/YYYY]	\$	10,000.00
						12/18/2022		
House #	1198	Street Address	HEWITT STREET			Date [MM/DD/YYYY]	\$	
City	BROCKWAY	State	PA	Zip Code	15824	Date [MM/DD/YYYY]	\$	
Employer Name		ALLEGHENY STRATEGY PARTNERS				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		1308 MAIN STREET, BROCKWAY, PA 15824						
Full Name of Contributor		R.J. LEWIS				Date [MM/DD/YYYY]	\$	25,000.00
						12/20/2022		
House #	1344	Street Address	FIFTH AVENUE			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15219	Date [MM/DD/YYYY]	\$	
Employer Name		ORBITAL ENGINEERING				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		1344 FIFTH AVENUE, PITTSBURGH, PA 15219						
Full Name of Contributor		JAMES SCALO				Date [MM/DD/YYYY]	\$	10,000.00
						12/22/2022		
House #	105	Street Address	FAIRWAY LANE			Date [MM/DD/YYYY]	\$	
City	PITTSBURGH	State	PA	Zip Code	15238	Date [MM/DD/YYYY]	\$	
Employer Name		BURNS SCALO REAL ESTATE				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		965 GREENTREE ROAD #400, PITTSBURGH, PA 15220						
Full Name of Contributor		PATRICK GALLAGHER				Date [MM/DD/YYYY]	\$	20,000.00
						12/24/2022		
House #	19	Street Address	OAK KNOLL			Date [MM/DD/YYYY]	\$	5,000.00
						12/28/2022		
City	SEWICKLEY HEIGHTS	State	PA	Zip Code	15143	Date [MM/DD/YYYY]	\$	
Employer Name		PGT TRUCKING				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		4200 INDUSTRIAL BOULEVARD, ALIQUIPPA, PA 15001						

PART D

All Other Contributions

Over \$250.00

Use this Part to itemize all other contributions with an aggregate value over \$250.00 in the reporting period.
(Exclude contributions from political committees reported in Part C)

Filer Identification Number:	20140199
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Full Name of Contributor		DEEM GUYS, LLC				Date [MM/DD/YYYY]	\$	5,000.00
						12/29/2022		
House #		Street Address	PO BOX 853			Date [MM/DD/YYYY]	\$	
City	LATROBE	State	PA	Zip Code	15650	Date [MM/DD/YYYY]	\$	
Employer Name		DEEM GUYS, LLC				Occupation		
Employer Mailing Address / Principal Place of Business		PO BOX 853, LATROBE, PA 15650						
Full Name of Contributor		CHARLES HAMMEL				Date [MM/DD/YYYY]	\$	100,000.00
						12/30/2022		
House #	609	Street Address	ACADEMY AVENUE			Date [MM/DD/YYYY]	\$	
City	SEWICKLEY	State	PA	Zip Code	15143	Date [MM/DD/YYYY]	\$	
Employer Name		PITT OHIO				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		15 27th STRET, PITTSBURGH, PA 15222						
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Employer Name						Occupation		
Employer Mailing Address / Principal Place of Business								
Full Name of Contributor						Date [MM/DD/YYYY]	\$	
House #		Street Address				Date [MM/DD/YYYY]	\$	
City		State		Zip Code		Date [MM/DD/YYYY]	\$	
Employer Name		J.J. GUMBERG CO.				Occupation	EXECUTIVE	
Employer Mailing Address / Principal Place of Business		1051 BRINTON ROAD, PITTSBURGH, PA 15221						

PART E

Other Receipts

REFUNDS, INTEREST INCOME, RETURNED CHECKS, ETC.

Use this Part to report refunds received, interest earned, returned checks and prior expenditures that were returned to the filer.

Filer Identification Number:	20140199
------------------------------	----------

Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											
Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											
Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											
Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											
Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											
Full Name											
House #		Street Address									
City					State		Zip Code		Date [MM/DD/YYYY]	\$	
Receipt Description											

SCHEDULE II

IN-KIND CONTRIBUTIONS AND VALUABLE THINGS RECEIVED

USE THIS SCHEDULE TO REPORT ALL IN-KIND CONTRIBUTIONS OF VALUABLE THINGS DURING THE REPORTING PERIOD

DETAILED SUMMARY PAGE

Filer Identification Number:	20140199
------------------------------	----------

1. UNITEMIZED IN-KIND CONTRIBUTIONS RECEIVED-VALUE OF \$50.00 OR LESS PER CONTRIBUTOR		
TOTAL for the reporting period	(1)	\$ 0.00

2. IN-KIND CONTRIBUTIONS RECEIVED-VALUE OF \$50.01 TO \$250.00 (FROM PART F)		
TOTAL for the reporting period	(2)	\$ 0.00

3. IN-KIND CONTRIBUTION RECEIVED-VALUE OVER \$250.00 (FROM PART G)		
TOTAL for the reporting period	(3)	\$ 0.00

TOTAL VALUE OF IN-KIND CONTRIBUTIONS DURING THIS REPORTING PERIOD (Add and enter amount totals from boxes 1, 2, and 3; also enter on Page 1, Report Cover Page, Item F)		\$ 0.00
---	--	---------

SCHEDULE II

PART F

In-Kind Contributions Received

VALUE OF \$50.01 TO \$250

Filer Identification Number:	20140199
-------------------------------------	----------

Full Name of Contributor				Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]	\$		
City			State		Zip Code		\$	
Description of Contribution								

Full Name of Contributor				Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]	\$		
City			State		Zip Code		\$	
Description of Contribution								

Full Name of Contributor				Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]	\$		
City			State		Zip Code		\$	
Description of Contribution								

Full Name of Contributor				Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]	\$		
City			State		Zip Code		\$	
Description of Contribution								

SCHEDULE II

Part G

In-Kind Contributions Received

VALUE OVER \$250

Filer Identification Number:	20140199
-------------------------------------	----------

Full Name of Contributor					Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]		\$		
City			State		Zip Code	Date [MM/DD/YYYY]		\$	
Employer Name					Occupation				
Employer Mailing Address / Principal Place of Business					Description of Contribution				
Full Name of Contributor					Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]		\$		
City			State		Zip Code	Date [MM/DD/YYYY]		\$	
Employer Name					Occupation				
Employer Mailing Address / Principal Place of Business					Description of Contribution				
Full Name of Contributor					Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]		\$		
City			State		Zip Code	Date [MM/DD/YYYY]		\$	
Employer Name					Occupation				
Employer Mailing Address / Principal Place of Business					Description of Contribution				
Full Name of Contributor					Date [MM/DD/YYYY]		\$		
House #		Street Address			Date [MM/DD/YYYY]		\$		
City			State		Zip Code	Date [MM/DD/YYYY]		\$	
Employer Name					Occupation				
Employer Mailing Address / Principal Place of Business					Description of Contribution				

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	195.70
		01/05/2022		
House #		Street Address	PO BOX 6416	Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code 60197
				PHONE SERVICE
To Whom Paid	DANA ANN SLIZIK	Date [MM/DD/YYYY]	\$	3,000.00
		01/07/2022		
House #	1319	Street Address	MEADOWLARK DRIVE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15243
				CONSULTING SERVICES
To Whom Paid	ATRIA'S RESTAURANT	Date [MM/DD/YYYY]	\$	98.49
		01/07/2022		
House #	1374	Street Address	FREEPORT ROAD	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15238
				CAMPAIGN MEAL
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		01/10/2022		
House #	1990	Street Address	E. GRAND AVENUE	Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code 90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	SULLIVAN'S STEAKHOUSE	Date [MM/DD/YYYY]	\$	47.44
		01/13/2022		
House #	600	Street Address	GRANT STREET, LOWER LOBBY	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15219
				CAMPAIGN MEAL
To Whom Paid	NAPOLI ITALIAN	Date [MM/DD/YYYY]	\$	86.23
		01/14/2022		
House #	1273	Street Address	WASHINGTON PIKE	Description of Expenditure
City	BRIDGEVILLE	State	PA	Zip Code 15017
				CAMPAIGN MEAL
To Whom Paid	IPROMOTEU	Date [MM/DD/YYYY]	\$	3,482.87
		01/14/2022		
House #	321	Street Address	COMMONWEALTH ROAD, SUITE 101	Description of Expenditure
City	WAYLAND	State	MA	Zip Code 01778
				PROMOTIONAL MAGNIFYING GLASS CARDS
To Whom Paid	SCOGGIO GREENTREE	Date [MM/DD/YYYY]	\$	200.72
		01/18/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15220
				CAMPAIGN MEAL

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		RICO'S RESTAURANT			Date [MM/DD/YYYY]		\$	51.50
					01/21/2022			
House #	1	Street Address	RICO LANE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15237	CAMPAIGN MEAL		
To Whom Paid		PITTSBURGH PARKING AUTHORITY			Date [MM/DD/YYYY]		\$	10.00
					01/26/2022			
House #	232	Street Address	BOULEVARD OF THE ALLIES			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING		
To Whom Paid		SCOGGIO GREENTREE			Date [MM/DD/YYYY]		\$	77.78
					01/31/2022			
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15220	CAMPAIGN MEAL		
To Whom Paid		GODADDY.COM			Date [MM/DD/YYYY]		\$	29.16
					01/31/2022			
House #	14455	Street Address	NORTH HAYDEN ROAD, SUITE 226			Description of Expenditure		
City	SCOTTSDALE	State	AZ	Zip Code	85260	WEB SERVICES		
To Whom Paid		EAT 'N PARK			Date [MM/DD/YYYY]		\$	51.84
					01/31/2022			
House #	1250	Street Address	BANKSVILLE ROAD			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15216	CAMPAIGN MEAL		
To Whom Paid		AT&T			Date [MM/DD/YYYY]		\$	231.70
					02/07/2022			
House #		Street Address	PO BOX 6416			Description of Expenditure		
City	CAROL STREAM	State	IL	Zip Code	60197	PHONE SERVICE		
To Whom Paid		AMEL'S RESTAURANT			Date [MM/DD/YYYY]		\$	169.75
					02/07/2022			
House #	435	Street Address	MCNEILLY ROAD			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15226	CAMPAIGN MEAL		
To Whom Paid		STAMPS.COM			Date [MM/DD/YYYY]		\$	19.25
					02/08/2022			
House #	1990	Street Address	E. GRAND AVENUE			Description of Expenditure		
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE		

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		EAT 'N PARK				Date [MM/DD/YYYY]		\$	42.83
						02/09/2022			
House #	1250	Street Address		BANKSVILLE ROAD		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15216	CAMPAIGN MEAL			
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]		\$	6.00
						02/09/2022			
House #	232	Street Address				Description of Expenditure			
City		State		Zip Code		PARKING			
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]		\$	6.00
						02/10/2022			
House #	232	Street Address		BOULEVARD OF THE ALLIES		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING			
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]		\$	3.00
						02/10/2022			
House #	232	Street Address		BOULEVARD OF THE ALLIES		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING			
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]		\$	2.00
						02/11/2022			
House #	232	Street Address		BOULEVARD OF THE ALLIES		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING			
To Whom Paid		MOONLITE CAFE				Date [MM/DD/YYYY]		\$	43.87
						02/14/2022			
House #	540	Street Address		BROOKLINE BOULEVARD		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15226	CAMPAIGN MEAL			
To Whom Paid		SCOGGIO GREENTREE				Date [MM/DD/YYYY]		\$	146.78
						02/14/2022			
House #	661	Street Address		ANDERSEN DRIVE, BUILDING 7		Description of Expenditure			
City	PITTSBURGH	State	PA	Zip Code	15220				
To Whom Paid		TILLIE'S RESTAURANT				Date [MM/DD/YYYY]		\$	134.99
						02/14/2022			
House #	308	Street Address		36th STREET		Description of Expenditure			
City	MCKEESPORT	State	PA	Zip Code	15132	CAMPAIGN MEAN			

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	BENEDUM CENTER	Date [MM/DD/YYYY]	\$	467.00
		02/15/2022		
House #	237	Street Address	7th STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15222
				DOOR PRIZES
To Whom Paid	SULLIVAN'S STEAKHOUSE	Date [MM/DD/YYYY]	\$	61.75
		02/15/2022		
House #	600	Street Address	GRANT STREET, LOWER LOBBY	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15219
				CAMPAIGN MEAL
To Whom Paid	WALNUT GRILL	Date [MM/DD/YYYY]	\$	95.40
		02/23/2022		
House #	1595	Street Address	WASHINGTON PIKE	Description of Expenditure
City	BRIDGEVILLE	State	PA	Zip Code 15017
				CAMPAIGN MEAL
To Whom Paid	PITTSBURGH PARKING AUTHORITY	Date [MM/DD/YYYY]	\$	10.00
		02/24/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15222
				PARKING
To Whom Paid	THE NOOK	Date [MM/DD/YYYY]	\$	51.47
		02/25/2022		
House #	3811	Street Address	BUTLER STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15201
				CAMPAIGN MEAL
To Whom Paid	STEEL CITY STONEWALL DEMOCRATS	Date [MM/DD/YYYY]	\$	50.00
		02/28/2022		
House #		Street Address	PO BOX 44061	Description of Expenditure
City	CRAFTON	State	PA	Zip Code 15205
				MEMBERSHIP RENEWAL
To Whom Paid	BOB'S DINER	Date [MM/DD/YYYY]	\$	87.85
		03/02/2022		
House #	211	Street Address	MANSFIELD BOULEVARD	Description of Expenditure
City	CARNEGIE	State	PA	Zip Code 15106
				CAMPAIGN MEAL
To Whom Paid	DON'S APPLIANCES	Date [MM/DD/YYYY]	\$	1,007.73
		03/02/2022		
House #	251	Street Address	BILMAR DRIVE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15205
				HOME SHOW PRIZES

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]	\$	10.00
						03/04/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING		
To Whom Paid		SOUTH PITTSBURGH REPORTER				Date [MM/DD/YYYY]	\$	216.56
						03/04/2022		
House #	813	Street Address	E. WASHINGTON AVENUE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15210	ADVERTISEMENT		
To Whom Paid		PITTSBURGH ST. PATRICK'S DAY PARADE				Date [MM/DD/YYYY]	\$	200.00
						03/04/2022		
House #		Street Address	PO BOX 98098			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15227	CONTRIBUTION		
To Whom Paid		AT&T				Date [MM/DD/YYYY]	\$	231.70
						03/07/2022		
House #		Street Address	PO BOX 6416			Description of Expenditure		
City	CAROL STREAM	State	IL	Zip Code	60197	PHONE SERVICE		
To Whom Paid		DANA ANN SLIZIK				Date [MM/DD/YYYY]	\$	3,000.00
						03/07/2022		
House #	1319	Street Address	MEADOWLARK DRIVE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15243	CONSULTING SERVICES		
To Whom Paid		DANA ANN SLIZIK				Date [MM/DD/YYYY]	\$	100.00
						03/07/2022		
House #	1319	Street Address	MEADOWLARK DRIVE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15243	DOOR PRIZE REIMBURSEMENT		
To Whom Paid		AMAZON				Date [MM/DD/YYYY]	\$	364.50
						03/08/2022		
House #		Street Address	PO BOX 960013			Description of Expenditure		
City	ORLANDO	State	FL	Zip Code	32896	ST. PATRICK'S DAY PARADE DECORATIONS		
To Whom Paid		STAMPS.COM				Date [MM/DD/YYYY]	\$	19.25
						03/08/2022		
House #	1990	Street Address	E. GRAND AVENUE			Description of Expenditure		
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE		

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140194
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To Whom Paid	RICO'S RESTAURANT				Date [MM/DD/YYYY]	\$	74.90
					03/09/2022		
House #	1	Street Address	RICO LANE				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15237	CAMPAIGN MEAL	
To Whom Paid	ROMAN BISTRO				Date [MM/DD/YYYY]	\$	36.43
					03/14/2022		
House #	2104	Street Address	ARDMORE BOULEVARD				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15221	CAMPAIGN MEAL	
To Whom Paid	PARTY CITY				Date [MM/DD/YYYY]	\$	149.80
					03/14/2022		
House #	1155	Street Address	WASHINGTON PIKE				Description of Expenditure
City	BRIDGEVILLE	State	PA	Zip Code	15017	ST. PATRICK'S DAY PARADE SUPPLIES	
To Whom Paid	STATION SQUARE PARKING GARAGE				Date [MM/DD/YYYY]	\$	8.00
					03/17/2022		
House #	301	Street Address	W. STATION SQUARE DRIVE				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15219	PARKING	
To Whom Paid	PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]	\$	6.00
					03/21/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING	
To Whom Paid	EDDIE V'S				Date [MM/DD/YYYY]	\$	954.04
					03/21/2022		
House #	501	Street Address	GRANT STREET, SUITE 100				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15219	UNION LEADERS EVENT	
To Whom Paid	SHOP 'N SAVE				Date [MM/DD/YYYY]	\$	100.00
					03/21/2022		
House #	2100	Street Address	WASHINGTON PIKE				Description of Expenditure
City	BRIDGEVILLE	State	PA	Zip Code	15017	DOOR PRIZES	
To Whom Paid	UNITED STATES POSTAL SERVICE				Date [MM/DD/YYYY]	\$	1,450.00
					03/22/2022		
House #	1001	Street Address	CALIFORNIA AVENUE, ROOM 1002				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15290	POSTAGE	

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	ANDORA	Date [MM/DD/YYYY]	\$	73.52
		03/25/2022		
House #	1616	Street Address	MT. NEBO ROAD	Description of Expenditure
City	SEWICKLEY	State	PA	Zip Code 15143
				CAMPAIGN MEAL
To Whom Paid	GIRASOLE	Date [MM/DD/YYYY]	\$	314.66
		03/28/2022		
House #	733	Street Address	COPELAND STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15232
				CAMPAIGN MEAL
To Whom Paid	BMA MEDIA GROUP	Date [MM/DD/YYYY]	\$	500.00
		03/28/2022		
House #	4091	Street Address	ERIE STREET	Description of Expenditure
City	WILLOUGHBY	State	OH	Zip Code 44094
				LABOR RETIREMENT EVENT
To Whom Paid	CHRYSLER CAPITAL	Date [MM/DD/YYYY]	\$	580.15
		03/30/2022		
House #		Street Address	PO BOX 961275	Description of Expenditure
City	FORT WORTH	State	TX	Zip Code 76161
				CAMPAIGN CAR
To Whom Paid	SCOGGIO GREENTREE	Date [MM/DD/YYYY]	\$	181.99
		04/01/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15220
				CAMPAIGN MEAL
To Whom Paid	SCOGGIO GREENTREE	Date [MM/DD/YYYY]	\$	58.87
		04/04/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15220
				CAMPAIGN MEAL
To Whom Paid	THE LOT AT EDGEWATER	Date [MM/DD/YYYY]	\$	38.03
		04/05/2022		
House #	145	Street Address	ALLEGHENY AVENUE	Description of Expenditure
City	OAKMONT	State	PA	Zip Code 15139
				CAMPAIGN MEAL
To Whom Paid	SCOGGIO GREENTREE	Date [MM/DD/YYYY]	\$	76.53
		04/07/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15220
				CAMPAIGN MEAL

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	231.70
		04/07/2022		
House #		Street Address	PO BOX 6416	Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code 60197
				PHONE SERVICE
To Whom Paid	FIRST WATCH	Date [MM/DD/YYYY]	\$	40.54
		04/07/2022		
House #	5235	Street Address	CLAIRTON BOULEVARD	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15236
				CAMPAIGN MEAL
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		04/08/2022		
House #	1990	Street Address	E. GRAND AVENUE	Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code 90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	RICO'S RESTAURANT	Date [MM/DD/YYYY]	\$	49.00
		04/13/2022		
House #	1	Street Address	RICO LANE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15237
				CAMPAIGN MEAL
To Whom Paid	LAWRENCEVILLE UNITED	Date [MM/DD/YYYY]	\$	250.00
		04/13/2022		
House #	118	Street Address	52ND STREET #2026	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15201
				FIREWORKS CONTRIBUTION
To Whom Paid	PITTSBURGH PARKING AUTHORITY	Date [MM/DD/YYYY]	\$	6.00
		04/15/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15222
				PARKING
To Whom Paid	ROMAN BISTRO	Date [MM/DD/YYYY]	\$	40.18
		04/20/2022		
House #	2104	Street Address	ARDMORE BOULEVARD	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15221
				CAMPAIGN MEAL
To Whom Paid	ALCO PARKING	Date [MM/DD/YYYY]	\$	13.00
		04/28/2022		
House #	501	Street Address	MARTINDALE STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15212
				PARKING

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		DANA ANN SLIZIK			Date [MM/DD/YYYY]	\$	6,000.00
					04/28/2022		
House #	1319	Street Address	MEADOWLARK DRIVE		Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15243	CONSULTING SERVICES	
To Whom Paid		CHRYSLER CAPITAL			Date [MM/DD/YYYY]	\$	580.15
					05/04/2022		
House #		Street Address	PO BOX 961275		Description of Expenditure		
City	FORT WORTH	State	TX	Zip Code	76161	CAMPAIGN CAR	
To Whom Paid		AT&T			Date [MM/DD/YYYY]	\$	231.70
					05/05/2022		
House #		Street Address	PO BOX 6416		Description of Expenditure		
City	CAROL STREAM	State	IL	Zip Code	60197	PHONE SERVICE	
To Whom Paid		STAMPS.COM			Date [MM/DD/YYYY]	\$	19.25
					05/09/2022		
House #	1990	Street Address	E. GRAND AVENUE		Description of Expenditure		
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE	
To Whom Paid		WALLACE FLORAL			Date [MM/DD/YYYY]	\$	1,702.50
					05/13/2022		
House #	138	Street Address	VIRGINIA AVENUE		Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15211	FUNERAL FLOWER ARRANGEMENTS	
To Whom Paid		SCOGLIO GREENTREE			Date [MM/DD/YYYY]	\$	103.41
					05/19/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7		Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15220	CAMPAIGN MEAL	
To Whom Paid		CARNEGIE FIRE DEPARTMENT			Date [MM/DD/YYYY]	\$	250.00
					05/19/2022		
House #	201	Street Address	W. MAIN STREET		Description of Expenditure		
City	CARNEGIE	State	PA	Zip Code	15106	CONTRIBUTION	
To Whom Paid		DITTO DOCUMENTS			Date [MM/DD/YYYY]	\$	89.00
					05/26/2022		
House #	1020	Street Address	RIDGE AVENUE		Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15233	COPY SERVICES	

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		BABS & ASSOCIATES				Date [MM/DD/YYYY]	\$	3,000.00
						06/03/2022		
House #	12	Street Address	TURNER DRIVE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15236	PRINTING SERVICES		
To Whom Paid		AT&T				Date [MM/DD/YYYY]	\$	231.70
						06/06/2022		
House #		Street Address	PO BOX 6416			Description of Expenditure		
City	CAROL STREAM	State	IL	Zip Code	60197	PHONE SERVICE		
To Whom Paid		CHRYSLER CAPITAL				Date [MM/DD/YYYY]	\$	580.15
						06/06/2022		
House #		Street Address	PO BOX 961275			Description of Expenditure		
City	FORT WORTH	State	TX	Zip Code	76161	CAMPAIGN CAR		
To Whom Paid		STAMPS.COM				Date [MM/DD/YYYY]	\$	19.25
						06/08/2022		
House #	1990	Street Address	E. GRAND AVENUE			Description of Expenditure		
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE		
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]	\$	10.00
						06/10/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING		
To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]	\$	10.00
						06/27/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING		
To Whom Paid		CHRYSLER CAPITAL				Date [MM/DD/YYYY]	\$	580.15
						06/29/2022		
House #		Street Address	PO BOX 961275			Description of Expenditure		
City	FORT WORTH	State	TX	Zip Code	76161	CAMPAIGN CAR		
To Whom Paid		SCOGGIO GREENTREE				Date [MM/DD/YYYY]	\$	145.93
						07/01/2022		
House #	661	Street Address	ANDERSEN DRIVE, BUILDING 7			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15220	CAMPAIGN MEAL		

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	231.70
		07/08/2022		
House #		Street Address	PO BOX 6416	Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code
				60197
				PHONE SERVICE
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		07/08/2022		
House #	1990	Street Address	E. GRAND AVENUE	Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code
				90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	PNC BANK	Date [MM/DD/YYYY]	\$	50.00
		07/29/2022		
House #	437	Street Address	GRANT STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code
				15219
				ACCOUNT MAINTENANCE FEE
To Whom Paid	CHRYSLER CAPITAL	Date [MM/DD/YYYY]	\$	580.15
		08/01/2022		
House #		Street Address	PO BOX 961275	Description of Expenditure
City	FORT WORTH	State	TX	Zip Code
				76161
				CAMPAIGN CAR
To Whom Paid	PITTSBURGH PARKING AUTHORITY	Date [MM/DD/YYYY]	\$	10.00
		08/01/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code
				15222
				PARKING
To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	231.70
		08/06/2022		
House #		Street Address	PO BOX 6416	Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code
				60197
				PHONE SERVICE
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		08/08/2022		
House #	1990	Street Address	E. GRAND AVENUE	Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code
				90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	PNC BANK	Date [MM/DD/YYYY]	\$	50.00
		08/31/2022		
House #	437	Street Address	GRANT STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code
				15219
				ACCOUNT MAINTENANCE FEE

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	231.70
		09/06/2022		
House #		Street Address	PO BOX 6416	Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code 60197
				PHONE SERVICE
To Whom Paid	CHRYSLER CAPITAL	Date [MM/DD/YYYY]	\$	580.15
		09/06/2022		
House #		Street Address	PO BOX 91275	Description of Expenditure
City	FORT WORTH	State	TX	Zip Code 76161
				CAMPAIGN CAR
To Whom Paid	DANA ANN SLIZIK	Date [MM/DD/YYYY]	\$	100.00
		09/06/2022		
House #	1319	Street Address	MEADOWLARK DRIVE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15243
				DOOR PRIZE REIMBURSEMENT
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		09/08/2022		
House #	1990	Street Address	E. GRAND AVENUE	Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code 90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	CHARTIERS VALLEY BOYS BASKETBALL	Date [MM/DD/YYYY]	\$	750.00
		09/21/2022		
House #	50	Street Address	THOMS RUN ROAD	Description of Expenditure
City	BRIDGEVILLE	State	PA	Zip Code 15017
				CONTRIBUTION
To Whom Paid	WALLACE FLORAL	Date [MM/DD/YYYY]	\$	411.70
		09/22/2022		
House #	138	Street Address	VIRGINIA AVENUE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15211
				FUNERAL FLOWER ARRANGEMENTS
To Whom Paid	O'HARA TOWNSHIP DEMOCRATIC COMMITTEE	Date [MM/DD/YYYY]	\$	100.00
		09/23/2022		
House #	184	Street Address	WOODSHIRE DRIVE	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15215
				CONTRIBUTION
To Whom Paid	PNC BANK	Date [MM/DD/YYYY]	\$	50.00
		09/30/2022		
House #	437	Street Address	GRANT STREET	Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code 15219
				ACCOUNT MAINTENANCE FEE

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	CHRYSLER CAPITAL	Date [MM/DD/YYYY]	\$	580.15
		10/03/2022		
House #	Street Address	PO BOX 961275	Description of Expenditure	
City	FORT WORTH	State	TX	Zip Code 76161
				CAMPAIGN CAR
To Whom Paid	ROBINSON LIONS CLUB	Date [MM/DD/YYYY]	\$	1,000.00
		10/03/2022		
House #	Street Address	PO BOX 15775	Description of Expenditure	
City	PITTSBURGH	State	PA	Zip Code 15244
				CONTRIBUTION
To Whom Paid	AT&T	Date [MM/DD/YYYY]	\$	231.70
		10/06/2022		
House #	Street Address	PO BOX 6416	Description of Expenditure	
City	CAROL STREAM	State	IL	Zip Code 60197
				PHONE SERVICE
To Whom Paid	MCKEESPORT CANDY CO.	Date [MM/DD/YYYY]	\$	560.00
		10/06/2022		
House #	Street Address	1101 FIFTH AVENUE	Description of Expenditure	
City	MCKEESPORT	State	PA	Zip Code 15132
				PARADE CANDY
To Whom Paid	ISDA PARADE	Date [MM/DD/YYYY]	\$	300.00
		10/07/2022		
House #	Street Address	419 WOOD STREET #3	Description of Expenditure	
City	PITTSBURGH	State	PA	Zip Code 15222
				CONTRIBUTION
To Whom Paid	ROLAND'S SEAFOOD GRILL	Date [MM/DD/YYYY]	\$	542.13
		10/11/2022		
House #	Street Address	1904 PENN AVENUE	Description of Expenditure	
City	PITTSBURGH	State	PA	Zip Code 15222
				CHAIRS DINNER
To Whom Paid	STAMPS.COM	Date [MM/DD/YYYY]	\$	19.25
		10/11/2022		
House #	Street Address	1990 E. GRAND AVENUE	Description of Expenditure	
City	EL SEGUNDO	State	CA	Zip Code 90245
				ACCOUNT MAINTENANCE FEE
To Whom Paid	BRIDGE CONNECTIONS	Date [MM/DD/YYYY]	\$	3,500.00
		10/17/2022		
House #	Street Address	401 LIBERTY AVENUE	Description of Expenditure	
City	PITTSBURGH	State	PA	Zip Code 15222
				CONSULTING SERVICES

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	BRIDGE CONNECTIONS				Date [MM/DD/YYYY]	\$	3,500.00
					10/21/2022		
House #	401	Street Address	LIBERTY AVENUE				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15222	CONSULTING SERVICES	
To Whom Paid	PNC BANK				Date [MM/DD/YYYY]	\$	50.00
					10/31/2022		
House #	437	Street Address	GRANT STREET				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15219	ACCOUNT MAINTENANCE FEE	
To Whom Paid	ALLEGHENY COUNTY LABOR COUNCIL				Date [MM/DD/YYYY]	\$	617.00
					11/04/2022		
House #	1459	Street Address	WOODRUFF STREET				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15220	DINNER CONTRIBUTION	
To Whom Paid	AT&T				Date [MM/DD/YYYY]	\$	231.70
					11/07/2022		
House #		Street Address	PO BOX 6416				Description of Expenditure
City	CAROL STREAM	State	IL	Zip Code	60197	PHONE SERVICE	
To Whom Paid	STAMPS.COM				Date [MM/DD/YYYY]	\$	19.25
					11/08/2022		
House #	1990	Street Address	E. GRAND AVENUE				Description of Expenditure
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE	
To Whom Paid	GIANNA VIA'S RESTAURANT & BAR				Date [MM/DD/YYYY]	\$	68.38
					11/22/22		
House #	5301	Street Address	GROVE ROAD #639				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15236	CAMPAIGN MEAL	
To Whom Paid	KELLY O'S DINER				Date [MM/DD/YYYY]	\$	28.21
					11/23/2022		
House #	100	Street Address	FOWLER ROAD, SUITE 10				Description of Expenditure
City	WARRENDALE	State	PA	Zip Code	15086	CAMPAIGN MEAL	
To Whom Paid	PNC BANK				Date [MM/DD/YYYY]	\$	50.00
					11/30/2022		
House #	437	Street Address	GRANT STREET				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15219	ACCOUNT MAINTENANCE FEE	

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		PITTSBURGH PARKING AUTHORITY				Date [MM/DD/YYYY]	\$	10.00
						12/01/2022		
House #	232	Street Address	BOULEVARD OF THE ALLIES			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15222	PARKING		
To Whom Paid		TARGET				Date [MM/DD/YYYY]	\$	233.98
						12/01/2022		
House #	360	Street Address	EAST WATERFRONT DRIVE			Description of Expenditure		
City	HOMESTEAD	State	PA	Zip Code	15120	OFFICE SUPPLIES		
To Whom Paid		GETGO				Date [MM/DD/YYYY]	\$	77.50
						12/05/2022		
House #	6513-A	Street Address	STEUBENVILLE PIKE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15205	CAMPAIGN CAR SUPPLIES & GAS		
To Whom Paid		SWEET SIPS				Date [MM/DD/YYYY]	\$	1,000.00
						12/05/2022		
House #	4368	Street Address	STANTON AVENUE			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15201	LIGHT UP NIGHT REFRESHMENTS		
To Whom Paid		CHEESECAKE FACTORY				Date [MM/DD/YYYY]	\$	52.21
						12/08/2022		
House #	415	Street Address	S. 27TH STREET			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15203	CAMPAIGN MEAL		
To Whom Paid		STAMPS.COM				Date [MM/DD/YYYY]	\$	19.25
						12/08/2022		
House #	1990	Street Address	E. GRAND AVENUE			Description of Expenditure		
City	EL SEGUNDO	State	CA	Zip Code	90245	ACCOUNT MAINTENANCE FEE		
To Whom Paid		OFF THE HOOK				Date [MM/DD/YYYY]	\$	73.05
						12/12/2022		
House #	908	Street Address	WARRENDALE VILLAGE DRIVVE			Description of Expenditure		
City	WARRENDALE	State	PA	Zip Code	15086	CAMPAIGN MEAL		
To Whom Paid		CHRYSLER CAPITAL				Date [MM/DD/YYYY]	\$	500.00
						12/12/2022		
House #		Street Address	PO BOX 961275			Description of Expenditure		
City	FORT WORTH	State	TX	Zip Code	76161	CAMPAIGN CAR		

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid	NGP VAN				Date [MM/DD/YYYY]	\$	395.90
					12/15/2022		
House #	655	Street Address	15th Street, NW #650				Description of Expenditure
City	WASHINGTON	State	DC	Zip Code	20005	DATABASE MANAGEMENT	
To Whom Paid	UNITED STATES POSTAL SERVICE				Date [MM/DD/YYYY]	\$	580.20
					12/16/2022		
House #	139	Street Address	E. MAIN STREET				Description of Expenditure
City	CARNEGIE	State	PA	Zip Code	15106	POSTAGE	
To Whom Paid	CENTRAL DINER & GRILLE				Date [MM/DD/YYYY]	\$	84.60
					12/20/2022		
House #	6408	Street Address	STEUBENVILLE PIKE				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15205	CAMPAIGN MEAL	
To Whom Paid	PITTSBURGH REGIONAL BUILDING TRADES				Date [MM/DD/YYYY]	\$	5,000.00
					12/20/2022		
House #	1231	Street Address	BANKSVILLE ROAD #412				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15216	EVENT SPONSORSHIP	
To Whom Paid	SENATOR JOHN HEINZ HISTORY CENTER				Date [MM/DD/YYYY]	\$	4,500.00
					12/21/2022		
House #	1212	Street Address	SMALLMAN STREET				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15222	EVENT SPACE	
To Whom Paid	CHRYSLER CAPITAL				Date [MM/DD/YYYY]	\$	780.30
					12/22/2022		
House #		Street Address	PO BOX 961275				Description of Expenditure
City	FORT WORTH	State	TX	Zip Code	76161	CAMPAIGN CAR	
To Whom Paid	CONTEMPORARY CRAFT				Date [MM/DD/YYYY]	\$	1,036.27
					12/23/2022		
House #	5645	Street Address	BUTLER STREET				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15201	EVENT DONATION	
To Whom Paid	UNITED STATES POSTAL SERVICE				Date [MM/DD/YYYY]	\$	480.00
					12/27/2022		
House #	1001	Street Address	CALIFORNIA AVENUE, ROOM 1002				Description of Expenditure
City	PITTSBURGH	State	PA	Zip Code	15290	POSTAGE	

SCHEDULE III
Statement of Expenditures

Filer Identification Number:	20140199
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To Whom Paid		AMAZON			Date [MM/DD/YYYY]		\$ 18.01	
					12/28/2022			
House #		Street Address	PO BOX 960013			Description of Expenditure		
City	ORLANDO	State	FL	Zip Code	32896	CAMPAIGN SUPPLIES		
To Whom Paid		UNITED STATES POSTAL SERVICE			Date [MM/DD/YYYY]		\$ 192.00	
					12/28/2022			
House #	1001	Street Address	CALIFORNIA AVENUE, ROOM 1002			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15290	POSTAGE		
To Whom Paid		OAKMONT BAKERY			Date [MM/DD/YYYY]		\$ 129.00	
					12/29/2022			
House #	1	Street Address	SWEET STREET			Description of Expenditure		
City	OAKMONT	State	PA	Zip Code	15139	EVENT DESSERTS		
To Whom Paid		AMAZON			Date [MM/DD/YYYY]		\$ 233.09	
					12/30/2022			
House #		Street Address	PO BOX 960013			Description of Expenditure		
City	ORLANDO	State	FL	Zip Code	32896	OFFICE SUPPLIES		
To Whom Paid		UNITED STATES POSTAL SERVICE			Date [MM/DD/YYYY]		\$ 111.12	
					12/30/2022			
House #	1001	Street Address	CALIFORNIA AVENUE, ROOM 1002			Description of Expenditure		
City	PITTSBURGH	State	PA	Zip Code	15290	POSTAGE & SUPPLIES		
To Whom Paid					Date [MM/DD/YYYY]		\$	
House #		Street Address				Description of Expenditure		
City		State		Zip Code				
To Whom Paid					Date [MM/DD/YYYY]		\$	
House #		Street Address				Description of Expenditure		
City		State		Zip Code				
To Whom Paid					Date [MM/DD/YYYY]		\$	
House #		Street Address				Description of Expenditure		
City		State		Zip Code				

SCHEDULE IV

Statement of Unpaid Debts

Use this Section to itemize all unpaid debts and obligations which are outstanding at the end of the reporting period.

Filer Identification Number:	20140199
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Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							

Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							

Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							

Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							

Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							

Name of Creditor						Outstanding Balance of Debt	
House #		Street Address		DATE DEBT INCURRED [MM/DD/YYYY]		\$	
City			State		Zip Code		
Description of Debt							



Corrected Exhibit R

Part 2

EXHIBIT F

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DELL TECHNOLOGIES INC. : CONSOLIDATED
CLASS V STOCKHOLDERS LITIGATION : Civil Action
: No. 2018-0816-JTL

- - -

Chancery Courtroom 12B
Leonard L. Williams Justice Center
500 North King Street
Wilmington, Delaware
Wednesday, April 19, 2023
1:30 p.m.

- - -

BEFORE: HON. J. TRAVIS LASTER, Vice Chancellor

- - -

ORAL ARGUMENT AND RULINGS OF THE COURT ON PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT AND PLAINTIFF'S MOTION
FOR APPROVAL OF FEE AWARD, EXPENSES, AND INCENTIVE
AWARD

CHANCERY COURT REPORTERS
Leonard L. Williams Justice Center
500 North King Street - Suite 11400
Wilmington, Delaware 19801
(302) 255-0521

1 APPEARANCES:

2 NED C. WEINBERGER, ESQ.
3 MARK RICHARDSON, ESQ.
4 BRENDAN W. SULLIVAN, ESQ.
5 CASIMIR SZUSTAK, ESQ.
6 Labaton Sucharow LLP

-and-

7 JOHN VIELANDI , ESQ.
8 of the New York Bar
9 Labaton Sucharow LLP

-and-

10 DAVID M. COOPER, ESQ.
11 SILPA MARURI, ESQ.
12 GEORGE T. PHILLIPS, ESQ.
13 of the New York Bar
14 Quinn Emanuel Urquhart & Sullivan, LLP

-and-

15 CHAD JOHNSON, ESQ.
16 NOAM MANDEL, ESQ.
17 of the New York Bar
18 Robbins Geller Rudman & Dowd LLP

-and-

19 PETER ANDREWS, ESQ.
20 CRAIG J. SPRINGER, ESQ.
21 DAVID M. SBORZ, ESQ.
22 JACOB JEIFA, ESQ.
23 Andrews & Springer LLC

-and-

24 JEREMY FRIEDMAN, ESQ.
DAVID F.E. TEJTEL, ESQ.
Friedman Oster & Tejtel PLLC

-and-

SEAMUS KASKELA, ESQ.
of the Pennsylvania Bar
Kaskela Law LLC
for Plaintiff

MICHAEL A. BARLOW, ESQ.
Abrams & Bayliss LLP

-and-

KRISTIN N. MURPHY, ESQ.
of the California Bar
Latham & Watkins, LLP
for Defendants David Dorman and William Green

1 APPEARANCE CONTINUED:

2 JAMES M. YOCH, JR, ESQ.
3 Young Conaway Stargatt & Taylor, LLP

4 -and-
5 STEPHEN P. BLAKE, ESQ.
6 of the California Bar
7 Simpson Thacher & Bartlett LLP
8 for Defendant Silver Lake Group LLC

9 JOHN D. HENDERSHOT, ESQ.
10 SPENCER V. CRAWFORD, ESQ.
11 ADRIAN KAPPAUF, ESQ.
12 Richards, Layton & Finger, P.A.
13 for Defendants Michael Dell, Egon Durban, Simon
14 Patterson, and Non-Party Dell Technologies

15 -and-
16 GERSON A. ZWEIFACH, ESQ.
17 of the District of Columbia Bar
18 Williams & Connolly LLP
19 for Defendants Egon Durban and Simon Patterson

20 -and-
21 STEVEN P. WINTER, ESQ.
22 JACOB MILLER, ESQ.
23 of the New York Bar
24 Wachtell, Lipton, Rosen & Katz

25 -and-
26 CHARLES W. COX, ESQ.
27 of the California Bar
28 Alston & Bird LLP

29 -and-
30 SUSAN E. HURD, ESQ.
31 of the Georgia Bar
32 Alston & Bird LLP
33 for Defendant Michael Dell and Dell
34 Technologies

35 STEPHEN B. BRAUERMAN, ESQ.
36 SARAH T. ANDRADE, ESQ.
37 Bayard, P.A.
38 for Objector Pentwater Capital Management LP.

39 ANTHONY RICKEY, ESQ.
40 Margrave Law LLC
41 for *Amici*

42 - - -

1 THE COURT: Welcome, everyone.

2 ATTORNEY HENDERSHOT: Good afternoon,
3 Your Honor.

4 THE COURT: Good afternoon.

5 ATTORNEY HENDERSHOT: Shall we begin
6 with introductions for the record?

7 THE COURT: Please.

8 ATTORNEY HENDERSHOT: Well, then, for
9 the record, John Hendershot, Richards Layton & Finger,
10 for Dell Technologies and defendants Michael Dell,
11 Egon Durban, and Simon Patterson. At counsel table
12 with me immediately here is Mr. Gerson Zweifach from
13 Williams & Connolly, who represents the Silver Lake
14 entities and Mr. Durban and Mr. Patterson. Next to
15 him, Mr. Steve Winter and Mr. Jacob Miller, both of
16 Wachtell Lipton, who are here on behalf of Mr. Dell.
17 Also in the back we have Mr. Chuck Cox and Ms. Susan
18 Hurd, is sitting behind the bar, from Alston & Bird.
19 They are here on behalf of Mr. Dell and the company.
20 And last but not least, I have two of my colleagues
21 sitting behind the bar in the back, Spencer Crawford
22 and Adrian Kappauf.

23 THE COURT: Thank you all for being
24 here.

1 ATTORNEY HENDERSHOT: Thank you, Your
2 Honor.

3 THE COURT: I appreciate it.

4 ATTORNEY YOCH: Good afternoon, Your
5 Honor. James Yoch, Young Conaway Stargatt & Taylor,
6 on behalf of Silver Lake. With me today is my
7 colleague from Simpson Thacher, Mr. Steve Blake.
8 Thank you.

9 THE COURT: Great. Thank you.

10 ATTORNEY BARLOW: Good morning, Your
11 Honor. Mike Barlow of Abrams & Bayliss here on behalf
12 of the special committee defendants, Mr. Dave Dorman
13 and Mr. Bill Green. I'm joined today by Kristin
14 Murphy of Latham & Watkins.

15 THE COURT: Great. Thank you all for
16 being here. I appreciate it.

17 ATTORNEY WEINBERGER: Good afternoon,
18 Your Honor. Ned Weinberger from Labaton Sucharow on
19 behalf of lead plaintiff, Steamfitters Local 449
20 Pension Plan. With me at counsel table, Brendan
21 Sullivan from Labaton Sucharow, my esteemed colleague
22 David Cooper from Quinn Emanuel, George Phillips from
23 Quinn Emanuel. At rear counsel table, I'll start with
24 Jeremy Friedman from Friedman Oster & Tejtzel, Chad

1 Johnson from Robbins Geller Rudman & Dowd, David
2 Tejtrel from Friedman Oster & Tejtrel, Noam Mandel from
3 Robbins Geller, Craig Springer from Andrews &
4 Springer, Silpa Maruri from Quinn Emanuel. We also
5 have colleagues in the back of the room. I'm happy to
6 go through if Your Honor would like. I may as well.
7 Peter Andrews, who Your Honor knows, from Andrews &
8 Springer, Mark Richardson from my firm, our paralegal,
9 would have been our trial paralegal, Alexandra Carpio.

10 THE COURT: Great. You're the most
11 important. They can't do anything without you.

12 ATTORNEY WEINBERGER: Casimir Szustak,
13 also from my firm. Behind Mr. Szustak, Seamus Kaskela
14 from the Kaskela Law firm, David Sborz from Andrews &
15 Springer, Jacob Jeifa from Andrews & Springer, and
16 John Vielandi from Labaton Sucharow.

17 And I expect Mr. Brauerman would want
18 to come up and introduce himself, but while I'm
19 standing at the podium, I just wanted to run by our
20 proposed order of presentation, if it's okay with Your
21 Honor.

22 Mr. Cooper and I are planning to split
23 the plaintiff's presentation today. Mr. Cooper will
24 present settlement. I'll present the fee request, the

1 incentive award request, and also address the
2 objectors' submission, if that's okay with Your Honor.

3 THE COURT: That's fine.

4 ATTORNEY BRAUERMAN: Good afternoon,
5 Your Honor. Steve Brauerman from Bayard. I'm joined
6 in the back of the room by my colleague, Sarah
7 Andrade, on behalf of the objector, Pentwater Capital
8 Management LP.

9 THE COURT: Thank you all for being
10 here as well.

11 ATTORNEY RICKEY: Good afternoon, Your
12 Honor. Anthony Rickey from Margrave Law for the law
13 professor *Amici*.

14 THE COURT: Great. Thank you. Is
15 that everybody?

16 All right. Well, thank you all for
17 being here. I know many of you came a long way. And
18 before we go any further, thank you also for all the
19 work everyone put in in responding to the questions
20 that I had. It was great to get the information you
21 provided, and I found it all very helpful.

22 So shall we proceed?

23 ATTORNEY COOPER: Good afternoon, Your
24 Honor. David Cooper from Quinn Emanuel on behalf of

1 the plaintiff class.

2 As Mr. Weinberger noted, I'll be
3 speaking about approval of the settlement, though, of
4 course, some of the issues I'll be discussing
5 concerning the value of the settlement will also be
6 relevant to the issues that objectors raise regarding
7 fees.

8 No one has objected to the settlement
9 here. And while that's not dispositive, it is
10 certainly very telling in a case like this one, where
11 so much attention has been paid by a class of very
12 sophisticated hedge funds and investors.

13 As this court has said, its role is
14 to, quote, determine whether the settlement falls
15 within a range of results that a reasonable party in
16 the position of the plaintiff, not under any
17 compulsion to settle and with the benefit of the
18 information then available, reasonably could accept.
19 And we submit that when very sophisticated parties
20 with a substantial stake have chosen not to object, it
21 strongly suggests that reasonable informed plaintiffs
22 would accept this settlement.

23 And that's confirmed by looking at the
24 record in this case. When Your Honor appointed

1 co-lead counsel, Chad Johnson, then on behalf of Quinn
2 Emanuel, said that we bring our full resources to bear
3 in this case to counter the very able army of
4 top-notch attorneys on the other side. And that is
5 what we, all of the plaintiffs' firms, have done.
6 Reviewing almost 3 million documents, taking
7 depositions of 32 fact witnesses, preparing extremely
8 detailed pretrial briefs and expert reports, and
9 overcoming very substantial obstacles in evaluating a
10 one-of-a-kind security with a complex bundle of rights
11 that the market and many of our own class members had
12 devalued because of the particular nature of those
13 rights.

14 The fact that we were able to secure a
15 historic \$1 billion settlement in the face of all
16 these obstacles is a testament to the effort of our
17 entire team and the great risk that we took on
18 bringing this case to the eve of trial. And we're
19 proud to present it for the Court's approval.

20 The settlement value is obviously very
21 large here in absolute terms, and I won't belabor
22 that. But it's also worth noting that it's also
23 particularly large as a percentage of the deal. In
24 answer to Your Honor's question, and as we detailed in

1 our papers, for large deals, settlements are generally
2 in the range of 1 to 2 percent of the deal price.
3 Here, we're at nearly 5 percent. So we have an
4 unobjected-to settlement that is the largest in this
5 court's history in absolute terms and also one of the
6 largest for a large deal in relative terms.

7 Now, while the objectors don't object
8 to approval of the settlement and, in fact, no one
9 has, they do suggest that the amount is unimpressive
10 as a basis for questioning the fee proposal. And this
11 argument is not about the merits of the case. They
12 don't address the merits of the case. Instead, it's
13 based entirely on the fact that our maximum damages
14 request, both in the expert report and in our pretrial
15 brief, was \$10.7 billion.

16 And this is just conceptually the
17 wrong way of looking at whether or not a settlement is
18 a good one for the class or reflects well on the
19 attorneys who produced the settlement.

20 To begin with, it would essentially
21 punish attorneys for taking aggressive positions on
22 behalf of a class even where, as here, there was great
23 value in doing so. The simple fact is that defendants
24 would not settle for a billion dollars unless there

1 was a real credible risk of much higher damages at
2 trial. And so the \$10.7 billion argument in both the
3 pretrial brief and expert report had great value for
4 the class in producing a \$1 billion settlement. And
5 so to say that then it suggests that the \$1 billion is
6 unimpressive has it precisely backwards.

7 It also says nothing about whether or
8 not the maximum damage price was likely to be obtained
9 or whether any particular amount was likely to be
10 obtained. And that's why this court, in cases like
11 *Cummings v. Edens*, looked at potential damages from a
12 risk-adjusted perspective. And this court has done so
13 time and again in derivative cases like *Oracle* and
14 *Primedia*.

15 And because the objectors have
16 questioned it, I'd like to go into a little bit of
17 detail on the particular risks involved here.

18 To reach \$10.7 billion, we would have
19 had to convince this Court and ultimately the Delaware
20 Supreme Court of several very hotly disputed, very
21 difficult, often novel propositions. And as we sort
22 of analogized in our papers, it would have been
23 essentially like pitching a perfect game. We would
24 have to win on all of these issues.

1 The first one is we would have to have
2 shown that credit risk was minimal. And to do that,
3 we employed regression analyses to undermine their
4 expert Professor Hubbard's use of CDS spreads to
5 determine the amount of the DVMT discount that was
6 attributable to credit risk. We also sought to
7 undermine his analysis by looking into his work papers
8 and discovering methodological problems with his
9 modeling of the credit risk.

10 But the challenge here was that,
11 ultimately, Dell was a very heavily debt-laden
12 company. It was a company that was below investment
13 grade. And it was a company that people in the market
14 contemporaneously said that they believed that a
15 substantial portion of the DVMT discount was due to
16 credit risk.

17 So regardless of the fact that we were
18 able to show significant problems with Professor
19 Hubbard's analysis, it would have been a great
20 challenge here to show that the credit risk was, in
21 fact, as low as our expert had proposed.

22 Second, beyond the credit risk, we
23 would have had to show that the effect of a
24 conglomerate discount was minimal. And to show this

1 on a theoretical level, that there should not have
2 been a conglomerate discount here, based on the
3 literature and based on the particular nature of the
4 DVMT and Dell stocks, it would not have made sense,
5 theoretically.

6 We also showed that Professor Hubbard
7 and this Court had questioned conglomerate discounts
8 in the past. The challenge here was, again, that
9 market participants, like the objector fund, had
10 stated contemporaneously that the conglomerate
11 discount was a significant source of the DVMT
12 discount.

13 So even while, conceptually, perhaps,
14 it should not have mattered, if the market believed
15 it, then it was going to be very difficult to disprove
16 it accounted for some portion of the DVMT discount.
17 Those are the first two.

18 Third, we'd have to show that the
19 particular rights of DVMT as a tracking stock relative
20 to the rights of VMware stockholders didn't materially
21 affect the DVMT price. And we highlighted Professor
22 Hubbard's inability to quantify these different rights
23 and explained why they shouldn't have mattered, given
24 the protections of the capital stock committee, but

1 there was still the challenge of the market not
2 necessarily believing it. And beyond that, the fact
3 that, if you look at tracking stocks as a whole,
4 almost all of them have discounts, often in the
5 neighborhood of the DVMT discount, so we would be
6 fighting against that as well.

7 Fourth, we'd have to show that the
8 conversion right didn't legitimately affect the DVMT
9 discount, what we have called the forced conversion.
10 And this involved very difficult legal and economic
11 questions.

12 On the legal side, there is a question
13 whether this potential alternative transaction should
14 be accounted for because this was part of the
15 bargained-for rights that was inherent in the DVMT
16 stock. And if it can't be accounted for, there was
17 further questions about how defendants' duties, both
18 to DVMT shareholders and to other classes of Dell
19 stock, would have and should have affected whether and
20 how they performed a forced conversion.

21 On the economic side, the formula was
22 so complicated and potentially circular that people at
23 the time said, basically, it was a complete black box
24 and totally unpredictable. And so, while we got

1 strong admissions from their expert, Professor
2 Hubbard, on why a legitimate forced conversion should
3 not have been bad for DVMT shareholders, even our own
4 expert was forced to admit that any clear conclusions
5 about what a forced conversion ultimately would have
6 produced were somewhat tenuous.

7 Finally, we also tried to get damages
8 in the other direction by focusing on what the
9 defendants got out of the transaction. But this led
10 to its own set of hurdles. We had to show that what
11 defendants got was the right framing for evaluating
12 this case, even though, essentially, none of the
13 participants in this transaction at the time -- that
14 includes the committee, that includes Dell itself,
15 that includes the stockholder volunteers who
16 negotiated -- none of them had presented it this way
17 and argued for a percentage of the sort of value
18 captured by capturing the DVMT discount.

19 We also had to show, you know -- and
20 we also potentially had to show that, because this was
21 effectively disgorgement, that this remedy was
22 justifiable, even though this kind of disgorgement
23 remedy is rarely applied, even with conduct that's
24 seemingly more egregious than what we had here.

1 We also potentially had to show that
2 the gain to defendants really belonged to the DVMT
3 shareholders in the first place, which was difficult,
4 given some ambiguities in the rights of DVMT
5 shareholders.

6 We would then have to show that a fair
7 negotiation would have provided that discount to the
8 class rather than being split in some way that was
9 difficult to predict. And again, that sort of circles
10 back to all of the previous hurdles I said when the
11 question becomes what leverage did the DVMT
12 shareholders have and what rights did they have in the
13 first place.

14 Beyond that, there were additional
15 complex questions about whether this would represent a
16 windfall to DVMT shareholders because it was
17 incorporated into the stock price of DVMT in the first
18 place, whether DVMT ever had an unaffected price, what
19 it was, and how it would have affected a fair
20 negotiation.

21 So all of that is to say there was an
22 enormous number of obstacles, and it was very far from
23 a typical case. There could be no simple discounted
24 cash flow analysis, no sum-of-the-parts analysis. We

1 couldn't rely on market prices. And it was also very
2 hard to find a middle ground that attributed some but
3 not all of the DVMT discounts to these various
4 hard-to-quantify factors and to do so in a way that
5 would be rigorous enough to survive both this Court's
6 review and potentially Delaware Supreme Court review.
7 And that's precisely why we presented alternative
8 lower damages options in the pretrial brief.

9 And for these different options, we
10 potentially would not have to satisfy all of these
11 different factors that I mentioned. Some -- we would
12 have to satisfy only some of them. And these more
13 likely damages scenarios were producing damages of
14 potentially 3 billion, 1 billion, or even potentially
15 much less than that.

16 So in determining whether \$1 billion
17 is fair value for the class, whether it reflects
18 positively on the performance of counsel, it simply
19 does not make sense to look at \$10.7 billion while
20 ignoring the risk adjustment that any responsible
21 plaintiff's counsel would have to undertake here, as
22 we did.

23 When accounting for this risk
24 adjustment, the practical realities of the case, and

1 the very real risk that there would be no recovery at
2 all for the class, as many plaintiffs, including in
3 entire fairness cases, have faced in recent years,
4 \$1 billion in cash is unquestionably an outstanding
5 result for the class. That is why no one has opposed
6 it. And we submit that the settlement should
7 therefore be approved.

8 THE COURT: Thank you. Anything else
9 you want to tell me?

10 ATTORNEY COOPER: No. That's all.
11 And I'll hand it off to Mr. Weinberger. Thank you.

12 THE COURT: Who is going to talk to me
13 about the scope of the release?

14 ATTORNEY HENDERSHOT: I am, Your
15 Honor.

16 THE COURT: Great. Thank you. Why
17 don't you talk to me about the scope of the release.

18 ATTORNEY HENDERSHOT: Sure.

19 Good afternoon again, Your Honor.

20 Happy to address any questions the
21 Court has on this. I do want to say, as a historic
22 matter, the way this went down, we started with a
23 template from, I believe, the *Starz* litigation, sent
24 it around among counsel on both sides. Mr. Weinberger

1 and his colleagues at a certain point around
2 Thanksgiving sent us the *Inhibitor* transcript and I
3 believe also the *Presidio* transcript and said, hey, we
4 got to pay attention to this. So this was definitely
5 something that counsel on both sides thought about,
6 went through carefully.

7 You know, I think there are
8 essentially three categories of claims that we are
9 trying to get released. The first is the kind of
10 claims that are against the defendants or could have
11 been brought against the defendants, including the
12 former defendants who have been dismissed on an
13 interlocutory basis, and against Dell the company as
14 well.

15 The second are claims that I
16 characterize as claims against people who haven't been
17 sued but who had some involvement in the transaction.
18 So, for example, the special committee's banker,
19 Evercore, has not been named as a defendant. We're
20 trying to cut off the possibility that somebody is
21 going to come back, some class member is going to come
22 back next year and say, actually, there was some
23 aiding and abetting liability on the part of Evercore,
24 and we should get some more money from this

1 transaction.

2 And then the third one, which I gather
3 is the one that the Court has expressed concern about
4 before, is sort of an unjust enrichment theory. You
5 could sort of imagine this as one of the defendants
6 gets an improper gain, then transfers it to an
7 innocent recipient, a trust for someone's
8 grandchildren or something like that, and then years
9 from now, a class member comes back and says, you
10 should have to disgorge that. It was wrongfully
11 gained in the first place.

12 Your Honor pointed out in the *Presidio*
13 transcript, and I certainly agree with it, hard to see
14 how that claim survives, given the release in favor of
15 the defendant who did the transferring.

16 On the other hand, it's certainly the
17 usual rule that the respondent in a restitution claim
18 would be able to avail himself or herself of any
19 defense that would apply to the party who transferred
20 the asset to him or her, in this case the release. In
21 fact, I think that's even called the primary
22 protection of the innocent recipient in the
23 Restatement. But what we're trying to do is cut off
24 the possibility.

1 You know, we think this is a
2 legitimate part of global peace. It really -- even to
3 the point of immediate family members, which has been
4 approved in *Presidio* and a number of other cases. You
5 know, it's not out of the realm of possibility that
6 Mr. Dell talked to his wife about this deal before it
7 happened. Did he talk to his children? There is no
8 record on that, but is it possible? Sure. That's the
9 sort of claim that we're trying to cut off. That's
10 the sort of claim we want an ironclad guarantee for
11 that says, no, everything is cut off. Nothing more
12 about this deal is ever going to be the subject of
13 litigation again.

14 So with that as sort of background,
15 you know, I think subsections -- this is all Section
16 1.(aa) of the stipulation. Subsections (i) through
17 (iv) are pretty easy and self-explanatory: defendants,
18 former defendants, the company, and then immediate
19 family.

20 When we get down to (v), we are
21 talking about affiliates. This is, of course, common
22 language. This is kind of the second -- mostly the
23 second of those two categories. So this includes
24 "past or present, direct or indirect, affiliates,

1 members, partners, partnerships, investment managers,
2 advisors and funds, subsidiaries, parents,
3 predecessors, and successors," all of whom are
4 collectively defined as capitalized "Affiliates" of
5 the defendants, the former defendants or Dell the
6 company.

7 There is no release as to future
8 capitalized "Affiliates." That is the *UniSuper*
9 comment that Your Honor had in *Presidio*, I think. The
10 revised stipulation in *Presidio* did, in fact, release
11 the defendants' affiliates. It was not a defined term
12 in that stipulation. Also released the equityholders
13 of the defendants and their affiliates as well as the
14 predecessors and successors of the defendants and the
15 defendants' affiliates in *Presidio*.

16 So the defined term "Affiliate"
17 includes the lower-case nondefined term "affiliate."
18 We would take that to mean, or at least include, the
19 meaning that we see in the SEC regulations, a company
20 that's controlled by, controls, or is under common
21 control with. Both Dell and Goldman Sachs have a
22 number of affiliates, including subsidiaries, listed
23 in their SEC filings.

24 Members and partners, we have multiple

1 defendants and former defendants that are LLCs or LPs,
2 so we are trying to make sure that investors in a
3 Silver Lake fund do not have claims against them, for
4 example.

5 "Partnerships, investment managers,
6 advisors and funds" is language that I believe
7 primarily came from the Silver Lake side. This is, in
8 our view, a thoughtful effort to capture the world
9 within Silver Lake and, more generally, within the
10 private equity fund structure. So we have six named
11 defendants that are Silver Lake entities. Some of
12 those are invested in Dell directly. Others are not.
13 They're also in the fund structure. Those funds that
14 are not invested, some of which are partnerships, need
15 to get the benefit of the release. They have people
16 with titles, like investment manager and advisor, as
17 well as their funds.

18 So what we're doing there is trying to
19 release a specific universe of Silver Lake-affiliated
20 entities. And we think that's necessary to give
21 Silver Lake, as well as Mr. Durban and Mr. Patterson,
22 global peace.

23 I'd also point out Dell has personnel
24 who fit those descriptions, either employees within

1 Dell Technologies, or the company actually has a
2 venture capital arm called Dell Technologies Capital.
3 They have investment managers over there as well.

4 Subsection (vi), one can sort of think
5 of this as affiliates of affiliates, so this is "all
6 past or present officers, directors, employees,
7 associates, agents, advisors, members, partners,
8 experts, financial or investment advisors, insurers
9 and attorneys (including Defendants' Counsel) of
10 Defendants, Former Defendants, Dell, and their
11 respective Affiliates."

12 Again, we have past or present but not
13 future. Many of those terms were approved in the
14 revised stipulation in the *Presidio* matter.

15 "Associates, agents, advisors, ...
16 financial or investment advisors," that sweeps in
17 people who may turn out to have had some tangential
18 role without being formally employees of one of the
19 entity defendants. It also sweeps in the nonparties
20 that had direct involvement, such as Evercore or
21 DISCERN, as well as their employees and their own
22 internal advisors. And it would also sweep in
23 nonparties that, as far as the record reflects, were
24 not involved.

1 So one of the fact patterns that came
2 to my mind on this after the stipulation was
3 submitted, in the recent *Mindbody* case, the Chancellor
4 assessed liability against Mr. Stollmeyer, the CEO and
5 founder, in part on a basis of a finding that
6 Mr. Stollmeyer had tilted the sale process for
7 personal financial goals. He had kids in college and
8 so forth. And one of the witnesses at the trial was
9 his personal financial advisor. And one can imagine
10 that personal financial advisor, presumably on
11 different facts, getting sued for, you know, allegedly
12 telling him, hey, you've really got to do this deal.
13 You've got to make sure this deal gets done. You can
14 think of that as aiding and abetting claim. Not
15 saying it happened in *Mindbody*. I don't think the
16 record says that. But on a different set of facts,
17 one can imagine that. And that is a claim that we
18 think is appropriately cut off here.

19 The language also, in subsection (vi),
20 also sweeps in equityholders, including partners and
21 members of affiliates. So that includes situations
22 such as Dell Technologies entering into a joint
23 venture via an LLC agreement or being one among
24 several members of a limited liability company for

1 some purpose and ensuring that we don't have claims
2 going out against some distribution partner for Dell
3 equipment or something like that.

4 Dell also has partners in the
5 colloquial sense that it has distribution partners for
6 its services and its product. They also should be
7 released. There's no claim against them, I don't
8 think, but they also should be released.

9 Experts, I think Your Honor talked
10 about that in *Presidio*. We have had cases of -- the
11 case of Mr. Torkelson, the Milberg Weiss expert, being
12 one prominent one. If there is some claim that the
13 testifying or consulting experts behind the scenes did
14 something wrongful that led to loss for the proposed
15 class, that needs to be cut off. And I think that was
16 discussed in the *Presidio* transcript.

17 We then come down to subsection (vii).
18 This is the one about entities in which the defendants
19 have interests. And I know Your Honor has mentioned
20 foundations in prior transcripts. So this language
21 sweeps in foundations.

22 It also sweeps in other estate
23 planning mechanisms and unrelated investment vehicles
24 for the defendants. There is actually a foundation

1 here. There is a Michael and Susan Dell Foundation.
2 It is not affiliated with the company, Dell
3 Technologies. It's something that the Dell family has
4 put together. It does education and healthcare work.
5 We could talk about it if Your Honor would like, but
6 there is actually a foundation there that needs to be
7 protected.

8 Also sweeps in MSD Capital, which, I
9 don't want to say it's Michael Dell's family office,
10 but it's related to his unrelated investments.

11 And it also sweeps in some affiliated
12 entities of Dell that are trusts, which include things
13 like asset financing trusts.

14 Similar rationale for unrelated
15 businesses the defendants may have investments in or
16 the individual defendants' estate planning devices.
17 There is no reason there should be surviving claims
18 against them. And, you know, we feel on this one that
19 the release of a defendant is incomplete if there is
20 some risk that a trust for the benefit of, for
21 example, a defendant's child or grandchild could get
22 hit with an unjust enrichment claim or a claim that
23 some entity of that nature had some role that didn't
24 become apparent through the discovery process.

1 And then finally, subsection (viii) is
2 the language about legal representatives and heirs and
3 executors and so on. This category really is
4 something of a catchall. I believe it was approved in
5 *Starz*. And also something similar to it, certainly
6 predecessors and successors, was approved in *Presidio*.

7 This is language that is primarily
8 designed to ensure generality and sweep in all
9 successors, including, for example, a representative
10 in bankruptcy or a representative through probate or
11 intestate succession.

12 You know, it's also something that has
13 a pretty long history in the English-speaking law
14 world. I went back and looked at our leading case in
15 Delaware, *Miller against Hob Tea Room*, on the scope of
16 a release. And the language there was the buyer and
17 seller released each other, their heirs, executors,
18 administrators and assigns. And, at least in 1952,
19 that was considered perfectly fine.

20 And, you know, it also has some echoes
21 of the common law rule in the property context. If I
22 want to sell Green Acre to my friend Mr. Weinberger
23 and I execute a deed saying I give Mr. Weinberger
24 Green Acre, I've given him a life estate, not a fee

1 simple. If I want to give him a fee simple, sell him
2 a fee simple, I need to say, I give Green Acre to
3 Mr. Weinberger and his heirs, or Mr. Weinberger and
4 his heirs forever. That's the magic language. Not
5 really current today, but that was the old common law
6 rule.

7 That's what I have on the scope of the
8 release. I'd be happy to address any other questions
9 Your Honor may have about it.

10 THE COURT: All right. Thank you.

11 ATTORNEY HENDERSHOT: Thank you, Your
12 Honor.

13 THE COURT: Remind me. You're going
14 to talk to me about --

15 ATTORNEY WEINBERGER: Your Honor, I'm
16 going to address the fee and expense request, the
17 incentive award and the objectors' submission, Your
18 Honor.

19 THE COURT: Here's what I want to do.
20 Why don't you sit down. I'm going to rule on the
21 settlement part, and then we'll talk about the
22 attorneys' fee award.

23 All right. We're here today so that I
24 can consider the proposed settlement of the

1 consolidated class action *In re Dell Technologies*
2 *Class V Stockholders Litigation*, C.A. No.

3 2018-0816-JTL. I have three general tasks, two of
4 which I'm going to take up now. The first is to
5 determine whether the notice of the settlement was
6 adequately provided. The second is to determine
7 whether to approve the settlement. The task that I am
8 deferring, pending argument from counsel, is to
9 determine an award of attorneys' fees and expenses,
10 including whether to approve an incentive fee.

11 Normally I would need to certify a
12 class, but the parties stipulated to a class, and I
13 granted that order as of February 22, 2021. That's at
14 Docket 230. No one has given me any reason why that
15 determination needs to be revisited, and I can't think
16 of one.

17 I previously discussed the background
18 of this transaction and the general nature of the
19 plaintiffs' claims in an opinion I issued in June 2020
20 that denied the defendants' motion to dismiss. I'm
21 confident the parties are familiar with that. For
22 those folks who may read this transcript who aren't
23 directly involved in the case, here's a brief
24 refresher:

1 In 2013, Michael Dell and Silver Lake
2 Group, LLC, took Dell Inc. private through a leveraged
3 buyout. The privately held successor of Dell Inc. is
4 Dell Technologies, which I'll probably call the
5 "Company," which Mr. Dell and Silver Lake control.

6 In 2016, the Company sought to acquire
7 EMC Corporation, a data storage firm. One of EMC's
8 most valuable assets was its ownership of 81.9 percent
9 of the equity of VMware Inc., a publicly traded cloud
10 computing and virtualization company.

11 Dell wanted to pay cash to acquire all
12 of EMC, but the Company's indebted state after the
13 leveraged buyout could not support an all-cash deal.
14 So instead, the Company proposed to acquire EMC using
15 a combination of cash and newly issued shares of Class
16 V common stock, which would trade publicly and track
17 the performance of a portion of the equity stake in
18 VMware that the Company would own as a result of the
19 deal.

20 The Company and EMC ultimately
21 completed a transaction that valued EMC at
22 \$67 billion. Each share of the EMC common stock was
23 converted into the right to receive \$24.05 in cash
24 plus .11146 of a Class V share. The Company listed

1 the Class V shares on the New York Stock Exchange
2 where they've traded under the symbol DVMT.

3 The Class V shares were designed in
4 the aggregate to track the performance of 65 percent
5 of the 81.9 percent stake in VMware that the company
6 owned. In theory, the Class V stock would track
7 53.235 percent of the value of VMware. But in
8 actuality, the Class V stock did not track the value
9 of VMware, at least not as measured by VMware's
10 publicly traded shares. From the outset, the Class V
11 shares traded at a 30 percent discount to VMware's
12 publicly traded shares.

13 There were various reasons people
14 posited for the discount. One was that the Class V
15 shares were subject to a conversion right, and if the
16 Company listed its Class V shares on a national
17 exchange, then the Company could forcibly convert the
18 Class V shares into Class C shares pursuant to a
19 pricing formula.

20 After the EMC acquisition closed, the
21 Company began exploring ways to consolidate its
22 ownership of VMware. There is evidence that the fact
23 that the Class V shares traded at a discount suggested
24 that there was a valuation gap that the Company could

1 capture by consolidating its ownership. There were
2 three logical paths to consolidate ownership: a
3 transaction with VMware, a redemption of the Class V
4 stock, or a forced conversion.

5 On January 2018, the Company's board
6 of directors charged one of its existing committees
7 with negotiating a redemption of the Class V shares.
8 The Company tried to take advantage of the *MFV*
9 procedure by conditioning any redemption or similar
10 transaction on both committee approval and approval
11 from holders of a majority of the outstanding shares.
12 One of the problems with that effort was that the
13 company retained the right to bypass the *MFV* process
14 by engaging in a forced conversion or by pursuing
15 certain other transactional paths.

16 After the Company and the committee
17 discussed valuation, the committee's legal advisor
18 identified a conflict of interest for one of its
19 members. In March 2018, the board created a special
20 committee that excluded the conflicted member and
21 again attempted to implement compliance with the *MFV*
22 process but again failed to address the bypass
23 problem.

24 Over the next three months, the

1 Company negotiated with the committee. During that
2 process, the Company's representatives repeatedly told
3 the committee that if they did not agree to a
4 negotiated redemption, then the Company would proceed
5 unilaterally with a forced conversion. Both Company
6 representatives and the committee's advisors stressed
7 that a forced conversion was the least attractive
8 option for the Class V stockholders.

9 In January 2018, the committee agreed
10 to a negotiated redemption which valued the Class V
11 shares in the aggregate at \$21.7 billion. Each holder
12 of Class V stock could opt to receive shares of newly
13 issued Class C common stock valued at \$109 per share
14 or \$109 per share in cash, with the aggregate amount
15 of cash capped at \$9 billion and subject to proration.

16 Large holders of the Class V stock
17 objected to this transaction, and the Company did not
18 believe the stockholders would approve it. Rather
19 than negotiating further with the committee, the
20 Company began negotiating directly with six large
21 holders of Class V stock. While doing so, the Company
22 took steps publicly to prepare for a forced
23 conversion. There is evidence in the record
24 suggesting that the Company engaged in a

1 divide-and-conquer strategy with respect to the
2 stockholder volunteers.

3 After four and a half months, the
4 Company reached agreement with the volunteers on a
5 stockholder-negotiated redemption. That new deal
6 valued the Class V shares in the aggregate at
7 \$23.9 billion and increased the various parameters on
8 the deal components. The committee had not involved
9 itself in those negotiations. After the deal was
10 reached with the stockholders, the Company informed
11 the committee of the terms of that deal. The
12 committee met for an hour and approved it.

13 During a special meeting of the Class
14 V stockholders in December of 2018, the transaction
15 received approval from unaffiliated holders of
16 61 percent of the outstanding Class V shares. The
17 deal closed shortly thereafter.

18 The plaintiffs in this case represent
19 a class of former holders of Class V stock. They
20 asserted claims for breach of fiduciary duty against
21 Mr. Dell, Silver Lake, and members of the board,
22 contending that they violated their duties when
23 negotiating and approving the redemption. According
24 to the plaintiffs, the transaction is not entirely

1 fair.

2 The defendants moved to dismiss the
3 complaint under Rule 12(b)(6). And as I noted, I
4 denied that motion. The parties then proceeded
5 through extensive discovery over approximately two
6 years. In total, plaintiffs' counsel reviewed nearly
7 2.9 million pages of documents and either took or
8 defended 35 depositions. The plaintiffs propounded
9 710 interrogatories and 179 requests for admission.

10 The plaintiffs also pursued
11 third-party discovery, including against Goldman
12 Sachs, which eventually produced documents. Based on
13 that document production, the plaintiffs amended their
14 complaint to add claims for aiding and abetting
15 against Goldman Sachs.

16 In September 2022, after fact and
17 expert discovery had closed, the parties participated
18 in a full-day mediation session before Judge Phillips.
19 That session did not result in a settlement. The
20 parties then got ready for trial.

21 On October 24, 2022, the parties filed
22 a 51-page pretrial order and an initial joint list of
23 trial exhibits that contained 2,887 joint trial
24 exhibits, giving you a sense of how big the record

1 was. The plaintiffs and the defendants filed pretrial
2 briefs and, collectively, they spanned 225 pages,
3 exceeding 44,000 words. According to the pretrial
4 order, there were 17 live witnesses, including three
5 expert witnesses, who were lined up to testify at
6 trial.

7 To my great relief, just before trial,
8 the parties reached an agreement in principle to
9 settle their claims in this litigation. They
10 eventually executed a stipulation of settlement which
11 they submitted on December 22, 2022.

12 Against that background, as discussed,
13 I have already certified a class in this matter and I
14 don't see any need to recertify it. The only issue
15 that I am going to revisit, just for the sake of good
16 order, is adequacy of representation. Under Rule
17 23(a)(4), I determined, when I certified the class,
18 that the plaintiffs' counsel were providing adequate
19 representation, and I think that has certainly
20 continued as the case has unfolded.

21 In terms of adequacy of notice, I find
22 that it was adequately delivered. "Notice by mail,
23 publication or otherwise" has to be distributed to
24 shareholders in the manner that the Court directs.

1 That's from Court of Chancery Rule 23(e).

2 Notice is sufficient if it "contains a
3 description of the lawsuit, the consideration for the
4 settlement, the location and time of the settlement
5 hearing, and informs class members that additional
6 information can be obtained by contacting class
7 counsel." That's from the *Philadelphia Stock Exchange*
8 case.

9 Here, the notice adequately described
10 all of those terms. It also adequately described the
11 consideration for the settlement and the other
12 components of required notice. And as evidenced by an
13 affidavit of Jack Ewashko, the client services
14 director of AB Data, Ltd.'s action administration
15 company, the notice was adequately delivered with
16 literally lots and lots of notices going out, plus
17 publication through *PR Newswire*.

18 So I find that the notice was
19 adequately delivered and provided constitutionally
20 compliant notice to the Company's stockholders.

21 In terms of the merits of the
22 settlement, my job is to attempt to evaluate the
23 "give" and the "get" by considering the nature of the
24 claims, the possible defenses thereto, the legal and

1 factual circumstances of the case, and then to
2 determine whether the settlement falls within a range
3 of reasonableness. That's a paraphrase from the
4 *Philadelphia Stock Exchange* case.

5 The plaintiffs' claims here were
6 relatively strong for a case of this nature. As
7 already noted, they survived a motion to dismiss that
8 included a lot of detailed analysis. And they were
9 also relatively strong because the transaction would
10 have implicated the entire fairness standard.

11 That said, there were major challenges
12 to the claims. The plaintiffs have pointed out, and
13 we certainly all know, entire fairness is not
14 something that automatically results in a win for the
15 plaintiffs. There have been many entire fairness
16 cases at this point where the defendants have won.
17 And at various times, I've cited literature on that
18 that shows that entire fairness is not
19 outcome-determinative.

20 There were also real questions about
21 damages, how to approach a damages calculation, and
22 what a reasonable range of damages would be.
23 Plaintiffs' counsel has identified some of those
24 hurdles, but I think it's quite clear that there were

1 real questions about where the damages figure would
2 end up, and that while the plaintiffs had identified a
3 headline number in the vicinity of 10 billion, they
4 would have had to run the table on all issues to get
5 that number. Not only that, but they undoubtedly
6 would have had to defend that number on appeal. And
7 we all know that post-trial judgments in this court
8 don't always survive appeal. So there was clearly
9 risk for the plaintiffs even if they prevailed at the
10 trial level.

11 The settlement consideration consists
12 of a \$1 billion cash payment. It roughly equates to
13 the incremental value of the \$125 per share offer that
14 the committee had made, which was rejected, and which
15 was not disclosed in the materials associated with the
16 transaction. It reflects a recovery well above DVMT's
17 market price at any time that the stock traded. It
18 represents more than triple the dollar amount of the
19 largest stockholder-level settlement ever in this
20 court. And it is easily the largest class recovery in
21 this court's history.

22 As counsel indicated, one measure to
23 evaluate the strength of a settlement is to look at
24 the "get" as a percentage of transaction equity value.

1 Counsel was very helpful in providing a table
2 indicating the range of the "get" in both entire
3 fairness and enhanced scrutiny cases. There are
4 certainly a lot of outliers at lower valuation, but I
5 think it's fair to say that 1 to 2 percent of equity
6 value, particularly as the deal sizes get larger, is
7 where things settle out. An exceptional result is at
8 around the 5 percent level, which is where this is.

9 That's in Exhibit 7, if anybody wants
10 to review that. And thank you again for putting that
11 together.

12 I've also considered the range of
13 likely damages recovery. It's always difficult to
14 figure out where that would land without an actual
15 trial and without hearing from the experts, but I'm
16 satisfied that the \$10 billion recovery was a best
17 case scenario which would have been difficult to
18 obtain at the trial level and difficult to defend on
19 appeal. So given those risks, I think that the
20 settlement consideration of \$1 billion represents a
21 substantial fraction of the likely recoverable
22 damages.

23 I've also taken into account that the
24 parties negotiated the settlement at arm's length with

1 the assistance of one of the leading mediators in the
2 country: Judge Layn Phillips.

3 So in short, I think that this is an
4 excellent settlement for everyone involved. It was
5 clearly a hard-fought case. It settled on the eve of
6 trial at a point when people's access to information
7 was at a maximum until the trial had actually started,
8 so everyone knew the most they could possibly know
9 until the volatility of trial began. I have no
10 concern whatsoever about any shirking or people
11 undervaluing their claims or acting without sufficient
12 information.

13 I am therefore more than happy to
14 approve this settlement. And based on the settlement
15 as approved, we can now discuss the attorneys' fee
16 award.

17 ATTORNEY WEINBERGER: Thank you, Your
18 Honor. Let me first say, on behalf of lead plaintiff,
19 Steamfitters, I think I speak on behalf of all
20 parties, thank Your Honor very much for approving the
21 settlement. And although a bit unorthodox, when I was
22 doing introductions before, I had called out my
23 associate, Casimir Szustak. He did a lot of heavy
24 lifting on Exhibit 7. A lot of credit goes to him for

1 putting it together. Obviously, a lot of assistance
2 from all firms and others within my firm, but I did
3 want to specifically call out Mr. Szustak. We
4 affectionately call that chart "the Szustak chart" at
5 Labaton Sucharow.

6 Starting with fees, as Your Honor
7 knows, plaintiff's request is for 28 1/2 percent of
8 the \$1 billion cash settlement fund generated through
9 our prosecution of the case, or \$285 million.
10 \$285 million is a whole lot of money. There's no
11 doubt about that. There is no dancing around that.
12 But the request is based on the fact that we recovered
13 a whole lot of money and took on enormous risk to do
14 so.

15 We recovered more in dollar terms than
16 any stockholder plaintiff has ever recovered for a
17 stockholder class in any state court litigation and by
18 a mile, by many multiples. This case was not *Enron*.
19 This case did not follow a government prosecution.
20 Individual defendants were not sitting in jail cells.

21 And this was not an obvious case *ex*
22 *ante*, Your Honor. There are a number, there are a
23 number of excellent Delaware firms, firms familiar to
24 Your Honor, firms who have gotten some of the largest

1 recoveries in this court, that looked at this case,
2 chose to take a pass, did not file a complaint with
3 one of their clients. Some of the largest members of
4 this class, who are now objectors, are hedge funds
5 that litigate claims in this very court all of the
6 time. None of them stepped up to prosecute this case.
7 Some of them explicitly supported this transaction, in
8 fact, and believed it was a good deal.

9 The litigation was hard. It was very
10 hard. It was sprawling. It was all-consuming. The
11 billion-dollar fund was recovered in this case, Your
12 Honor, because we kept the promise made by Mr. Johnson
13 at the leadership hearing back in March of 2019, over
14 four years ago, that we would devote the financial and
15 human resources necessary to drive this case deep
16 against a group of defendants who, just two years
17 before we filed our case, had taken a case to trial,
18 lost, and gone and had that overturned on appeal,
19 showed that they were not afraid to go to the
20 mattresses.

21 Under *Sugarland*, the benefit conferred
22 is what's most important. The fee we're seeking is
23 for conferring the biggest benefit in dollar terms
24 ever conferred on a class in any state court.

1 If I could start with the percentage
2 that we are seeking, the 28 1/2 percent, as we say in
3 our papers, it is conservative under the precedent.
4 We cite eve-of-trial fee awards. We cite all the
5 precedents going back to *TeleCorp.*, all of those cases
6 say that something along the lines of 30 percent all
7 in or more is within the range of fairness for an
8 eve-of-trial settlement. *Mindbody* is the most recent
9 settlement, eve-of-trial settlement, rather.
10 Chancellor McCormick awarded 30 percent net of
11 expenses, approximately 32 percent on an all-in basis.

12 I think it's also important to think
13 about fees in this court below 28 1/2 percent. In
14 particular, as sort of a bookend, I think about the
15 many 25 percent cases in this court. I think about
16 25 percent cases of Your Honor's, cases like *PLX*,
17 cases like *Del Monte*.

18 There was discussion in the settlement
19 with respect to -- during the settlement presentation
20 about *Presidio*. The same week we signed the
21 settlement term sheet in this action, Your Honor, Your
22 Honor awarded fees in *Presidio*, which, as
23 Mr. Hendershot explained, had the language considered
24 in negotiating the release. There, the award was

1 25 percent plus expenses, closer to 26 percent all-in.
2 Plaintiffs' counsel there took four fact depositions.
3 Plaintiffs were far along in document discovery but
4 not even halfway done with deposition discovery. No
5 reports. No expert depositions. I looked at the
6 docket in that case yesterday and noted that
7 plaintiffs did not have a trial date in that case.

8 That is vastly different from a case
9 that settles on the eve of trial, like this one. I
10 think those differences underpin why the court has
11 historically awarded 30 percent or more. I'd like to
12 walk through some of those differences. Some of them
13 are very obvious and should be obvious to anyone.

14 First is just the sheer amount of
15 work. There's exponentially more work involved in
16 pushing a case two or three weeks out from trial.
17 Your Honor in the settlement ruling noted the 32 fact
18 depositions we took here, two expert depositions. We
19 defended another two depositions, one of lead
20 plaintiff, one of Mr. Sacks. Expert work and
21 discovery was an absolute bear. Pretrial briefing.
22 Trial prep. Your Honor alluded to the five-day trial
23 that was set to commence at the beginning of December
24 when we were to have 17 live fact witnesses. It was

1 quite a trick preparing for that trial, trying to
2 figure out how we were going to efficiently and
3 effectively put on our case where we realistically
4 expected that experts could take up two days of that
5 trial.

6 The second -- and I think this is
7 obvious, too -- material difference between a
8 25 percent earlier settlement and an eve-of-trial
9 settlement is cost. Things you might not even think
10 of. 34 depositions or 35 depositions, videotaped.
11 Discovery is very expensive. Expert work is
12 incredibly expensive. We had approximately \$3 1/2
13 million in out-of-pocket costs relating to experts.
14 Over \$4 million in out-of-pocket expenses.

15 Your Honor practiced, ran a law firm.
16 I know Your Honor appreciates what it means for a law
17 firm to finance litigation of that magnitude
18 out-of-pocket. I'm not sure everyone recognizes. I'm
19 not sure hedge funds and law professors recognize that
20 Treasury and the IRS treats a law firm differently
21 from basically every other business in America. Those
22 expenses are not tax deductible. They're treated as
23 advance client costs. We have to generate \$4 million
24 in income, really more than \$4 million in income,

1 given taxes, just to essentially break even.

2 The third difference, and this is the
3 most important difference, and I think what animates
4 the increasing percentages that this court awards the
5 closer you get to trial and then ultimately at trial,
6 the difference is risk. Contingency risk goes up, not
7 down, the deeper you take the case.

8 With all due respect to *Amici*, who
9 claim that every case past a motion to dismiss is in
10 the money, they have not actually litigated any of
11 these cases, Your Honor. Nor have the professors
12 studied litigation in the court, as one of the *Amici*
13 admitted to her counsel just a few weeks ago on
14 Twitter, where she said Delaware cases are different
15 and not part of our study. They are different.

16 As Your Honor knows, the folks who
17 actually litigate these cases in this court know, the
18 deeper you take the case, the riskier it becomes. The
19 deeper you take the case, the more likely it is you
20 are going to have to try your case, which is, of
21 course, the riskiest thing you can do in litigation
22 and I think why the court awards 33 percent for trial
23 recoveries, including post-trial settlements. Trial
24 is that risky.

1 This is not federal court, where few,
2 if any, cases are tried. We looked up some of the
3 statistics. I think it was in the *Amici's* article.
4 The article said 19 total trials have occurred since
5 1997 in federal securities cases. The Twitter trial
6 just occurred, so I believe that's 20 since 1997. Two
7 in the last decades.

8 In the eight-month span between July
9 of last year and February of this year, my office
10 tried three cases in this court: *Columbia Pipeline* in
11 front of Your Honor. *Straight Path* was an 11-day
12 trial in Georgetown that my partner Mark Richardson
13 tried. That was -- the second of the last six days
14 would have overlapped with this trial had we not
15 settled it. And obviously, *Sears Hometown* in this
16 court as well. All of the plaintiffs' firms who
17 actually litigate their cases have tried just as many
18 cases, if not more, in that same time period.

19 Where we take our cases deep, as we
20 did here, we are taking on the risk that we will
21 actually have to try our case and risk total loss.
22 And that additional risk, in my mind, is why a fee
23 award closer to 30 percent makes so much sense.

24 And I can even go further. And just

1 speaking about contingency risk generally in the deep
2 cases and the risks specific to this case, one of the
3 biggest risks that, again, nonpractitioners I think do
4 not understand, expert discovery. Expert discovery is
5 inherently risky. You serve an expert report, and you
6 take a big risk.

7 Almost invariably, leaving aside your
8 theories in general, there are almost always issues
9 with the expert report. You take an even bigger risk,
10 you take an even bigger risk letting your expert sit
11 for a deposition, as we did here, under a full day of
12 skilled cross-examination by an experienced
13 practitioner. I don't care how many days you spend
14 prepping your expert.

15 And in Mr. Sacks' opinion, I think
16 Your Honor alluded to it, there were a lot of threads
17 to pull at in that opinion. There were assumptions
18 that by the time we served the expert report in this
19 case were on appeal in *Boardwalk*, specifically,
20 minority discount and whether the principles from
21 *Cavalier Oil* would apply in a class case.

22 I think if you're thinking about it in
23 terms of metaphors, Your Honor, in sports metaphors, I
24 don't know if Your Honor is a boxing fan -- growing up

1 in West Virginia, we watched a lot of boxing. A
2 championship fight is 12 rounds. The final two
3 rounds, Rounds 11 and 12, they are what are called the
4 championship rounds. They're the hardest rounds.
5 They are the rounds that often determine the outcome
6 of the fight. They're the rounds where the fighter
7 who has dominated throughout the fight, who is ahead
8 on the judges' score cards, can very easily find
9 himself or herself knocked out. In litigation, expert
10 discovery is the 11th round. We went all the way
11 through the 11th round here.

12 And, you know, I'll shout out to one
13 of my esteemed colleagues, Will Sears at Quinn
14 Emanuel, who took what I think was probably the most
15 effective deposition of Professor Hubbard that I have
16 seen. I think I did a pretty good job deposing
17 Dr. Blouin, defendants' tax expert. But *ex ante* is
18 what matters. We didn't know that expert discovery
19 was going to turn out that way. We didn't know we
20 would be in such a strong position by the time expert
21 discovery concluded.

22 I would also highlight, Your Honor,
23 some other risks in this case that we took on *ex ante*.
24 The first, I think the Court recognizes that in the

1 overwhelming majority of cases, insurance, insurance
2 funds a settlement. Defendants rarely, if ever, pay
3 out of pocket. Settling here requires a \$1 billion
4 payment. I have never seen a \$1 billion insurance
5 tower in my life. I have not been practicing for 40
6 years. I've been practicing for 15 years. I have not
7 seen one. I don't think I've ever seen a half a
8 billion dollar insurance tower. So you think about
9 that right off the bat. We took on this case knowing
10 the most obvious source of a settlement payment likely
11 was not there.

12 I mentioned earlier, Your Honor, that
13 the same defendants, the same primary defendants,
14 Michael Dell, Egon Durban, and Silver Lake, proved in
15 2016 that they were not afraid to take a case to trial
16 and lose. I think there is an illusion or a myth by
17 inexperienced lawyers and nonpractitioners that cases
18 get tried in this court and other courts because
19 plaintiffs' counsel are cowboys. I think a lot of
20 cases get tried because defendants don't think they'll
21 lose, or they think that if they lose, they'll get the
22 judgment overturned on appeal.

23 I think there is a belief that
24 plaintiffs in Delaware are unlikely to be able to

1 prove damages in most any case. And this litigation
2 is not like, for example, the *Fox-Dominion* case that
3 settled yesterday. There was not a massive risk on
4 defendants of an inflamed jury or a runaway jury.
5 This is an experienced court, and these defendants had
6 experience in this court.

7 The last point, and I don't know if
8 this is a subtle point or an obvious point, the sheer
9 size and nature of this case made it more risky, not
10 less risky. Leave aside the insurance funding. A
11 settlement in this case would mean that Michael Dell
12 and Egon Durban, who are not Dennis Kozlowski or
13 Jeffrey Skilling or Bernie Ebbers, they're not
14 criminals, these are people who are highly respected
15 around the world, to settle this case, they would have
16 to take on the moniker of having paid the largest
17 settlement ever in this court.

18 Court of Chancery cases do not settle
19 for seven figures. There have only been a few cases
20 in this case -- not seven figures, Your Honor, ten
21 figures. There have been only a few cases in the
22 history of this court that have even settled for nine
23 figures.

24 Our assumption was that defendants

1 would have no interest in settling this case. And
2 indeed, as we say in our papers, we had no settlement
3 discussions in this case, none, before fact and expert
4 discovery closed. And we mediated in front of Layn
5 Phillips, who was assisted by Greg Danilow.

6 I would never break mediation
7 privilege, but what I will tell you is that the
8 takeaway from that mediation was that we were going to
9 try this case. This was not a case that, following
10 mediation, got on the settlement path. This was not a
11 case where two parallel tracks were set up from
12 September to just before trial. We thought we were
13 going to trial, and that is what we focused on and
14 singularly focused on: getting this case trial-ready.

15 On a *Lodestar* cross-check, our implied
16 hourly rate is under \$6,000 an hour. I was playing
17 with some of the numbers yesterday. If you remove all
18 the staff, paralegal, staff attorneys, contract
19 attorney time, the implied hourly would still be below
20 \$7,000 an hour, which is well within the range here.

21 Our five firms collectively devoted
22 over 50,000 hours to litigating this case. Because
23 the objectors have said efficiency concern is acute, I
24 do want to be very clear about this. We didn't have

1 the luxury in this case of litigating inefficiently.
2 There was too much to do and too many lawyers on the
3 other side, not enough time, frankly.

4 And at the same time, as we alluded to
5 in the papers, and this is the purpose of Mr. Little's
6 affidavit and the incentive award we are seeking, we
7 were put through the paces here. We were absolutely
8 put through the paces on plaintiff's discovery to a
9 degree that I have never seen before.

10 I'm not going to call out individual
11 lawyers. We have resolved this case. But there was a
12 lawyer on this case whose sole work in this case
13 consisted of taking plaintiff -- taking discovery on
14 the plaintiff. This was a weekly thing for well over
15 a year, at times a daily thing. I have not been,
16 myself, so personally involved in plaintiff's
17 discovery since I was a young associate at Grant &
18 Eisenhofer, frankly.

19 And this was a true team collective
20 effort. I know the court disfavors the large
21 settlement structures -- large leadership structures,
22 rather. And I give my co-counsel at Quinn Emanuel a
23 lot of credit here because they have a lot of
24 experience from antitrust and other cases dealing with

1 very large counsel teams. We acted as lead. We
2 thoughtfully acted as lead. Took on the lion's share
3 of responsibility but also assigned real lifting to
4 all of the additional counsel firms. We were very
5 thoughtful about it. Firms were charged with being
6 essentially subject matter experts in particular areas
7 of the case. Every firm in this case took a
8 deposition. Every firm in this case took multiple
9 depositions, Your Honor.

10 If you -- and if you break -- another
11 way of thinking about the hours, if you sort of broke
12 it down by firm, three, four years of litigation, I
13 think my firm had about 18,000 hours. If you consider
14 a person year to be about 2,000 hours -- I think it's
15 more than that. I think most associates and other
16 lawyers will tell you it's more than 2,000 hours --
17 that 18,000 hours is about three full-time attorneys
18 for three years. The other firms who had 12,000 or
19 fewer hours, it's about two full-time attorneys or
20 fewer. Essential to getting the result in this case
21 that we achieved.

22 THE COURT: That's the math I was
23 doing. So your 50,000-hour number, you said that was
24 excluding staff and contract folks?

1 ATTORNEY WEINBERGER: No, Your Honor.
2 That is inclusive of staff and contract folks, Your
3 Honor.

4 THE COURT: 50,000 is all-in.

5 ATTORNEY WEINBERGER: It's all-in.

6 THE COURT: Because even if you just
7 take that, that's like 25 people basically full time,
8 but then you divide it by the number of years. And so
9 it was what, you said three or four years?

10 ATTORNEY WEINBERGER: Three to four
11 years. Yes, Your Honor.

12 THE COURT: How much -- I mean you
13 didn't ramp up for that until after the motion to
14 dismiss, though. Yeah? You weren't fully deployed
15 until after you got past the motion?

16 ATTORNEY WEINBERGER: That's
17 absolutely right, Your Honor. A much smaller team at
18 my firm and I know at the other firms. I think it was
19 largely myself and an associate who were working on
20 the complaint and who were working on the brief in
21 opposition to the motion to dismiss and also preparing
22 for argument in the case.

23 THE COURT: So basically, we're
24 talking two and a half years between June 2020 and

1 December 2022 when you guys were fully engaged.

2 ATTORNEY WEINBERGER: That's right,
3 Your Honor. That's right, Your Honor. And Your Honor
4 alluded to how large the record is here, how much
5 document review there was to do, how many depositions
6 there were to take. And all the firms here had real
7 trial responsibilities, had real responsibilities with
8 respect to the pretrial brief. There was just a lot
9 to do factually and on the expert front in this case.

10 I do want to briefly touch on the
11 objectors' submission and *Amici's* submission as well.

12 The premise of objectors' objection is
13 that awarding 28 1/2 percent of the common fund would
14 set a dangerous precedent. That is what they call it:
15 a dangerous precedent. As I alluded to before, our
16 request is based on the precedent. Our request is
17 based on *Sugarland*, is based on *Southern Peru* or
18 *Americas Mining* and other decisions of this court that
19 faithfully apply those rulings. Every time this court
20 has been asked to cut the fee because it's big,
21 irrespective of the work plaintiffs' counsel did, the
22 court has rightfully shot that down, I believe.

23 I think this goes without saying.
24 There needs to be something actually objectionable

1 under the law about our fee request for an objection
2 to be sustained. Calling the fee massive or enormous
3 doesn't make it objectionable. And I think that's
4 what then-Chancellor Strine is getting at in colloquy
5 with counsel at the *Southern Peru* post-trial -- fee
6 hearing, rather.

7 Respectfully, there has to be some
8 principled basis to cut our fee. Did we fail to
9 timely prosecute our case, like in *Southern Peru*? Of
10 course not. Is our implied hourly rate outside the
11 range of reasonableness? Not even close. Is our
12 lodestar multiplier too high? No. Did we piggyback?
13 Is this a shared-credit scenario? The court
14 recognizes many shared-credit scenarios, bump cases.
15 Not even close. Was the case simple? No.

16 And some of the objectors -- and I
17 don't want to criticize members of our class -- some
18 of the objectors made our case that much harder. We
19 did not take affirmative discovery on the stockholder
20 volunteers. Defendants took -- we made a
21 determination we would not take discovery on class
22 members. Defendants took discovery on the stockholder
23 volunteers in support of their defenses, not our case.

24 Is 28 1/2 percent out of line with

1 what our clients negotiated at arm's length? No.
2 Unlike the objectors here, each firm, each plaintiff
3 firm -- and this was particularly important to me as
4 Delaware counsel -- we made a determination
5 immediately, we are putting in affidavits, we are
6 swearing under oath as to our fee arrangements with
7 our clients.

8 And the *in camera* submission, Your
9 Honor, which we emailed to Chambers -- and we thank
10 Kristie for accommodating us -- we included a
11 spreadsheet. Labaton included a spreadsheet of nearly
12 400 engagements so you could analyze, cut, slice up,
13 dice up, however you want to do it, our arrangement or
14 our fee agreements.

15 Unless I'm mistaken, only one objector
16 provided Your Honor with a sample engagement letter,
17 and it was only one single engagement letter. Most of
18 those objectors -- many of those objectors, rather, as
19 I mentioned before, are professional litigants. Most
20 file cases in this court. Why didn't they submit
21 their retainers? I think the silence speaks volumes.

22 I frankly would be interested in
23 seeing Mr. Brauerman's retainer, which I know was not
24 submitted to Your Honor.

1 What about the fees objectors charge
2 their clients? You'll note in their opening papers,
3 objectors say that as the largest members of the
4 class, they effectively speak for it. And then Your
5 Honor asked some very good, thoughtful questions about
6 the fees they charge their clients. And objectors
7 say, well, we're just a small number of class members.
8 Our arrangements with our clients aren't really
9 relevant to the Court's inquiry here.

10 Of course, the 2-and-20 fee structures
11 are relevant. And to me, they are especially relevant
12 given what I said before. A number of these funds are
13 professional litigants. A number of these funds'
14 investment thesis is litigation, appraisal,
15 arbitration. Some of these funds charge their clients
16 2-and-20 to take a position in a company pre-close and
17 file a lawsuit. 2-and-20 is vastly more expensive
18 than the 28 1/2 percent that we are seeking here, as
19 we calculated for Your Honor in footnote 81 of our
20 reply.

21 There are other differences that were
22 not highlighted by objectors either. I looked at
23 those Form ADVs that were attached as Exhibit Q to
24 their submission. Most of these funds get full

1 reimbursement of their expenses. But 2 percent
2 doesn't go to paying the expenses of the funds. They
3 get reimbursement of expenses of the fund.

4 And what I really wonder, what I
5 really wonder, Your Honor, is how many of these
6 objectors take a performance fee on the class recovery
7 even though they've done nothing here to generate this
8 result, could have but did nothing in advance of it,
9 and arguably made the result here more difficult.

10 I assume that to the extent
11 Mr. Brauerman takes the podium here and argues, he
12 won't be able to answer which, if any, of these funds
13 collect a performance fee on the class recovery here.

14 As for the professors' submission, I'm
15 not a big fan of puns, but I'll make one here. They
16 are speaking out of school. The professors are
17 speaking out of school. They admit they have not
18 studied litigation in this court.

19 They compare a supposed empirical
20 model from federal court to a theoretical model in
21 academic literature. To my mind, neither of those
22 things is relevant. What is relevant is the empirical
23 evidence in this very experienced Delaware Court of
24 Chancery. The system in Delaware works. And the

1 *Amici*, respectfully, would not know that because they
2 have not researched this system.

3 We have a clear incentive system, Your
4 Honor, one that rewards counsel for actually
5 litigating cases. We know what is expected of us. We
6 learned about a decade ago in a series of decisions
7 before Your Honor and Chancellor Bouchard and others.
8 We know what is expected of us. We have a clear
9 incentive system, one that rewards counsel for
10 actually litigating cases, devoting substantial
11 resources to the cases, and taking the cases deep, as
12 we did.

13 Some of the best empirical evidence,
14 Your Honor, the Szustak chart, Exhibit 7 to our brief,
15 the settlements listed in Exhibit 7, the chart, in
16 particular post-*Trulia* settlements, the post-*C&J*
17 settlements. When I started out, the only -- we moved
18 to expedite in every single case, and that was the
19 litigation we did. And for a while, I think folks
20 understood what the incentives were. And as alluded
21 to before, following a series of decisions --

22 THE COURT: They weren't good ones.
23 Let's just leave it at that.

24 ATTORNEY WEINBERGER: Okay. And the

1 last bit of empirical evidence, Your Honor, this
2 settlement, this settlement, this \$1 billion
3 settlement is proof that our well-established Delaware
4 system works. *Sugarland* and decisions faithfully
5 applying it provide our firms the clear incentives to
6 devote the financial and human resources necessary to
7 push a case like this to the brink of trial.

8 As I said before, I think the firms
9 Your Honor sees frequently, the firms who actually
10 generate the cash recoveries in this court, understand
11 that. There is no reason to change our system, Your
12 Honor. Changing would be terrible for stockholders.
13 And, in any event, our Supreme Court would have to
14 change it. Because what these professors are
15 proposing here, I would respectfully submit, runs
16 completely afoul of *Sugarland* and *Americas Mining*.

17 On the incentive award, Your Honor,
18 just briefly, no class member has objected to it. If
19 awarded, it will come out of any award of attorneys'
20 fees here. We are asking for \$50,000 for
21 Steamfitters. And this is not for Mr. Little
22 personally, who retired at the end of last year
23 following years of service to Steamfitters. This goes
24 to the fund and would be invested on behalf of the

1 beneficiaries of Steamfitters 449.

2 I think it's, frankly, modest in light
3 of the benefits conferred here and what Steamfitters
4 and its chairman, specifically Mr. Little, had to go
5 through in this case.

6 Steamfitters, as I alluded to before,
7 got absolutely pummeled. And the determination was,
8 we're not going to go to the Court and complain.
9 We're not going to risk having our affirmative
10 discovery cut off in some way based on a ruling as to
11 the lead plaintiff. And, frankly, Mr. Little and
12 Steamfitters embraced the challenge. We are the lead
13 plaintiff. We are not going to be scared away by what
14 were obviously harassing tactics, by what was
15 obviously a harassing deposition. And Mr. Little, by
16 the time of the deposition -- we prepped him for three
17 days -- he was eager to sit in the chair, frankly. He
18 was eager to sit in the chair.

19 We considered seeking a greater award.
20 Steamfitters took this case not expecting anything
21 other than its pro rata share of any class recovery.

22 THE COURT: Tell me how you did come
23 up with the number.

24 ATTORNEY WEINBERGER: So in *Voigt v.*

1 *Metcalf*, Your Honor, I believe the request was for 5
2 or \$10,000, and Your Honor had suggested just -- had
3 suggested an amount substantially in excess of that
4 would be something --

5 THE COURT: I wouldn't do it. I mean,
6 I don't know if that was the case, but the idea that
7 if somebody asked me to go through what people put
8 plaintiffs' representatives through for 5 grand, I
9 would tell you, you're crazy. It's nuts.

10 ATTORNEY WEINBERGER: Sure.

11 THE COURT: I don't even know if I'd
12 sit for a one-day deposition with one of these
13 outstanding lawyers for 5,000 bucks. You're just --
14 anyway.

15 So how did you come up with 50? So I
16 agree with you that the 5 that we're giving is
17 basically like, you know, a nice pat on the back. It
18 doesn't really offset. But how did you get to 50?

19 ATTORNEY WEINBERGER: Your Honor, I
20 can't say there is a perfect science behind it. We
21 also thought about the largest or larger incentive
22 awards Your Honor has awarded. *Chen v.*
23 *Howard-Anderson* was a million dollars.

24 THE COURT: That guy was completely in

1 the mix. He was part of the team.

2 But, I mean, look, part of -- there's
3 schizophrenic case law on this. There's case law
4 that's very antifee awards or incentive awards.

5 So part of what I always think about
6 is, how do you show or explain why the number is
7 warranted. Because the belief in some of these very
8 negative cases seems to be that this is essentially a
9 way for the plaintiff to extract incremental value on
10 the side.

11 And I thought that Vice Chancellor
12 Glasscock had a good explanation, that really what
13 this is doing is it is ensuring that the named
14 plaintiff doesn't receive less than everybody else,
15 because they're also putting in all this otherwise
16 unfunded, uncompensated time and effort that detracts
17 from their share of the recovery. So really, all
18 you're trying to do is bring them up so that they're
19 not harmed relative to the class that they've
20 represented. I think that's a helpful way to think of
21 it.

22 But then the next question is, okay,
23 well, how do you figure that out? And so that's why
24 I'm asking how you got to the 50.

1 ATTORNEY WEINBERGER: Well, and Your
2 Honor, I'll probably make some concessions as I go.
3 One way of sort of figuring out would be for your
4 client to keep his or her hours. Joe Little did not
5 do that here. As I said before, we pursued this case
6 with -- never even discussed the notion of an
7 incentive award until we actually got this large
8 recovery.

9 You know, we said, what, three to four
10 years litigation. I'm probably not good enough at
11 math to kind of rough that out. If you assume that
12 Mr. Little is spending, I don't know, let's say 48
13 weeks out of the year for two or three years, he's
14 spending, I don't know, 10 to 20 hours, something like
15 that, on phone calls, going through interrogatory
16 responses, reading emails to him about supposed
17 spoliation that occurred at Steamfitters'
18 administrator -- we took other people's time too that
19 was not -- we did not reference in the affidavit.

20 The board of trustees of Steamfitters,
21 these are people with day jobs, people who run a
22 union, pipefitters. At one point we were told that we
23 had to collect -- and I'm blanking on his name right
24 now -- one of the trustees, image his computer because

1 he was the business manager of Steamfitters. And then
2 we point out, no, he's the business manager of the
3 union. He does not actually have any business
4 responsibilities with respect to Steamfitters'
5 investments.

6 And the response we got was, just like
7 you told us, let's see the hit report. Let's see the
8 hit report. Let's see if he has any nonduplicative
9 documents, and from there, we'll assess whether or not
10 this is reasonable.

11 As we explained in our papers,
12 Steamfitters delegates to experts. They hire experts
13 to litigate their cases. They delegate to experts the
14 investment function, the voting function.

15 They took this on, as I said before,
16 as a public service. They never expected to be put
17 through the paces like this, and I commend them for
18 doing so.

19 And I wish I had something more
20 scientific for Your Honor. I unfortunately don't. We
21 would respectfully request the Court award the
22 incentive fee.

23 THE COURT: One of the things that you
24 highlighted, one of the firms highlighted -- and,

1 again, thank you again. I know it was a lot of work
2 to pull all of those engagement letters together.
3 Hopefully, if nothing else, it created a dataset that
4 each of you all can use to figure out what you're
5 going to do going forward and how to price things, so
6 maybe there's some positive externalities. But one of
7 the things that was identified were two state pension
8 funds that use decreasing fee structures, essentially,
9 I understood, as a matter of statute.

10 Does that ring a bell with you?

11 ATTORNEY WEINBERGER: That's exactly
12 right, Your Honor.

13 THE COURT: If I wanted to go look at
14 said statute, where would I look? Is it actually in a
15 code section that says that this is what the fund
16 shall use? Is it in a reg somewhere?

17 ATTORNEY WEINBERGER: I'm likely going
18 to look at my colleague, Brendan Sullivan. I believe
19 that is correct. I recall last week, perhaps probably
20 late on Sunday night, some emails with a citation for
21 at least one of the clients for the statutory
22 framework.

23 Brendan, do you know if it is listed
24 in a statute or regulation?

1 ATTORNEY SULLIVAN: Yes, there are two
2 code sections. I don't have them on the top of my
3 head. I'm sure we can get them for Your Honor.

4 ATTORNEY WEINBERGER: Great.

5 THE COURT: Then this is an
6 underinformed question. I feel underinformed. You're
7 asking for 28 percent all-in, or are you asking for
8 expenses off the top, 20 percent of the leftover?

9 ATTORNEY WEINBERGER: 28 1/2 percent
10 all-in.

11 THE COURT: 28 1/2 percent all-in.

12 ATTORNEY WEINBERGER: There is no
13 separate expense request, Your Honor.

14 THE COURT: That's what I thought.
15 I've gone back and forth over this with some of your
16 colleagues about whether that's really the way to do
17 it or whether the expenses ought to be viewed as a
18 shared expense of the class and then you look at the
19 net, it's basically the net get, and then you guys
20 would get your fee calculated on the net get.

21 So anyway, I just wanted to make sure
22 which path we were going.

23 The liaison counsel fees, this was
24 something that was in the professors' article. I

1 thought it was interesting. I wanted to know. It
2 looks like there were two liaison counsel fees, like
3 10 percent cuts, basically, for interacting with the
4 client. I guess I'll hear from the professors what
5 they think is the problem or the harm there.

6 What do you understand to be going on,
7 and why do you think it's a warranted practice, or
8 what is your spin on the whole situation?

9 ATTORNEY WEINBERGER: Sure, Your
10 Honor. So as I understand the scenario, yeah, two
11 firms effectively acting as additional or liaison
12 counsel to two additional firms who represented
13 stockholders of DVMT who filed the initial complaint
14 with Steamfitters, who supported Steamfitters'
15 leadership application, but who ultimately were not
16 given a formal role in this litigation.

17 Had any of those plaintiffs been
18 actual named plaintiffs in the consolidated
19 litigation, you would have seen at least Mr. Kaskela's
20 name on the signature block. Your Honor has approved
21 settlements. I think we talked about *Voigt v. Metcalf*
22 a little while ago. Mr. Kaskela was on the signature
23 block in that case.

24 To the extent anyone bears any

1 responsibility for the world not being aware of
2 Mr. Kaskela or Mr. Fuchs, that would be me. I'll take
3 that responsibility as Delaware counsel. There were
4 additional counsel, two additional plaintiff's
5 counsel.

6 And if I think about it, they earned
7 that money in this case, given that Steamfitters was
8 getting absolutely pummeled here. The goal of the
9 defendants was to get Steamfitters to play uncle -- or
10 not to play uncle, rather, but to say uncle, to give
11 up and to back out of this case.

12 So as I understand it, Mr. Kaskela and
13 Mr. Fuchs were updating the clients. Obviously, they
14 could not share confidential information. But that
15 was the scenario I certainly thought about in the many
16 hours that I was spending with dealing with
17 plaintiff's discovery.

18 The issue in *State Street*, just so
19 Your Honor is clear, there was an undisclosed fee
20 arrangement with the lead plaintiff. There were
21 questions about adequacy of representation, adequacy
22 of that plaintiff, candor to the Court, as to that
23 specific plaintiff and lead counsel. That is not the
24 situation here, Your Honor.

1 We described truthfully, again, very
2 important to me to state under penalty of perjury in
3 an affidavit, there is no undisclosed fee-sharing
4 arrangement at all relating to Steamfitters, who acted
5 more than adequately as a representative for this
6 class.

7 THE COURT: Yeah. I mean, part of my
8 interest is what the problem is and what the evil is
9 that we're trying to solve -- because it wasn't clear
10 to me why this isn't self-policing in that, really,
11 what is happening is the lawyers who are doing the
12 work are getting, or being forced to allocate, or
13 however you want to describe it, some percentage of
14 the fee that is ultimately justified as a fair fee, to
15 these liaison counsel players. But it doesn't strike
16 me that it's increasing the burden on the class. It
17 doesn't strike me that it is channeling additional
18 compensation to you folks. But, clearly, there's some
19 reason that people are concerned and worried about
20 this.

21 ATTORNEY WEINBERGER: Sure, Your
22 Honor. And I 100 percent agree with Your Honor's
23 assessment. The benefit conferred is what the fee is
24 based on. We don't have the lodestar system in

1 Delaware. And if you can think about it, had we
2 submitted Mr. Kaskela's affidavit or Mr. Fuchs'
3 affidavit, I'm sure we'd be accused by objectors of
4 trying to cram-down our implied hourly rate or the
5 lodestar multiplier in this case.

6 But I agree with Your Honor. I mean,
7 I think there are many who disagree with many aspects
8 of Judge Wolf's decision in *State Street*, given my
9 understanding. Is Massachusetts in the Third Circuit
10 or Fourth Circuit?

11 THE COURT: First.

12 ATTORNEY WEINBERGER: In the First
13 Circuit.

14 THE COURT: That's all right. You're
15 a Delaware guy.

16 ATTORNEY WEINBERGER: Just like the
17 *Amici* haven't studied Delaware litigation, I have not
18 extensively studied federal litigation, other than
19 reading many articles and talking with my colleagues
20 about practice in federal court.

21 But, yes, I think that is a hotly
22 debated opinion why that would at all affect the fees
23 awarded in that case, which I think -- my
24 understanding is that was a common fund, common

1 benefit jurisdiction, just like ours, for fee award
2 purposes.

3 THE COURT: So let me ask you another
4 awkward question. I do view hours as primarily a
5 cross-check. We don't do the lodestar. But part of
6 reason I like that is because I don't have to approach
7 with skepticism the hourly amounts that are claimed or
8 things of that sort. You often hear people say that
9 these hours, some of these hours, at least, are
10 inflated or whatever.

11 What can you say to me about the
12 reliability of your assertions regarding hours worked?

13 ATTORNEY WEINBERGER: Your Honor,
14 again, they're in an affidavit, swearing under penalty
15 of perjury.

16 I should probably start including this
17 in my affidavit. I noticed it was -- when I was
18 preparing for the argument, I noticed it was included
19 in Mr. Johnson's affidavit. My practice is to go back
20 through all the time entries, all the hours, audit the
21 time. If I see odd hours -- if I see odd hours, I see
22 individuals who were really not sort of contributing
23 substantially in the case, may have just liked picked
24 up a file or something like that, we audit it. I look

1 at -- so I looked through, say, I guess, three-plus
2 years of time in this case, and we had a discussion as
3 counsel about just generally, everybody should review
4 their time. Everyone should audit.

5 Your Honor is not going to remember
6 this, but the first fee hearing I argued in front of
7 Your Honor, Your Honor looked at the affidavit and you
8 said, these hours seem reasonable. Counsel frequently
9 provide me affidavits that look like something from, I
10 think you said an Iowa writers' workshop.

11 THE COURT: Sounds like something I
12 would have said, yes.

13 ATTORNEY WEINBERGER: So before then,
14 especially after then, I have always taken seriously
15 the notion that hours that go in should be defensible,
16 supportable, should be reasonable. I have some
17 understanding of, I think -- or at one point had some
18 understanding of sort of, I guess you could say, back
19 of the envelope, how many hours went on the defense
20 side, which I think is a good proxy. 50,000 hours is
21 what it took to litigate this case, Your Honor.

22 THE COURT: Okay. Anything else you
23 want to tell me?

24 ATTORNEY WEINBERGER: Unless Your

1 Honor has any questions, I will sit down.

2 THE COURT: Okay.

3 Who is going to speak for the
4 objectors, if anyone?

5 So before we do it, since we've gone
6 for some time, why don't we just take 10 minutes, and
7 then we'll come back, and you guys can resume.

8 All right?

9 So we'll stand up and recess for 10
10 minutes.

11 (A brief recess was taken.)

12 THE COURT: Welcome back, everyone.
13 Please take your seats.

14 Mr. Brauerman.

15 ATTORNEY BRAUERMAN: Thank you, Your
16 Honor. And let me begin by thanking the Court for
17 hearing our objection and then giving us the
18 opportunity to speak briefly today.

19 Before I begin substantively, I just
20 want to emphasize that I represent and I'm speaking on
21 behalf only of Pentwater Capital Management. I do not
22 represent any of the other objectors. We are
23 certainly happy to have their support, but my client
24 is Pentwater Capital Management.

1 And to that end, my client submitted
2 for *in camera* full disclosure of our management and
3 performance fees in response to Your Honor's question,
4 notwithstanding our view that that didn't necessarily
5 make for an apples-to-apples comparison, as well as an
6 engagement letter that we had negotiated when we
7 served as lead plaintiff that did have cap fees in the
8 percentages, and one which we believe is more
9 appropriate to award here, and which we believe is
10 more appropriate in those mega cases. I just wanted
11 to make sure that it's understood that all my comments
12 are solely on behalf of Pentwater Capital Management.

13 I want to start with the point that
14 there were various characterizations of our
15 characterization of the settlement as unimpressive or
16 not a big deal in the reply. And I just want to --
17 because I thought we were careful, more careful than
18 that in our papers, with the words we chose.
19 Certainly, and I think it's been stated several times
20 today, this is the largest settlement that's been
21 achieved in this court. So I think it would be
22 credibility-killing for us to come in and call that
23 unimpressive, and I don't believe we did that.

24 Indeed, what I said was we were

1 concerned that there is a risk that the settlement did
2 not fully compensate the settlement -- the plaintiff
3 class for the damages it suffered. And while there is
4 some inherent degree of unknowability in a settlement,
5 when you have a settlement range from 400 million on
6 one end to 10.7 billion on the other extreme, with a
7 settlement in the \$1 billion range, which, while still
8 significant, leaves potentially a \$9.7 million gap
9 that plaintiffs -- from an argument that plaintiffs,
10 subject to Rule 11 submitted to this Court as a
11 plausible outcome. And the point we were simply
12 making is that does leave a lot of potential room for
13 the class to be uncompensated or damaged in that
14 regard. And that's what makes the large fee request
15 here all the more concerning.

16 The second point I wanted to make is
17 we are applying the *Sugarland* factors through our
18 objection. We are not urging the Court to
19 dramatically change Delaware law or depart from the
20 standards that are well known to everyone. We're
21 merely pointing out that there are additional
22 considerations that we respectfully submit the Court
23 ought to undertake in a large settlement case. And
24 that's because the size of the fund changes the

1 analysis somewhat, given that the percentages are so
2 large. And that is particularly highlighted in the
3 federal securities cases that we pointed out.

4 My friends have made a point that this
5 is different for -- that these cases are different in
6 Delaware and this case is different in Delaware. And
7 for that reason, there is no Delaware analogue that is
8 precisely informative. And so we do think the federal
9 courts, which have had dramatic experience hearing
10 just these arguments, that these large fees will --
11 reducing a large fee simply because it's a large fee
12 will disincentivize plaintiff shareholders. We think
13 the quote that we provided from the Second Circuit
14 highlights that. If this is punishing a plaintiff's
15 counsel, that the court expects there will be many
16 plaintiffs' counsel lining up to be punished.

17 I suspect there are no shortage of
18 plaintiffs' counsel who would happily exchange places
19 with the plaintiff's class counsel here, regardless of
20 what award the Court applies. And so in applying
21 *Sugarland*, we're simply comparing the fees sought to
22 the benefit conferred.

23 I will note that there was some
24 *ex ante* value to this case. There was a leadership

1 fight. That's what resulted in the leadership
2 structure that is in place here. And so I don't think
3 this was a completely unknown -- or a case that no one
4 wanted to take but only these plaintiffs took and,
5 therefore, they should get additional risk.

6 I'll note that Mr. Weinberger admitted
7 that they entered into the settlement after expert
8 discovery, which went extraordinarily well for them.
9 So I think there may be some different views of how to
10 weigh the risk at the time of the settlement and at
11 the time the case was taken. Of course, I certainly
12 recognize those arguments can cut both ways, and
13 that's why these types of analyses are left to the
14 Court's discretion. And all we're requesting is that
15 the Court consider, in the exercise of its discretion
16 here, that the large fee amount adversely impacts the
17 class, reducing fairly substantially their recovery
18 here.

19 I wanted to speak briefly on the
20 2-and-20 payment. While the objectors collectively
21 constitute 25 percent of the class, this class is made
22 up of a variety of stockholders, some of whom are
23 individuals, some of whom are not professional
24 investment managers, some of whom are mutual funds.

1 So looking at one subset to necessarily extrapolate
2 comparative fee structures I think undermines its
3 reliability. But, nevertheless, we did provide to
4 Your Honor the information.

5 I regret -- and Mr. Weinberger was
6 correct -- I regret I don't know the answer to whether
7 my client charges a performance fee on top of its
8 recovery here, and I'm not going to hazard a guess,
9 but I did want to acknowledge that I don't know the
10 answer.

11 THE COURT: I appreciate it. I mean,
12 just the way the formula works, I bet it works out
13 that way, because it's income into the fund that would
14 then get processed like all the other cash flows. So
15 I think it's probably likely true. But I hear that
16 you don't know the specific answer off the top of your
17 head.

18 ATTORNEY BRAUERMAN: And I thought
19 about conceding that for that very reason, but then I
20 also, in the course of this, reviewed an awful lot of
21 bespoke agreements that carve out various things and
22 impose various hurdles on the earning of performance
23 fees, and I felt it was just more prudent to tell you,
24 as much as I wish I could provide the Court with the

1 information, that I can't.

2 THE COURT: Totally fair. And I
3 thought the idea or the involvement of the hurdle fee
4 was something that, when I was initially thinking
5 about the 2-and-20 dynamic, I hadn't picked up. So it
6 was very helpful to have that pointed out. I thought
7 about -- I guess then I said something in my letter
8 about the components, including a hurdle, but I hadn't
9 thought about how the actual math would work in terms
10 of that aspect. So that was very helpful information.

11 ATTORNEY BRAUERMAN: The final point,
12 Your Honor, is just sort of a policy one. And I just
13 think there is almost no risk, if not actually no
14 risk, of disincentivizing plaintiffs from taking these
15 kinds of cases if the Court were to adopt a fee
16 percentage that is more in line with the mega cases in
17 other jurisdictions that have considered this issue.

18 Unless Your Honor has any questions,
19 we think we laid out the basis for our objection. And
20 since I barely got a seat in the courtroom, I won't
21 overstay my welcome. I appreciate the opportunity to
22 be heard here.

23 THE COURT: Look -- don't go away yet.
24 I'm probably one of the few folks who likes meaningful

1 objectors to show up because you often tell me stuff I
2 didn't know. I've had some objectors that I wasn't
3 happy to see, but I thought you-all were helpful.

4 So just walk through for me how you
5 think the steps work. Because when I'm doing a
6 *Sugarland* fee calculation, I have a sense of what I
7 do, and I start with the benefit conferred. I price
8 that. I look at the stage of the case. I think about
9 where that is. And then I run through the other
10 things, really, as cross-checks to see whether I
11 depart up or down.

12 And what I'm intuiting from your
13 approach is that I would do that, and then at the end,
14 I would apply some form of large fee overlay. A, is
15 that right? Is that how you envision it? And then,
16 B, what happens at that point?

17 Do I then recursively go back through
18 and reevaluate the factors for the reduced fee? Or do
19 I just stop and essentially live in a world where the
20 large fee reduction sort of dominates at the end and I
21 don't recalibrate? Walk me through how step by step,
22 under Pentwater's proposed framework, I should do it.

23 ATTORNEY BRAUERMAN: So because
24 Pentwater did not want to overly intrude, we didn't

1 propose a specific framework, but rather, offered
2 thoughts for consideration.

3 And I will give you my personal
4 response to that question, because I appreciate the
5 Court is looking for a little bit more suggestion than
6 what we offered in our papers.

7 And I'll say this: What the federal
8 courts have done when they've considered it -- and,
9 obviously, it's not precisely *Sugarland*, so I'm going
10 to then import that into *Sugarland* -- I think they
11 look at it throughout. Because the large fee for the
12 mega case comes in in a number of the stages. I think
13 Your Honor outlined it precisely right. You look at
14 the benefit conferred and then you compare it -- and
15 you look at the stage of the case, the work performed,
16 but then you compare that to the amount of fees
17 sought. Not in a vacuum, because the Court doesn't
18 reflexively apply 28 percent or 30 percent because
19 it's near trial and 33 percent post-trial.

20 And, indeed, in *Southern Peru*, which I
21 acknowledge has comparables and is distinguishable on
22 other factors, what the court there said -- and did,
23 in fact, reduce the fee award based on the total size.
24 So it's, I think, not accurate to say this court has

1 never made a mega case reduction.

2 And I apologize. That took me off on
3 a little bit of a tangent, so let me get back to Your
4 Honor's question.

5 I think the way you do it is both
6 within the individual steps, as the mega fee applies,
7 because I do think it impacts -- you know, there is a
8 baseline amount of work that needs to be done on any
9 case, whether it's a \$100,000 case or a billion-dollar
10 case. And, certainly, some cases are more complex,
11 independent, or divorced from the value of the
12 recovery or the value of the claim.

13 And the issues here that plaintiffs's
14 counsel points out that are complex were complex based
15 on the nature of the securities and not the amount of
16 the damages. So those were complexities that they
17 would have had to undertake if this were a smaller
18 transaction. Those complexities exist, had a value,
19 the tracking stock, the challenges that they all had.
20 It doesn't necessarily make sense that because this
21 was a complex scenario that happened in a larger deal,
22 there should be a greater fee award than -- on an
23 absolute value, not on a percentage value -- than
24 there would be in a case that was a smaller deal but

1 had those same complexities. And I think you factor
2 that in in going through *Sugarland*.

3 I think it would be a mistake to go
4 through the *Sugarland* factors, make an adjustment
5 because it is a large case, and stop there. I think
6 that would do a disservice to plaintiff's counsel,
7 quite frankly, and the class, who deserve a more
8 reasoned analysis. Because -- and we're not
9 advocating a bright line. This is a discretionary
10 assessment based on an experienced judicial officer
11 who can factor in what is fair and reasonable, looking
12 into all of those factors.

13 So I think what Your Honor outlined
14 makes sense, to lead through the *Sugarland* factors, to
15 consider in the cross-check section whether the mega
16 fee makes that -- the mega merger size of the -- mega
17 transaction size impacts it, and then readjust as you
18 go through it, even though that may tax the Court's
19 resources a little bit more. I'm always reluctant to
20 ask the Court to do more work, but I think that's the
21 fair and appropriate way to handle it here.

22 THE COURT: So let's think about the
23 reciprocal situation. One of the things that I've
24 talked about from time to time, a decision called

1 *Baker v. Sadiq* springs to mind, I think where it
2 spelled this out most clearly, is you have real
3 incentive problems in small cap cases, because the
4 size of the company isn't large enough such that even
5 a full *Sugarland* stage of the case fee can either
6 support or properly incentivize, from a discounted
7 risk perspective, the type of lawyering that is
8 needed.

9 Is a corollary of your mega case rule
10 that there is also a micro case inflation factor, such
11 that, you know, if Pentwater happens to be in some
12 \$50 million small cap stock deal, that they're going
13 to be happy if, as a basis for taking that case,
14 Mr. Weinberger or some of his colleagues say, look, we
15 actually need 50, 55 percent out of this one, because,
16 otherwise, it's just not even cost-effective, and this
17 is where most of the fiduciary problems are. You
18 don't get the type of A-Team counseling that happens
19 with big-ticket issuers, large cap issuers, when
20 you're in the small cap space. That's where you get a
21 lot of squirrely stuff.

22 So what is your reaction to that?

23 ATTORNEY BRAUERMAN: So I think, one,
24 it is logical to consider that. I think Pentwater is

1 likely to be not happy with more money going to
2 attorneys than to its investors, but I think we would
3 acknowledge that that is a rational way to look at it,
4 is 50 to 55 percent. Because then you run into, well,
5 who benefited from this, and are we now incentivizing
6 lawyers to run away from classes and pursue small cap
7 actions for their own economic recovery as opposed to
8 the class they're serving as a fiduciary? At least
9 the representative that is supposed to be overseeing
10 them is serving as a fiduciary.

11 So just like I have hopefully been
12 careful not to advocate a bright-line mega cap, I
13 would be hard-pressed to argue a bright-line small cap
14 adjustment. But I think it is a reasonable
15 consideration that the Court will undertake. And I
16 think *Sugarland* allows the Court to assess that by
17 looking at, among other factors, the work that was
18 done that was put into it.

19 So I hope I've answered Your Honor's
20 question. I think that is a reasonable point. And I
21 do think it is sort of the converse of what we're
22 suggesting here.

23 THE COURT: No. That's helpful. And
24 tell me what your thoughts are about the effective

1 hourly rate as it is now, whether you view that as
2 reasonable or unreasonable, and how you would view the
3 effective hourly rate if I were to take your proposed
4 approach and end up at the percentage that you want me
5 to apply.

6 ATTORNEY BRAUERMAN: So, one, I -- and
7 I say this with as much respect as I can to
8 plaintiff's counsel, and I certainly have and have
9 tried in this objection to convey the amount of
10 respect I hold for all of the individuals I know as
11 well as the firms, but I think 53,000 hours does
12 probably have some cushion in it, no matter how
13 carefully people audited or reviewed that.

14 I say that from experience with large
15 corporate cases, with large patent cases, where
16 there's just a lot of room. I will say there is
17 always inefficiency when you have multiple firms
18 litigating because there's coordination between them.

19 And I think, unfortunately, the number
20 that we don't have that would be most useful is the
21 adjustment pulling out staff attorneys and contract
22 attorneys. Because, you know, to take somebody who --
23 a contract attorney -- and I don't know what
24 percentage of the hours are tied to that, you know, I

1 think contract attorneys I've seen range anywhere from
2 \$50 an hour to \$200 an hour. If they're getting
3 \$5,000 an hour for those types of rates, that's an
4 extraordinary multiple, perhaps. And I'm bad at math,
5 so I think it's 100 times, but don't hold me to that
6 on the fly.

7 I think there is room to look into the
8 specific number. For the same reason that I'm bad at
9 math, I don't know that I can reverse-engineer what
10 our proposal -- and I'm sure Your Honor noticed it.
11 We didn't put out a number and were somewhat careful
12 not to do that because, again, we didn't want to
13 overstep our boundaries here.

14 I think you're still going to have a
15 sufficient lodestar -- or a sufficient multiplier,
16 even if the Court were to award a number in the range
17 that we think is appropriate or that we're advocating
18 for from the professors' floor of 15 percent to an 18,
19 20 percent range. I think you're still going to
20 have -- and I think if I understood Mr. Weinberger
21 correctly, he said if you controlled for the staff
22 attorney, contract attorney numbers, it was \$7,000 as
23 a rate, hourly rate. I think using that number and
24 just going off the seat of my pants, which no one

1 should rely on, I think a multiple in that range would
2 still be in the 3500 to \$4,000 an hour range, which I
3 think is still a fairly generous fee award, consistent
4 with the case law.

5 So I don't think that would lead to a
6 calculation that would make the Court question
7 entirely the reduction of fees that we're talking
8 about. But, again, I did that without the benefit of
9 a calculator and math that exceeds my abilities.

10 THE COURT: That's fine. Let me just
11 say back to you what I'm trying to make sure I've got.

12 So let's assume there's an implied
13 hourly rate calculation, an effective hourly rate
14 calculation that works out to \$7,000 an hour. Too
15 much or too little in terms of an implied hourly rate
16 for this case?

17 ATTORNEY BRAUERMAN: It's certainly
18 within the range of reasonable that the Court has
19 found in other cases. So while I think my client and
20 I believe that is too high in this case, I have to
21 concede that it is within the range that the Court has
22 found reasonable.

23 I would further caveat that by saying
24 I think you can accomplish, without penalizing the

1 class, all of the benefits when you look at the total
2 net number at a substantially lower hourly rate and
3 still accomplish all of the policy goals that large
4 fee awards are designed to accomplish. But I cannot
5 say that \$7,000 is wholly unreasonable.

6 THE COURT: And if we were able to
7 track Pentwater's views, what would your client want
8 to see in this case? Is their number \$5,000 an hour?
9 Is their number \$3,000 an hour? Where would they come
10 out, recognizing that you said 7 is too high?

11 ATTORNEY BRAUERMAN: So I have a total
12 percentage of what they would like. I haven't
13 reverse-engineered that to a number. I think
14 Pentwater would think that 15 -- so in the engagement
15 agreement that we submitted to Your Honor that
16 Pentwater negotiated for this stage of the case, it
17 would be 16 percent. I think they think that is
18 reasonable.

19 And so whatever the reverse-engineer
20 of a 16 percent award, that's \$160 million divided by
21 50,000 hours -- please don't make me do that from
22 here -- but whatever that number is, is I think what
23 Pentwater would believe was the most just or
24 appropriate result here.

1 THE COURT: All right. Thank you.

2 ATTORNEY BRAUERMAN: Thank you, Your
3 Honor.

4 ATTORNEY RICKEY: Good afternoon, Your
5 Honor. Thank you for taking the time to hear me
6 today.

7 I'll take the comment about an
8 inexperienced attorney. I think this is the first
9 time I've ever argued before you. And the last time I
10 appeared in front of you was in *Activision*. Last time
11 I was dealing with Skadden was in Florida, and last
12 time I was dealing with Robbins Geller was in
13 California. So it's nice to be back.

14 But I do have to talk about my clients
15 speaking out of school. This Court is very familiar
16 with all of the *Amici*. I didn't put in the standard
17 footnote in the motion that says, here's all the times
18 my clients have been cited by this court. But, you
19 know, the idea that Professor Griffith, who has worked
20 with Professor Fish, and I can't remember the other
21 two authors, on disclosure settlements, specifically
22 in this court, which was cited in *Trulia* and has been
23 cited again, are naive about Delaware practice is just
24 wrong.

1 The Supreme Court, this court, and
2 Your Honor have looked to securities cases and studied
3 those securities cases in setting fees before. So
4 that's -- the idea that this is speaking out of school
5 I think is just wrong.

6 While there's no doubt differences
7 between federal litigation and securities practice,
8 the cases have a lot in common. And I would point to
9 three key similarities. First, both types involve
10 stockholder oversight of management and seek to deter
11 management malfeasance.

12 Second, one of the big similarities
13 between the business of class action lawyering and
14 existing scholarship is with Joel Friedlander's
15 article on *Rural Metro*, where he posited that Delaware
16 has a two-tier plaintiffs' bar. And the business of
17 securities class action lawyering found the same thing
18 with securities law, albeit with three tiers, and a
19 tier of merger cases, which pretty much looks like our
20 old tier of disclosure cases. And many of the same
21 firms dominate the top tier of both bars.

22 And, third, the law firms in the top
23 tier of both types of cases are able to identify,
24 compete for, and dominate the leadership of the

1 biggest cases in both types of class actions.

2 Certainly, the firms use different
3 factors to identify cases that have a strong indicia
4 of success at the beginning, but it's possible to do.
5 That's why you see them clustered at the top. And so
6 the same question of economic modeling versus
7 empirical study that exists in securities class
8 actions exists here.

9 The plaintiffs assert -- and they made
10 the same argument in the *Arkansas Teachers Retirement*
11 *System* case, they make the same argument in securities
12 cases -- that if courts apply a declining fee model,
13 then there's going to be shirking. Firms are going to
14 try to maximize value by settling early or focusing on
15 other cases.

16 But in securities class actions, we
17 actually do see declining fee awards, and yet, class
18 plaintiffs haven't behaved as the model predicts. And
19 for everything we heard this morning or earlier today,
20 this afternoon, I haven't heard anything that suggests
21 why the same argument wouldn't apply here. If
22 declining fee percentage awards deter litigation in
23 securities class actions, why hasn't that happened?
24 And why will it happen here if the same rule was

1 applied?

2 Your Honor, I submitted some
3 information yesterday about the Fitzpatrick study.
4 That hasn't come up today. And unless you're
5 particularly interested in antitrust cases in the
6 pharmaceutical industry, I think I'll skip over that.

7 But you did ask about the disclosed
8 fee arrangements. And that was something that I
9 wanted to touch on, because the liaison counsel fees
10 that were disclosed here, I don't think they're
11 anything that my clients had seen before. The concern
12 here has been raised mostly in litigation with public
13 union pension funds.

14 And the way *Arkansas Teachers*
15 *Retirement System* was described was not how I would
16 have described it. What happened in that case was
17 Labaton had an arrangement with an attorney called
18 Damien Chargois, where they would pay him 20 percent
19 of anything that they made in any of the cases from
20 Arkansas after it was referred. And there is a very
21 incendiary email in that case where he demanded his
22 fees by saying, I have done, among other things,
23 political favors in Arkansas.

24 The concern here is that it could be a

1 way of channeling funds from class actions back not to
2 liaison counsel but to the class plaintiffs who
3 appoint them.

4 And Ben Edwards and I wrote an article
5 about this. It's listed in our papers. Ultimately,
6 this is a case with a union pension fund, and those
7 are black boxes that we can see very little about
8 those. So it was good to know that none of the kind
9 of arrangements that had been concerned were revealed
10 here. But I think the *Amici* would say that this is
11 something that courts should ask about more
12 frequently.

13 Because the situation in the First
14 Circuit didn't come up because it was disclosed to the
15 court. It came up because there was an error in how
16 some of the lodestar was calculated. I think some of
17 the attorneys showed up on two different law firms'
18 ledgers, and the *Boston Globe* found out about it, and
19 then the court appointed a special master. And I
20 think the point from the *Amici*'s point of view is that
21 this is the kind of thing that the court should just
22 routinely inquire into so that it knows about it.

23 Ultimately, the liaison fees here I
24 don't think were the kind of things that have

1 concerned my clients.

2 THE COURT: That's helpful. And,
3 look, I think it's a good thing to ask about. I'm
4 more than happy to ask about it. I just had the same
5 or similar reaction when I saw it. And it reminded me
6 of, from time to time, when I've been at conferences
7 or something where folks from the plaintiffs' bar are
8 present, and one of the gripes they will raise is
9 essentially having to cut people in to get control of
10 a case. And it's sort of a cut here, a cut here, and
11 a cut here, and it's easier than fighting over
12 leadership.

13 And so it wasn't clear to me whether,
14 if one looked at this sceptically, this was more
15 likely to be that, where, basically, this is a way of
16 saying, look, we know you got to be part of the team,
17 but just stay out of our way, and, you know, sit
18 there, and we'll cut you 10 percent of this one
19 lawyer's fee so that we can just move forward and try
20 to get a result.

21 What is your take on that, that
22 practice, whether that might have been what's going
23 on? Give me your general reactions.

24 ATTORNEY RICKEY: I mean, my personal

1 take is I don't know, and I don't think it's the kind
2 of thing that any of the *Amici* have looked at
3 specifically.

4 On the other hand, we have a dataset
5 of one in this case because this is where it's been
6 asked. If the Court asks it on a routine basis and we
7 can gather a dataset, particularly about Delaware
8 cases, I think we could come to some conclusions about
9 it. But, ultimately, I mean, I'll be honest, I have
10 not seen this before, so I don't want to suggest that
11 my clients have any position on it.

12 THE COURT: That's helpful. Thank
13 you.

14 ATTORNEY RICKEY: I hope that the
15 *Amicus* brief was helpful. If the Court has no further
16 questions ...

17 THE COURT: It did seem to me that the
18 main arguable distinction between the securities law
19 cases and the Court of Chancery cases is that the
20 security cases really don't go to trial; that there,
21 the motion to dismiss is the real gain; and then, you
22 know, after that, you might mess around with big
23 document productions, but at some point, everybody
24 comes together and settles, and the insurance tower

1 coughs up and people go on their way. But you really
2 don't have the type of hard-nosed fighting there that
3 we now have come to have, which, despite that it has
4 backfired and made more work for me, I think, is a far
5 better incentive structure and better world from a
6 policy standpoint than the fake litigation that we
7 used to have.

8 But that would suggest to me that
9 there is a good reason why you're cutting down on
10 these fees in mega cases because none of them are
11 really going deep. Each of them is really involving
12 briefing on a motion to dismiss, writing multiple
13 complaints, finally getting to the point where one
14 hits, and then initial document discovery. And for
15 that type of process or that type of phase of the
16 case, you're not making big investments like you are
17 once you go deep into fact discovery and hire up
18 experts at however much per hour and things of that
19 sort.

20 So why isn't that a fair distinction
21 in the sense that, A, it rationalizes the federal
22 practice, it makes sense that you would want to tail
23 off these things, where, basically, what you have is
24 similar work being done in each case, and people are

1 just benefiting from the size of the issuer rather
2 than from actual value-add, versus the type of
3 litigation that we have here, where these folks had to
4 litigate against the army of the excellent until they
5 got to the verge of trial, and that was when they had
6 to settle?

7 ATTORNEY RICKEY: So I think I would
8 say two things. First of all, there is a considerable
9 amount of decrease of risk after a motion to dismiss,
10 even in Chancery practice. And one of the things I
11 found interesting where the *Amicus* brief and the
12 plaintiff's reply talk past each other was in entire
13 fairness.

14 One of the cases they mentioned as an
15 entire fairness case that failed was *Tesla*. Well, the
16 plaintiffs didn't go home empty-handed in *Tesla*. They
17 got \$60 million. The case went past a motion to
18 dismiss, it went past summary judgment, and they
19 settled with everyone except Elon Musk.

20 Ultimately, I do think it would be --
21 I don't think there is data on how far the risk
22 declines after a motion to dismiss, but I think you
23 have -- or I think there is a tendency, Your Honor,
24 for kind of anecdotal data in this dataset to say, well,

1 there is a great risk of us going home empty-handed
2 when -- I track most of the settlements that go
3 through this court. I get multiple emails every week
4 about settlements being announced. There are a lot of
5 the cases here that settle. And, yes, we do have more
6 trials, but I'm not sure that the statistical
7 significance is that different.

8 And the second thing I would say is
9 that the major indicia, if you were a betting man, on,
10 you know -- or if I were a betting man, which I am --
11 on how a case was going to end up, and how this case
12 was going to end up, would be the leadership contest.

13 As I mentioned, there is this is
14 two-tier plaintiffs' bar in Delaware. And in this
15 case, you had Quinn Emanuel, Labaton Sucharow, and
16 Robbins Geller on one side, and Bernstein Litowitz and
17 Grant & Eisenhofer on the other. And I mean, just
18 anecdotally, in my practice, the moment I see Robbins
19 Geller, Bernstein Litowitz, that's a case that has
20 some promise. I don't need to know the slightest
21 thing about DVMT. I don't need to know virtually
22 anything other than the fact that the company is big
23 if those two are involved.

24 So, you know, there is a certain

1 amount of prediction that can be done at the
2 beginning. The idea that there is no concept *ex ante*
3 of success I think is not correct.

4 THE COURT: What rubric would you have
5 me follow -- so basically the same question that I
6 asked Mr. Brauerman -- in terms of the steps that I
7 run to conduct an analysis involving *Sugarland* plus
8 mega case?

9 ATTORNEY RICKEY: So I would think
10 that you would roll some of the consideration into the
11 *Sugarland* factors themselves. So, yes, you have the
12 benefit conferred, and that's the big one. You have
13 the complexity of litigation. Well, part of the
14 complexity of litigation is the *ex ante* prediction of
15 success. And, as I said, if you have a leadership
16 fight between multiple members of the top tier of the
17 Delaware Bar, that should probably, you know, give you
18 a -- or give Your Honor comfort that a declining
19 percentage fee is not going to discourage these
20 litigants in the future because it doesn't in the
21 securities cases either.

22 And, similarly, the difficulty and
23 complexity of the case, you could count it in as the
24 factor on consideration of counsel, but I would just

1 say that it kind of permeates through the *Sugarland*
2 factors.

3 THE COURT: All right. Anything else
4 you want to let me know?

5 ATTORNEY RICKEY: Unless you have any
6 further questions, Your Honor, no, thank you.

7 THE COURT: Thank you very much.

8 ATTORNEY WEINBERGER: Thank you, Your
9 Honor. I'll try to be brief.

10 Before I start, may I approach and
11 hand up the code sections Your Honor requested?

12 THE COURT: Thank you.

13 ATTORNEY WEINBERGER: They identify
14 the states. I did not want to disclose the clients.
15 I can read Brendan's handwriting, Mr. Sullivan's
16 handwriting, rather. If Your Honor cannot, just let
17 me know.

18 I guess the first point I would make
19 is *Amici* and the objectors both said plaintiff's
20 counsel have not provided their *ex ante* fee
21 arrangements. What they're asking for is not the
22 market. They should disclose their arrangements.

23 We disclosed our arrangements. We
24 disclosed half a decade's worth of statistics. That

1 showed that overwhelmingly, overwhelmingly, when the
2 market decides how counsel is to be compensated, the
3 market does not negotiate for a declining fee
4 structure.

5 We provided Your Honor 399 engagements
6 and only 12 of my firm's engagements -- and you can go
7 through the other firms' engagements as well -- and
8 only 12 or 3 percent was a declining fee arrangement
9 negotiated. And several of those were by statute.
10 And my expectation would be in those -- actually, and
11 another point I would make, only one ever in a
12 Chancery matter. Only one ever in a Chancery matter.
13 And that was by statute. And the expectation would be
14 that if we did generate a large recovery, we would
15 talk to the client about what is appropriate based on
16 the time, expense, work we undertook.

17 Your Honor had -- Mr. Brauerman said
18 that we did not provide the information to strip
19 out -- the proposed stripping out the staff, staff
20 attorney, and contract work. I would go back to a
21 remark Your Honor made at the beginning of the hearing
22 that Ms. Carpio was the most important part of our
23 team, who was going to be our trial paralegal, so I
24 somewhat regret stripping out any of her time. But I

1 can provide Your Honor the specific numbers if you do
2 those exclusions.

3 Contract, staff attorney, and law
4 clerk hours, of all the submissions combined, 8,497.4
5 hours. So that's -- I've got a few different
6 calculations here for Your Honor. So that would be if
7 you just took out contract attorneys, staff attorneys,
8 and law clerk hours, the total hours would be
9 44,784.55. The implied hourly rate there would be
10 \$6,268.13 per hour, well within the range.

11 THE COURT: Say the implied again.

12 ATTORNEY WEINBERGER: \$6,268.13, which
13 I believe Mr. Brauerman conceded was within the range
14 of reasonableness across this court's precedents.

15 If you excluded staff and paralegal
16 hours, so like an investigator, paralegal, you would
17 exclude an additional 2,328.4 hours. In total, so
18 contract attorneys, staff attorneys, staff, paralegals
19 combined, that's 10,825.8 hours, reducing the hours
20 worked in this case to 43,456.15 hours.

21 And I misspoke in my argument. I
22 rounded up. I should learn not to do that. It's not
23 \$7,000 per hour. It is \$6,459.40 per hour, well
24 within the range.

1 You had asked Mr. Brauerman how he
2 would sort of apply this reduction within *Sugarland*.
3 And I think what I heard him saying, you basically
4 just go through *Sugarland* again. There was a
5 suggestion that just because this was a complex
6 security doesn't mean that this was any more of a
7 sprawling case than any other litigation in this
8 court. With all due respect to Mr. Brauerman, he was
9 not there.

10 I'll just give Your Honor one example.
11 Your Honor had asked about -- or Your Honor in a
12 settlement ruling had alluded to all of the written
13 discovery, massive amount of written discovery that we
14 served in this case. I'll give you one issue as an
15 example. We had spoliation issues in this case. And
16 we had spoliation issues specific to multiple
17 defendants and a third party who later became a party.
18 All were unique: individual defendant, committee
19 member, there was an officer of the company, there was
20 another director at the company. They used different
21 phone carriers. We have to subpoena the phone
22 carriers. We have to serve RFAs. We served
23 interrogatories. We served document requests. There
24 are two separate entities that had spoliation issues.

1 That gives Your Honor just but one example.

2 That is a small, small piece of this
3 case, but I hope goes to showing that the amount of
4 work was far greater than normal and did not simply
5 relate to -- did not simply relate to the fact that
6 DVMT was a complex security.

7 We had to take discovery going back to
8 2013, right, in the take-private, the 2016
9 transaction, the 2018 DVMT transaction. We had to
10 take discovery on the VMware side of the deal. We had
11 to take discovery on the Dell side of the deal. The
12 spinoff is announced in the middle of our case. We
13 have to take discovery on the spin of VMware.

14 There were tax issues that were
15 brought in this case very late. A second after we
16 finished the *Columbia Pipeline* trial, I had to become
17 an expert basically on Section 355 spins, which I
18 learned I'm not sure any tax professor, even Treasury,
19 really understands those rules or what they're
20 supposed to be.

21 Finally, there's two points, one on
22 incentives. First off, the analyses that Mr. Rickey
23 is alluding to, they're totally *post hoc*. Right?
24 Pointing out that the same firms continue to take

1 cases does not actually show what the incentives do
2 within a case. Right?

3 We talked about this when I was --
4 before. The federal securities cases are not tried.
5 Few federal securities cases are taken deep. We had
6 the problem with the high volume of filings when I
7 started practicing in this court in 2008. The court
8 got rid of that. That's in federal court now.

9 Now firms, many firms, follow the
10 model of high-volume filings, quick early settlements,
11 and you can just -- and one can hypothesize how a,
12 let's call it, unclear incentive system or an
13 incentive system that does not reward counsel for
14 devoting the sort of resources we devoted to this
15 case, how that might work.

16 And how might it work? You can think
17 from the very beginning of the case. Right? We get
18 over the motion to dismiss. And when I say "we," I'm
19 not referring to any of us as counsel or any of our
20 firms. A hypothetical plaintiff's counsel gets over
21 the motion to dismiss. What are the incentives to
22 actually take the case deep? Well, we're over the
23 motion. Maybe I'll pick up the phone. We'll get a
24 mediation on the calendar, see if we can't get this

1 case going on a settlement track.

2 Plaintiff's counsel is interviewing
3 experts. And we interviewed, I think, ten experts in
4 this case. We had a lot of experts scratching their
5 heads at how on earth they were going to prove that
6 the fair value of DVMT was anything other than what
7 the market said, particularly after many of these
8 experts had been, say, jaded from testifying in
9 appraisal cases.

10 Do you hire the expert that costs
11 \$3 1/2 million? I know plenty of experts you can get
12 through trial \$500,000, less than \$500,000. Do you
13 staff the cases the same way, Your Honor? Well, we
14 mentioned federal court before. Now we're dealing --
15 again, "we" is not Labaton -- high volume of filings.
16 Early settlements. Is that an aspect of the business
17 model that -- is that something that now needs to be
18 incorporated into the business model to account for
19 the risk that the firm as a whole is taking on?

20 Do I put two partners or three
21 partners on a big case, or do I only put two or maybe
22 just one and have those other partners run other
23 matters? Maybe one of them will do the high-volume
24 practice, the other will do some small cap companies,

1 and we'll have one partner devoted to the big cases,
2 which we try to get settled as quickly as we can.

3 You can envision so many scenarios,
4 Your Honor, where this case in different hands,
5 counsel responding to different incentives, rather,
6 it's just \$300 million, \$400 million, \$200 million.

7 THE COURT: I would bet more like 150.

8 ATTORNEY WEINBERGER: Which was the
9 insurance policy here, Your Honor.

10 THE COURT: I would bet more 150,
11 about eight months in, some document discovery, a
12 couple depositions. And look, 150 is a big number,
13 and it would not receive a lot of question. Right?
14 So I hear you.

15 ATTORNEY WEINBERGER: And, you know,
16 we pointed out the distinctions in our brief with what
17 we traditionally call the mega fund cases in federal
18 court, the kind of top ten list of corporate
19 malfeasance and that sort of thing.

20 I just have one final point. One
21 final point. And that is, to the extent Your Honor
22 has any inclination whatsoever to make a size
23 adjustment in this case, we have already done it for
24 you. I said at the outset that all of the precedent

1 supports a fee award for eve-of-trial settlement of
2 30 percent or more, a separate fee request, as Your
3 Honor had alluded to earlier in the argument. We
4 sought only 28 1/2 percent. It's really 5 percent
5 less than 30, the 30 percent or the 30 percent plus.
6 Right? 1 1/2 percent divided by 30. But my point,
7 Your Honor -- I said I shouldn't do quick math.

8 THE COURT: No, I didn't immediately
9 see what you're doing, but I get it.

10 ATTORNEY WEINBERGER: So that is my
11 last point, Your Honor. To the extent there is a size
12 adjustment, we respectfully submit, we have done that
13 already for the Court.

14 Unless Your Honor has any questions,
15 thank you very much for your time. That's all I have.

16 THE COURT: All right. Well, thank
17 you very much. I appreciate the arguments.

18 I do think the objectors have raised
19 important points that I'm going to think about, and
20 I'll let you know in due course.

21 I'm going to go ahead and enter an
22 order approving the settlement, noting that the fee
23 issue is taken under advisement. That way, you all
24 can at least put that issue behind you. And as I say,

1 we'll get back to you promptly.

2 Thank you again for all the hard work
3 that went into this case on both sides of the aisle.
4 Clearly, it was just a huge effort. So I hope you all
5 feel good about how you did, and take some time off
6 before you're on to the next one.

7 We stand in recess.

8 (Proceedings concluded at 4:00 p.m.)

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CERTIFICATE

I, JEANNE CAHILL, RDR, CRR, Official Court Reporter for the Court of Chancery of the State of Delaware, do hereby certify that the foregoing pages numbered 3 through 115 contain a true and correct transcription of the proceedings as stenographically reported by me at the hearing in the above cause before the Vice Chancellor of the State of Delaware, on the date therein indicated.

IN WITNESS WHEREOF I have hereunto set my hand at Wilmington, Delaware, this 25th day of April, 2023.

/s/ Jeanne Cahill

Jeanne Cahill, RDR, CRR
Official Chancery Court Reporter
Registered Diplomate Reporter
Certified Realtime Reporter

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

)
)
)
)
)

Consol. C.A. No. 2023-0215-MTZ

**EXHIBIT G TO
TRANSMITTAL AFFIDAVIT OF THEODORE A. KITTLA
IN SUPPORT OF ROSE IZZO'S OBJECTION TO
THE PROPOSED SETTLEMENT, AWARD OF
ATTORNEYS' FEES AND EXPENSES, AND INCENTIVE AWARDS**

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COURT OF CHANCERY OF THE STATE OF DELAWARE**

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HALLORAN FARKAS + KITTLA LLP
Theodore A. Kittila (Bar No. 3963)
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Fax: (302) 257-2019
Email: tk@hfk.law / jm@hfk.law



February 1, 2021 - February 28, 2021

PAGE 1 OF 10

ACCOUNT NUMBER

Redacted

ROSE IZZO

Your Registered Representative
WEBULL FINANCIAL LLC-HOUSE

Redacted

ROSE IZZO

Redacted

ACCOUNT SUMMARY

OPENING BALANCE CLOSING BALANCE

Redacted

Cash account

NET ACCOUNT BALANCE

Securities

TOTAL PRICED PORTFOLIO

Total Equity Holdings

PORTFOLIO EQUITY ALLOCATION

Cash

Redacted

Redacted

Equities

Redacted

See Reverse Side for Important Tax Information. This statement shall be conclusive if not objected to in writing within ten days. Errors and omissions excepted. Please address all communications to the firm and not to individuals. Address changes or other material changes on your account should be directed to the office servicing your account. Kindly mention your account number. This statement should be retained for income tax purposes.

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IMPORTANT INFORMATION

You may have received a confirmation for a trade, which does not appear on this statement. If the settlement date of the trade as shown on the confirmation is later than the period ending date that appears at the top of this statement the trade will appear on your next regular monthly statement.

If this is a margin account and we maintain a special miscellaneous account for you, this is a combined statement of your general account and special miscellaneous account maintained for you under Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the special miscellaneous account as required by Regulation T is available for your inspection at your request.

The per annum rate of interest charged on your account is shown on this statement. This rate may change from time to time in accordance with fluctuations in interest rates. Interest is computed from the 15th day of the preceding month to the 15th day of the current month except in December and January. In December, the charges include the last day of the year and, in January, the interest is calculated from the first day of the month. The interest is based on the average daily net debit balance in your account with us, and for the actual number of days based on an interest year of 360 days. When calculating margin interest, free credit balances in all accounts will be offset against any debit in the margin account and the interest will be charged on the net debit balance.

We are required to report to the Internal Revenue Service all cash dividends and registered bond interest credited to your account on securities held for you in our name. We also report coupon bond interest. All dividends and interest credits should be included in your income tax return.

Information relative to commission and any other charges incurred in connection with listed option transactions occurring during the month has previously been furnished to you in confirmation of such transactions. A summary of this information will be made available to you promptly upon request. Exercise assignment notices for option contracts are allocated among customer short positions pursuant to a manual procedure with randomly selected form among all customer short option positions including those contracts which are subject to exercise. All short American style option positions are liable for assignment at any time whereas European style options are assigned at expiration. A more detailed description of our random allocation procedure is available upon request.

You are to promptly advise your brokerage firm or bank of any material changes concerning your investment objectives or financial situation.

Our financial statement is available for your personal inspection at our office, or a copy of it will be mailed upon your written request.

SIPC Protection. As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-9300 or visit www.sipc.org. Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

Any free credit balance represents funds payable upon demand which, although properly accounted for on our books of records, is not segregated, and may be used in the conduct of this firm's business as permissible under the SEC Rule 15c3-2.

NOTICE TO CUSTOMERS

Apex is a member of the New York Stock Exchange and various other exchanges. Apex acts as clearing agent for your trades.

As required under SEC rules, both the Firm's Order Routing Report as well as information regarding specific order routing information is available free of charge upon request.

Your account, which was introduced to us by your broker or bank, is established under your name on a "fully disclosed" basis at Apex. As a clearing agent, we provide securities clearance and may provide order execution on your broker's or bank's instructions.

You will remain a customer of your broker or bank. Apex will not be involved with or have any responsibility for decisions regarding securities transactions in your account. Your broker or bank will be responsible for opening, approving and monitoring all activities in connection with your account. The entry of orders, and any instructions regarding the deposit or withdrawal of securities or monies should be made through your broker or bank.

In addition to the above mentioned services, Apex will provide cashiering services, safeguarding of funds and securities while in Apex's possession, monitoring compliance with applicable credit Regulation T and Apex's internal policies, preparing and mailing your account records (including transaction confirmations and periodic statements of your account).

Interest charges to your account will be based on the size and net debit balance during the interest period. These rates are subject to revision without notice in accordance with any changes in the broker call loan rate, as published in the Wall Street Journal. For more complete information regarding interest charged to customers, consult the Truth in Lending Notice which is made available through your broker or bank.

Apex is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and we are required to inform you of the availability of the FINRA Investor Brochure, which contains information on FINRA BrokerCheck. You may contact FINRA at 800-289-9909 or at their website at www.finra.org. Apex carries your account and acts as your custodian for funds and securities deposited with us directly by you, through your brokerage firm or bank or as a result of transactions we process for your account. Any suspected inaccuracy or discrepancy in your account statement must be promptly reported to both your brokerage firm or bank (not to your individual broker or agent) and Apex. In order to protect your rights, including your right to SIPC coverage, please confirm any oral communication in writing and include your brokerage account number. General inquiries or concerns regarding your account should be directed to your brokerage firm or bank. Account positions and balance inquiries or concerns should be directed to Apex by telephone at 214-765-1009.

ACCOUNT SUMMARY:

Displays applicable account type balance, money fund balances, priced portfolio value, and total account equity as of the opening and closing of the statement period. Priced Portfolio Value and Total Portfolio Equity are rounded to the nearest dollar. Total Priced Portfolio and Expense does not include unpriced securities.

INCOME AND EXPENSE SUMMARY:

Lists all income earned during the current statement period, as well as year to date. Section includes taxable and non-taxable dividends and interest, capital gains and MLP (Master Limited Partnership) distributions. This section also displays and Margin Interest Expenses.

PORTFOLIO EQUITY ALLOCATION:

The Pie Chart is an estimate for illustrative purposes only.

PORTFOLIO SUMMARY:

Lists all securities held in your account.

MARKET VALUE:

This amount represents the value of the security position in your portfolio based on appraisals obtained from the various quotation services. These appraisals are based on the closing prices, bond yields and/or the mean bid and ask on the last day of the statement period. Because of the nature of the data provided by

the quotation services, we cannot guarantee the accuracy of such prices or the valuation dates particularly in the case of inactive or infrequently traded securities.

Some securities in your portfolio may be listed as "Unpriced" on your statement. We use an automated pricing service from an outside vendor and certain prices may not be available to them. You can obtain a current quotation upon request from your broker or bank.

Bond prices might differ from current market quotes. Similarly, bond ratings may differ from current actual ratings. Computerized pricing and rating services are often unable to supply us with up to the minute information. Your broker or bank will be pleased to obtain a current quotation upon request.

ESTIMATED ANNUAL INCOME

The current annual dividend or bond interest rate for each security held, if available from quotation services. The rate is multiplied by the number of shares or par value of bonds to determine estimated annual income.

OPEN ORDERS:

Displays all GTC (Good-Till-Cancelled) orders in your account. Also included in the section are GTX orders (GTC orders eligible for extended trading hours).

MONEY MARKET ACTIVITY:

Purchases, reinvestments and liquidations of money market funds, plus redemptions of money market fund checks.

DEFINITION OF ACCOUNT TYPES C=Cash, M=Margin, I=Income, L=Legal, S=Short, X=RVP/DVP, and O=Other

REALIZED GAIN/LOSS DETAIL AND PORTFOLIO SUMMARY SECTIONS:

Displays mutual funds by average cost and other securities by individual tax lot. Realized gains (losses) are reflected on a trade date basis for transactions settling during the current period or the period in which the shares were received. If later, realized gains and losses may include transactions that settle during the following statement cycle. These transactions appear in the Portfolio Holdings section. Estimated unrealized gains (losses) are displayed for most securities currently held. The cost basis used in determining gains (losses) does not reflect wash sales and may not reflect all capital adjustments. Most exchanges reflected on this statement are treated as non-taxable, unless or until other information has been communicated to us. Cost basis of preferred securities with original issue discount ("OID") is not adjusted for the accretion of OID. For most long positions transferred between beneficial owners, the transferor's cost basis will be retained. For shares acquired from a decedent, you should consult your tax advisor to determine the appropriate valuations and holding period that applies. ALTHOUGH THE COST BASIS SHOWN MAY HAVE BEEN ADJUSTED, YOUR COST BASIS MAY REQUIRE ADDITIONAL ADJUSTMENTS. NOTE: WE DO NOT REPRESENT THE CALCULATIONS OF REALIZED AND UNREALIZED GAINS (LOSSES) AS AN OFFICIAL TAX ACCOUNTING OF SUCH FIGURES. FOR TAX PURPOSES, YOU SHOULD RELY ON YOUR OWN RECORDS AND THE CONSOLIDATED FORM 1099 SENT TO YOU.

Order Routing:

The SEC requires all broker-dealers that route orders in equity securities and options to make available quarterly reports that present a general overview of their routing practices. The reports must identify the significant venues to which customer orders were routed for execution during the applicable quarter and disclose the material aspects of the broker-dealer's relationship with such venues. In addition, the Rule (SEC 606) requires broker-dealers to disclose on customer request, the venues to which the individual customer's orders were routed for the six months prior to the request, and the execution time for the orders that were executed. For further information, please contact your broker or financial advisor.

PLEASE RETAIN THIS STATEMENT AS IT WILL BE HELPFUL IN PREPARING YOUR INCOME TAX RETURNS AND MAY BE NEEDED ALONG WITH SUBSEQUENT STATEMENTS TO VERIFY INTEREST CHARGES IN YOUR ACCOUNT. THIS STATEMENT SHALL BE DEEMED CONCLUSIVE UNLESS OBJECTED TO IN WRITING WITHIN 10 BUSINESS DAYS OF THE STATEMENT CLOSING DATE.

MUTUAL FUNDS AND OTHER SECURITIES ARE NOT INSURED BY THE FDIC, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY APEX, AND INVOLVE INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

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February 1, 2021 - February 28, 2021

PAGE 2 OF 10

ACCOUNT NUMBER

Redacted

ROSE IZZO

Webull Financial LLC

44 Wall Street, New York, NY 10005
customerservice@webull.us



PORTFOLIO SUMMARY

DESCRIPTION	SYMBOL/ CUSIP	ACCOUNT TYPE	QUANTITY	PRICE	MARKET VALUE	LAST PERIOD'S MARKET VALUE	% CHANGE	EST. ANNUAL INCOME	% OF TOTAL PORTFOLIO
-------------	------------------	-----------------	----------	-------	-----------------	-------------------------------	----------	-----------------------	-------------------------

EQUITIES / OPTIONS

Redacted

AMC ENTERTAINMENT HOLDINGS INC CL A COM	AMC	0	48	8.01	384.48	N/A			12.925
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Total Equities

Redacted

Total Cash (Net Portfolio Balance)

Redacted

TOTAL PRICED PORTFOLIO

February 1, 2021 - February 28, 2021

PAGE 3 OF 10

ACCOUNT NUMBER

Redacted

ROSE IZZO

 **Webull Financial LLC**
44 Wall Street, New York, NY 10005
customerservice@webull.us

ACCOUNT ACTIVITY

TRANSACTION	DATE	ACCOUNT TYPE	DESCRIPTION	QUANTITY	PRICE	DEBIT	CREDIT
BUY / SELL TRANSACTIONS							
BOUGHT	02/10/21	C	AMC ENTERTAINMENT HOLDINGS INC CL A COM CUSIP: 00165C104	30	\$6.2287	\$186.86	
BOUGHT	02/11/21	C	AMC ENTERTAINMENT HOLDINGS INC CL A COM CUSIP: 00165C104	18	5.4387	97.90	

Redacted

Total Buy / Sell Transactions

Redacted

February 1, 2021 - February 28, 2021

PAGE 4 OF 10

ACCOUNT NUMBER

Redacted

ROSE IZZO

ACCOUNT ACTIVITY (CONTINUED)

TRANSACTION	DATE	ACCOUNT TYPE	DESCRIPTION	QUANTITY	PRICE	DEBIT	CREDIT
FUNDS PAID AND RECEIVED							
Redacted							
Total Funds Paid And Received							
Redacted							
SECURITIES RECEIVED AND DELIVERED							
JOURNAL	02/18/21	O	AMC ENTERTAINMENT HOLDINGS INC CL A COM TO TYPE 7 FROM TYPE 1 FFS(73230228) CUSIP: 00165C104	48			
JOURNAL	02/18/21	C	AMC ENTERTAINMENT HOLDINGS INC CL A COM FROM TYPE 1 TO TYPE 7 FFS(73230228) CUSIP: 00165C104	-48			
Total Securities Received And Delivered							

Redacted

February 1, 2021 - February 28, 2021

PAGE 5 OF 10

Redacted

ACCOUNT NUMBER

ROSE IZZO

ACCOUNT ACTIVITY (CONTINUED)

TRANSACTION	DATE	ACCOUNT TYPE	DESCRIPTION	QUANTITY	PRICE	DEBIT	CREDIT
MISCELLANEOUS TRANSACTIONS							
Redacted							

Total Miscellaneous Transactions



Webull Financial LLC

44 Wall Street, New York, NY 10005

customerservice@webull.us

February 1, 2021 - February 28, 2021

PAGE 6 OF 10

ACCOUNT NUMBER

Redacted

ROSE IZZO

Webull Financial LLC
44 Wall Street, New York, NY 10005
customerservice@webull.us



► ANNOUNCEMENTS

IMPORTANT INFORMATION

Statement of Financial Condition

A copy of Apex Clearing Corporation's Unaudited Statement of Financial Condition as of June 30, 2020 is available on the website at www.apexclearing.com. A copy may also be obtained at no cost by calling Apex Clearing Corp. As of June 30, 2020, Apex Clearing Corporation had net capital of \$190,092,117 and was \$174,149,622 in excess of its required net capital of \$15,942,495. As of July 31, 2020, Apex Clearing Corporation had net capital of \$193,448,398 and was \$175,262,786 in excess of its required net capital of \$18,185,612.

Apex's Policy for Dividends and Interest

Apex's policy is to pay all dividends and interest in US Dollars. Apex will allow the following countries to be paid in their foreign currency (Canadian Dollars, British Pounds, Euros, Argentine Peso, Chinese Renminbi, Korean Won, Philippine Peso and Brazilian Real).

Participation in Fully Paid Lending Program

Customers who participate in the Fully Paid Lending Program should be aware that shares on loan are not covered by SIPC.

Information Regarding Cost Basis for Foreign Account Statements

Foreign Currency: Cost basis is required to be reported in U.S. dollars for tax purposes. It is the responsibility of the account holder to convert sales proceeds paid in foreign currency to U.S. dollars to avoid inaccurate cost basis calculations. When reporting the purchase or sale, you must determine the U.S. dollar amounts to be reported as of the settlement date, at the spot rate or by following a reasonable spot rate convention. See Regulations section 1.6045-1(d)(8).

Payment of Interest to holders of Municipal Securities - you may be subject to a substitute interest payment if the transfer of ownership of your municipal security has not been completed prior to the next interest payment. Please contact a tax professional for more specific details.

IMPORTANT INFORMATION

To our valued customers:

FINRA Rule 2231 requires that we advise you to promptly report any inaccuracy or discrepancy in your account (within 10 days after available) to your brokerage firm and clearing firm (where these are different firms) and to reconfirm any oral communications in writing.

<https://www.finra.org/rules-guidance/notices/06-72>

"IMPORTANT - Part of your distribution includes a return of capital. Any distribution that represents a return of capital reduces the estimated per share value shown on your account statement."

The preceding notice is required when reporting distributions on Direct Participation Programs and/or REITs and is subject to the DPP or REIT sponsor's final capital return determination as detailed in the IRS Form 1099 or K-1, as applicable.

Alternative or Other Investments, DPP, and Unlisted securities are not listed on a national securities exchange, are generally illiquid and that, even if a customer is able to sell the securities, the price received may be less than the per share estimated value provided in the account. The evaluation method used for any particular DPP or REIT will be provided to clients upon request. **Certain positions are not held on Apex's books or custodied by Apex and are not Protected by SIPC.**

Pursuant to SEC Rule 606, Apex Clearing Corporation is required to make publicly available a quarterly report with regard to its routing of non-directed orders. For the purpose of this Rule, we have entered into an agreement with Quantum5 Market Surveillance (a Division of S3 Matching Technologies) to disclose all required information pertaining to this rule. This information can be accessed on the Internet at: <http://public.s3.com/rules606/apex/> or a written copy will be furnished at no cost upon request via telephone to (214) 765-1009.

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February 1, 2021 - February 28, 2021

ACCOUNT NUMBER

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PAGE 7 OF 10



Webull Financial LLC
44 Wall Street, New York, NY 10005
customerservice@webull.us

ROSE IZZO

► ANNOUNCEMENTS (CONTINUED)

SEC Rule 606 (b) requires a broker-dealer to disclose to its customers, upon request, "the identity of the venue to which the customer's orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders."

In accordance with the Emergency Economic Stabilization Act of 2008, broker-dealers are required to track and report cost basis to the IRS in three phases over the next three years.

- Equity securities acquired on or after January 1, 2011
 - Mutual fund and dividend reinvestment plan (DRIP) shares acquired on or after January 1, 2012;
 - Debit securities, options, and all other financial instruments acquired on or after January 1, 2014. (The IRS has extended this date from the previously announced date of January 1, 2013.)
- Beginning this upcoming tax reporting season the cost basis of any covered equity security transaction (purchased after 12/31/10) that is required to be reported on a 1099-B will include its associated cost basis. If you have any questions about this important change to the IRS mandated reporting requirements, please contact your broker-dealer or registered advisor.

IMPORTANT INFORMATION CONTINUED

Please take note of the following description of Apex Clearing Corporation's excess SIPC coverage, which reflects certain changes made to the coverage effective August 8, 2013. The Securities Investor Protection Corporation ("SIPC") protects certain customer funds up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. **Please note SIPC does not cover commodity contracts and options on futures.** For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org.

Apex has purchased an additional insurance policy to supplement SIPC protection. This additional insurance policy, widely known as "excess SIPC," becomes available to customers in the event that SIPC limits are exhausted. This additional insurance provides protection for securities and cash up to an aggregate limit of \$150 million, subject to sub-limits for any one customer of \$37.5 million for securities and \$900,000 for cash. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities. For additional information, please contact your broker.

FDIC SWEEP PROGRAM

For customers with balances in a bank deposit account as part of the FDIC Sweep Program or shares of a money market mutual fund in which you have a beneficial interest, those balances or shares may be liquidated on your order and the proceeds returned to your account or remitted to you in accordance with the applicable prospectus and/or Terms and Conditions of the program.

For customers participating in the FDIC Sweep Program, the FDIC Sweep Program allows your cash balance to be eligible for insurance protection through the FDIC up to the maximum applicable insurance limits. Customers may obtain information about FDIC, by contacting the FDIC at 1-877-275-3342, 1-800-925-4618 (TDD) or by visiting www.fdic.gov. Deposit Account balances in the FDIC Sweep Program are not protected by SIPC or any other excess coverage by Apex Clearing Corporation. Deposit Account balances are protected as established by current applicable laws regulated by the FDIC.

Customers may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at 202-371-8300 or by visiting www.SIPC.org.

IMPORTANT INFORMATION

APEX CLEARING CORPORATION DISCLOSURE STATEMENT

Apex Clearing Corporation ("Apex") recognizes the importance of providing information on an ongoing basis to the customers whose accounts are cleared through Apex. Your broker/dealer has designated Apex as its clearing firm. In accordance with industry rules and regulations, Apex is required to disclose on an annual basis certain important regulatory notices and disclosures. To

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February 1, 2021 - February 28, 2021

PAGE 8 OF 10

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ACCOUNT NUMBER

ROSE IZZO

ANNOUNCEMENTS (CONTINUED)

comply with these requirements, Apex has published an Annual Disclosure Statement which is available on the Apex corporate web site, www.apexclearing.com. For customers who do not have access to the internet please call Apex at 214-765-1009 and request a complete copy of the Annual Disclosure Statement be mailed to your address of record.

A brief summary of the content of the Annual Disclosure Statement is as follows:

- Anti-Money Laundering - Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
- Privacy Policy - The privacy of customers is a responsibility which Apex respects and protects for former customers as well as current customers.
- Margin Disclosure Statement: FINRA Rule 2264 - The Information furnished provides basic facts about purchasing securities on margin and alerts customers of certain risks involved in trading securities in a margin account.
- Day-Trading Risk Disclosure Statement: FINRA Rule 2270 - Information to be considered before engaging in a day-trading strategy.
- Business Continuity Plan: FINRA Rule 4370 - A further summary of Apex's Disaster Recovery Plan to reasonable ensure business continuity.
- SEC Rule 606 and 607 (Payment for Order Flow and Order Routing Information) - (Rule 606) Requires Apex to make public a quarterly report with regard to routing of non-directed orders and (Rule 607) Requires Apex to disclose its payment for order flow practices.
- SEC Rule 10b-10 - Requires customers are provided with prior written notification of certain transactions that are not reported immediately through a trade confirmation.
- SIPC Information: FINRA Rule 2266 - The Securities Investor Protection Corporation ("SIPC") requires that funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For more information about SIPC coverage or to receive a brochure, please visit the SIPC website at www.sipc.org or, call (202) 371-8300.
- Investor Education and Protection: FINRA Rule 2267 - Requires Apex to provide information about FINRA's BrokerCheck program. The investor brochure may be obtained from FINRA BrokerCheck hotline number (800) 289-9999 or the FINRA web site address www.FINRA.org.
- Joint NASD Industry Breakpoint Task Force - A further summary of a July 2003 report which recommends written disclosure regarding mutual fund breakpoints.
- Carrying Agreements: FINRA Rule 4311 - The firm with which you have opened your securities account has retained Apex to provide certain record keeping, clearance, and settlement functions. A further summary of details is disclosed.
- Extended Hours Trading Risk Disclosure: FINRA Rule 2265 - Risks to consider include lower liquidity, higher volatility, changing prices, unlinked markets, news announcements, wider spreads, and lack of calculation.
- Liens and Levies - Apex will abide by the directions of federal, state, or other levying authorities.
- Regulation E - Disclosure regarding certain electronic transfers is required under the provisions of this regulation as issued by the Board of Governors of the Federal Reserve System.
- Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires an annual notification that 1) Apex Clearing Corporation is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, 2) the MSRB publishes an investor brochure that is published on their website that describes the protections that may be provided by the MSRB and how to file a complaint with the regulatory authorities and 3) a copy of the MSRB Investor Brochure as well as information regarding prospective, new and existing MSRB rules may be found on the MSRB website by going to the following link: <http://www.msrb.org/>.

IMPORTANT INFORMATION - Privacy Policy

Apex Clearing Corporation ("Apex") carries your account as a clearing broker by arrangement with your broker-dealer or registered investment advisor as Apex's introducing client. At Apex, we understand that privacy is an important issue for customers of our introducing firms. It is our policy to respect the privacy of all accounts that we maintain as clearing broker and to protect the security and confidentiality of non-public personal information relating to those accounts. Please note that this policy generally applies to former customers of Apex as well as current customers.

Personal Information Collected

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Webull Financial LLC
44 Wall Street, New York, NY 10005
customerservice@webull.us

February 1, 2021 - February 28, 2021

ACCOUNT NUMBER

Redacted

PAGE 9 OF 10

ROSE IZZO

ANNOUNCEMENTS (CONTINUED)

In order to service your account as a clearing broker, information is provided to Apex by your introducing firm who collects information from you in order to provide the financial services that you have requested. The information collected by your introducing firm and provided to Apex or otherwise obtained by Apex may come from the following sources and is not limited to:

- Information included in your applications or forms, such as your name, address, telephone number, social security number, occupation, and income;
- Information relating to your transactions, including account balances, positions, and activity;
- Information which may be received from consumer reporting agencies, such as credit bureau reports;
- Information relating to your creditworthiness;
- Information which may be received from other sources with your consent or with the consent of your introducing firm.

In addition to servicing your account, Apex may make use of your personal information for analysis purposes, for example, to draw conclusions, detect patterns or determine preferences.

Sharing of Nonpublic Personal Information

Apex does not disclose non-public personal information relating to current or former customers of introducing firms to any third parties, except as required or permitted by law, including but not limited to any obligations of Apex under the USA PATRIOT Act, and in order to facilitate the clearing of customer transactions in the ordinary course of business.

Apex has multiple affiliates and relationships with third party companies. Examples of these companies include financial and non-financial companies that perform services such as data processing and companies that perform securities executions on your behalf. We may share information among our affiliates and third parties, as permitted by law, in order to better service your financial needs and to pursue legitimate business interests, including to carry out, monitor and analyze our business, systems and operations.

Security

Apex strives to ensure that our systems are secure and that they meet industry standards. We seek to protect non-public personal information that is provided to Apex by your introducing firm or otherwise obtained by Apex by implementing physical and electronic safeguards. Where we believe appropriate, we employ firewalls, encryption technology, user authentication systems (i.e. passwords and personal identification numbers) and access control mechanisms to control access to systems and data. Apex endeavors to ensure that third party service providers who may have access to non-public personal information are following appropriate standards of security and confidentiality. Further, we instruct our employees to use strict standards of care in handling the personal financial information of customers. As a general policy, our staff will not discuss or disclose information regarding an account except: 1) with authorized personnel of your introducing firm; 2) as required by law or pursuant to regulatory request; or 3) as authorized by Apex to a third party or affiliate providing services to your account or pursuing Apex's legitimate business interests.

Access to Your Information

You may access your account information through a variety of media offered by your introducing firm and Apex (i.e. statements or online services). Please contact your introducing firm if you require any additional information.

IMPORTANT INFORMATION - Privacy Policy - CONTINUED

Apex may use "cookies" in order to provide better service, to facilitate its customers' use of the website, to track usage of the website, and to address security hazards. A cookie is a small piece of information that a website stores on a personal computer, and which it can later retrieve.

Changes to Apex's Privacy Policy

Apex reserves the right to make changes to this policy.

THIS DOCUMENT IS A CONFIDENTIAL FILING. ACCESS
IS PROHIBITED EXCEPT AS AUTHORIZED BY COURT ORDER.

Webull Financial LLC
44 Wall Street, New York, NY 10005
customerservice@webull.us

February 1, 2021 - February 28, 2021

PAGE 10 OF 10

Redacted

ACCOUNT NUMBER

ROSE IZZO

ANNOUNCEMENTS (CONTINUED)

How to Get in Touch with Apex about this Privacy Policy

For reference, this Privacy Policy is available on our website at www.apexclearing.com. For more information relating to Apex's Privacy Policy or to limit our sharing of your personal information, please contact:

Apex Clearing Corporation
Attn: Compliance Department 350 N. St. Paul St., Suite 1300
Dallas, Texas 75201
cs@apexclearing.com

 Webull Financial LLC
44 Wall Street, New York, NY 10005
customerservice@webull.us

Account Holder Information

Our records currently reflect the following investment objectives and financial information for your account:

Telephone (1) :	Redacted	Profession:	Redacted	Employment Status:	Redacted
Telephone (2) :	Redacted	Broker Employee:	Redacted		
Investment Objective	Redacted	Risk Tolerance	Redacted	Time Horizon:	Redacted
Estimated Income:	Redacted	Estimated Net Worth:	Redacted		
Estimated Liquid Net Worth:	Redacted	Liquidity Needs:	Redacted		

If any of the information above is incorrectly stated or missing, please contact your registered representative and/or broker directly listed on the first page of your account statement. Please note that not all defined investment objectives listed below are available to each client; investment objectives are setup by each broker dealer independently. To discuss which investment objectives are available to you please contact your registered representative and/or broker directly listed on the first page of your account statement.

Investment Objectives Defined As:

Redacted

End of Statement



04/01/2023 - 04/30/2023

Webull Financial LLC

44 Wall Street, 2nd Floor, New York, NY 10005

OFFICE SERVING YOU

customerservices@webull.us

1 (888) 828-0618

ROSE IZZO Account

Account Type: CASH

ACCOUNT SUMMARY

	Total Cash Balance	Total Securities	Portfolio Value
Opening			
Closing			

CASH BALANCE DETAIL

	SIPC Cash Balance	FDIC Cash Balance	Total
Opening			
Closing			

CASH REPORT SUMMARY

	USD
Opening Cash	
Deposits	
Withdrawals	
Trades (Sold)	
Trades (Bought)	
Crypto (Sold)	
Crypto (Bought)	
Fee/Tax	
Dividends	
Interest	
Others	
Closing Cash	
Closing Cash (Settled)	

PORTFOLIO SUMMARY

Symbol	Cusip	Quantity	FPL Quantity	Mults	Closing Price	Amount
APF	00165C203	4244		1	1.50	6,366.00
AMC	00165C104	3106		1	5.50	17,083.00

NOTES

KEY DEFINITIONS AND TERMS

1. Accrued Dividends: When the company declares the dividends of shares, this part will calculate the dividends to be paid to the user, and the dividends paid to the user during form checking period will be included into cash.
2. Accrued Interest: Interest is charged monthly, so this section will be the total interest incurred by the user in the statement period, rather than the portion of the interest charged. Additional detail provided in the important information section below.
3. Trades (Sold): Cash from selling securities.
4. Trades (Bought): Cash spent on buying securities.
5. Multiplier(Mult): In an individual stock option, the value of the contract is expressed as the product of a certain monetary amount and the underlying index. The certain monetary amount is fixed by the contract, which is referred to as the contract multiplier. At present, the stock is 1 by default and the individual stock option is 100.
6. Closing Price: Last traded price on the last trading date of the month. Note, closing prices are indicative and may be from third-party sources. Webull does not warrant the accuracy of the prices provided by third-party sources.
7. Fee/Tax: Exchange-related Fees / Transaction-related Fees / Stamp Duty / Settlement Fees / Withholding Tax.
8. Webull does not charge any fees for currency exchanges. Exchange rate is prone to be impacted by the market exchange rates. Please take exchange rates on market as reference.
9. All transactions are based on a First-In, First-Out ("FIFO") method.
10. Trade Records: Displays all GTC (Good-Till-Cancelled) orders in your account. Also included in the section are GTX orders (GTC orders eligible for extended trading hours).
11. Account Types: C = Cash, M = Margin, S = Short, X = RVP/DVP, and D = Other

IMPORTANT INFORMATION

Webull carries your account as the carrying broker by arrangement with Apex Clearing Corporation ("Apex") as the clearing broker.

If there are any material changes regarding your contact information, investment objectives, or financial situation, advise Webull promptly by updating your information using the Webull platform or by contacting customerservices@webull.us.

If this is a margin account and you maintain a special miscellaneous account for you, this is a combined statement of your general account and special miscellaneous account maintained for you under Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the special miscellaneous account as required by Regulation T is available for your inspection at your request.

The interest charged on the debit balance in your account is shown on this statement. Interest on debit balances is calculated for each calendar day and charged monthly. The interest settlement cycle begins from the prior month's settlement date to the latest settlement date before the 15th of each month. The margin rate is variable and is determined by the size of the margin loan. The margin rate is set at Webull's discretion and is subject to change without notice. The daily interest charge is calculated by multiplying the debit balance by the margin interest rate divided by a 360 calendar year. When calculating margin interest, the free credit balances in the account will offset any debit in the margin account and the interest will be charged on the net debit balance.

We are required to report to the Internal Revenue Service all cash dividends and registered bond interest credited to your account on securities held for you in our name. All dividends and interest credits should be included in your income tax return. Webull's policy is to pay all dividends and interest in US Dollars. Webull will allow the following countries to be paid in their foreign currency (Canadian Dollars, British Pounds, Euros, Argentine Peso, Chinese Renminbi, Korean Won, Philippine Peso and Brazilian Real).

Information relative to fees and other charges incurred in connection with listed options transactions occurring during the month has previously been furnished to you in confirmation of such transactions. A summary of this information will be made available to you promptly upon request. Exercise assignment notices for option contracts are randomly allocated among customer short positions. A more detailed description of our random allocation procedure is available upon request.

Crypto. Customer crypto activity and balances are not included on this Webull Financial LLC account statement. Cryptocurrency execution and custody services are provided by Apex Crypto LLC (NMLS ID 1828849) through a software licensing agreement between Apex Crypto LLC and Webull Pay LLC. Cryptocurrency trading is offered through an account with Apex Crypto. Apex Crypto is not a registered broker-dealer or FINRA member and your cryptocurrency holdings are not FDIC or SIPC insured. Please ensure that you fully understand the risks involved before trading.

SIPC Coverage. Webull is a Member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org. Deposits held away from Webull may not qualify under SIPC protection.

Any free credit balance represents funds payable upon demand which, although properly accounted for on our books of records, is not segregated, and may be used in the conduct of this firm's business as permissible under the SEC Rule 15c2-2.

NOTICE TO CUSTOMERS

Webull utilizes the service of Apex Clearing Corporation ("Apex") as a custodian to hold clients' assets in omnibus accounts. Apex is a member of FINRA and SIPC, a full-service broker dealer. As custodian, Apex is responsible for holding, maintaining, and handling assets in the manner instructed by Webull as per the client's direction. As a clearing agent, Apex provides securities clearance and may order execution based on Webull instructions. By opening an account at Webull, you have agreed to Webull's use of an omnibus account with Apex as custodian.

You are a customer of Webull. Apex is not involved with or has any responsibility for decisions regarding securities transactions in your account. Webull is responsible for opening, approving, and monitoring all activities in connection with your account. The entry of orders and any instructions regarding the deposit or withdrawal of securities or monies should be made through Webull.

Interest charges to your account may be based on the size and net debit balance during the interest period. These rates are subject to revision. For more complete information regarding interest charges to customers, consult the Webull Fee Schedule, available at webull.com/pricing.

Fully Paid Lending Program: Customers participating in the Fully Paid Securities Lending Program should be aware that shares on loan are not covered by FDIC or SIPC. Cash securities collateralizing shares are held at JP Morgan Chase & Co, and not subject to FDIC or SIPC protections. Please consult the Master Securities Lending Agreement for additional information, available at webull.com/policy.

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transaction listed, email customerservices@webull.us. Webull must hear from you no later than 60 days after you were sent the first statement on which the problem or error appeared. When reaching out, please include your name, account number, a description of the item you are unsure about, a clear explanation as to why you believe it is an error, and the dollar amount of the suspected error.

Webull will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, Webull will credit your account for the amount you think is in error, so that you will have the use of the funds during the time it takes Webull to complete our investigation.

FINRA Investor Brochure: Webull is a member of FINRA and we are required to inform you of the availability of the FINRA Investor Brochure which contains information on FINRA BrokerCheck. You may contact FINRA at 800-285-5989 or at their website www.finra.org. Webull carries your account and acts as your custodian for funds and Apex acts as your custodian for securities. Any suspected inaccuracy or discrepancy in your account statement must be promptly reported to Webull. In order to protect your rights, including your right to SIPC coverage, please confirm any oral communication in writing and include your brokerage account number. General inquiries or concerns regarding your account should be directed to Webull. Account positions and balance inquiries, or concerns should be directed to Webull via the Help Center.

The SEC requires all broker-dealers that route orders in equity securities and options to make available quarterly reports that present a general overview of their routing practices. The reports must identify the significant venues to which customer orders were routed for execution during the applicable quarter and disclose the material aspect of the broker-dealer's relationship with such venues. In addition, the Rule (SEC-606) requires broker-dealers to disclose, on customer request, the venues to which the six months prior to the request, and the execution time for the orders that were executed. For further information, please contact Webull.

All trade confirmations are transmitted on or about the transaction date. For certain Index Options Webull charges a pre-contract fee, referred to as the Webull Index Option Contract Fee. The Tax/Fee column is an aggregate of the following fees: the Webull Index Option Contract Fee, the Proprietary Index Option Fee, the OCC fee, the Regulatory Transaction (SEC) Fee, Trading Activity Fee (TAF), and Options Regulatory Fee (ORF), whenever applicable. For more details please visit www.webull.com/pricing.

Cost Basis for Foreign Account Statements. Cost basis is required to be reported in U.S. dollars for tax purposes. It is the responsibility of the account holder to convert sales proceeds paid in foreign currency to U.S. dollars to avoid inaccurate cost basis calculations. When reporting the purchases or sales, you must determine the U.S. dollar amounts to be reported as of the settlement date, at the spot rate or by following a reasonable spot rate convention. See Regulations section 1.6015-1(d)(8).

Please retain this statement as it will be helpful in preparing your income tax returns and may be needed along with subsequent statements to verify interest charges in your account. This statement shall be deemed conclusive unless objected to in writing within 10 days of the statement closing date. Mutual funds and other securities are not insured by FDIC, are not deposits, obligations of Webull.

A financial statement of Webull Financial LLC is available for your personal inspection at www.webull.com or a copy of it can be mailed to you upon your written request.

Please contact Webull Financial LLC ("Webull") customer service to report any inaccuracy or discrepancy in this statement via in-App ticket, email at customerservices@webull.us, or by phone at 1 (888) 828-0618.

STATEMENT OF FINANCIAL CONDITION

Pursuant to the Securities Exchange Act of 1934, Webull Financial LLC ("Webull") is required to provide clients with certain financial information. The Unaudited Statement of Financial Condition of Webull Financial LLC as of June 30, 2022 is available on the Webull website at www.webull.com/policy. A copy of this document may also be obtained at no cost by calling Webull at 1(888) 828-0618.

On June 30, 2022, Webull Financial LLC had net capital of \$82,404,362 which exceeded its required net capital of \$3,638,584 by \$78,765,778.

EXHIBIT H

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____
Commission file number 001-33892

AMC ENTERTAINMENT HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
One AMC Way
11500 Ash Street, Leawood, KS
(Address of principal executive offices)

26-0303916
(I.R.S. Employer
Identification No.)

66211
(Zip Code)

Registrant's telephone number, including area code: (913) 213-2000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock	AMC	New York Stock Exchange
AMC Preferred Equity Units, each constituting a depository share representing a 1/100th interest in a share of Series A Convertible Participating Preferred Stock	APE	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standard provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Title of each class of common stock	Number of shares outstanding as of May 4, 2023
Class A common stock	519,192,389
AMC Preferred Equity Units, each representing participating voting and economic rights in the equivalent of one (1) share of Class A common stock	995,406,413

Table of Contents

Additional Share Issuances Antara. On December 22, 2022, we entered into a forward purchase agreement (the “Forward Purchase Agreement”) with Antara pursuant to which we agreed to (i) sell to Antara 106,595,106 AMC Preferred Equity Units for an aggregate purchase price of \$75.1 million and (ii) simultaneously purchase from Antara \$100.0 million aggregate principal amount of the Company’s 10%/12% Cash/PIK Toggle Second Lien Notes due 2026 in exchange for 91,026,191 AMC Preferred Equity Units. On February 7, 2023, the Company issued 197,621,297 AMC Preferred Equity Units to Antara in exchange for \$75.1 million in cash and \$100.0 million aggregate principal amount of the Company’s 10%/12% Cash/PIK Toggle Second Lien Notes due 2026. The Company recorded \$193.7 million to stockholders’ deficit as a result of the transaction. We paid \$1.4 million of accrued interest in cash upon exchange of the notes.

Equity Distribution Agreement. During the three months ended March 31, 2023, we raised gross proceeds of approximately \$80.3 million and paid fees to the Sales Agent and incurred other third-party issuance costs of approximately \$2.0 million and \$7.8 million, respectively, through our at-the-market offering of approximately 49.3 million shares of our AMC Preferred Equity Units. The Company paid \$6.8 million of other third-party issuance costs during the three months ended March 31, 2023. See Note 13—Subsequent Events in the Notes to the Condensed Consolidated Financial Statements under Part I, Item 1, for information about additional AMC Preferred Equity Unit issuances.

Special Awards. On February 23, 2023, AMC’s Board of Directors approved special awards in lieu of vesting of the 2022 PSU awards. The special awards were accounted for as a modification to the 2022 PSU awards which lowered the Adjusted EBITDA and free cash flow performance targets such that 200% vesting was achieved for both tranches. This modification resulted in the immediate additional vesting of 2,389,589 Common Stock 2022 PSUs and 2,389,589 AMC Preferred Equity Unit 2022 PSUs. This was treated as a Type 3 modification (improbable-to-probable) which requires the Company to recognize additional stock compensation expense based on the modification date fair values of the Common Stock PSUs and AMC Preferred Equity Units PSUs of \$6.23 and \$2.22, respectively. During the three months ended March 31, 2023, we recognized \$20.2 million of additional stock compensation expense.

EXHIBIT I

Exhibit I:
Analysis of Litigation by Allegheny County Employees Retirement System (“ACERS”)
(Prepared By Counsel)

Federal Cases

	Case Name	Date Filed	Purchases	Value	Date Closed	Outcome
1	<i>ACERS v. Palantir Techs. Inc.</i> , 1:22-cv-02805 (D. Colo.)	10/25/22	4,565	\$ 114,453.65	Ongoing	ACERS not appointed lead plaintiff
2	<i>Winter v. Stronghold Digital Mining, Inc.</i> , 1:22-cv-03088 (S.D.N.Y.)	4/14/22	15,399	~\$ 179,300	Ongoing	ACERS appointed co- lead plaintiff
3	<i>ACERS v. Energy Trans. LP</i> , 2:20-cv-00200-GAM (E.D. Pa.)	1/10/20	Various	~\$27.7-24.4 million ¹	Ongoing	ACERS appointed co- lead plaintiff
4	<i>ACERS v. Karyopharm Therapeutics, Inc.</i> , 1:19-cv-11597	7/23/19	10,751	\$140,230.95	3/12/2020	Voluntarily dismissed

¹ Based on information filed in Motion of the Institutional Investor Group for Appointment as Lead Plaintiff and Approval of Lead Plaintiff’s Selection of Class Counsel, *Allegheny County Employees’ Retirement System v. Energy Transfer LP*, Case No. 20-20-cv-00200-GAM (E.D. Pa. Jan 21, 2020), Ex. I at 1.

EXHIBIT J

Anthony Rickey

From: Greg Varallo <Greg.Varallo@blbglaw.com>
Sent: Tuesday, May 30, 2023 12:12 PM
To: [REDACTED]
Cc: ceamato@prickett.com; Eric J. Juray [EJJuray@Prickett.com]; Gallagher, Kevin M.; DiCamillo, Raymond J.; Kelly Tucker; Michael Barry; Thomas Curry; Daniel Meyer; Edward Timlin; Theodore Kittila; Anthony Rickey
Subject: FW: AMC Stock

Ms. Smith,

Thank you for your email. I am copying herewith the Special Master appointed by the Court as well as counsel for represented parties.

Sincerely,
Greg Varallo

From: [REDACTED]
Sent: Tuesday, May 30, 2023 11:33 AM
To: Greg Varallo <Greg.Varallo@blbglaw.com>
Subject: AMC Stock

[External]

Good morning Mr. Varallo,

I own AMC stock and am concerned that I barely received notice in the mail telling me that I can object or support the settlement and that I have to respond by May 31st. Can you let the judge know that I suspect many of the AMC shareholders are just receiving this notice. How are we supposed to respond by the 31st?

I believe that AMC is manipulating this case by sending these letters out so late, giving us little time to object/support. I'm against the reverse stock split.

Thank you

[REDACTED]

EXHIBIT K



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SHIVA STEIN, derivatively on behalf
of The Goldman Sachs Group, Inc., and
individually as a Stockholder of The
Goldman Sachs Group, Inc.,

Plaintiff,

v.

C.A. No. 2017-0354-SG

LLOYD C. BLANKFEIN,
M. MICHELE BURNS, GARY D.
COHN, MARK A. FLAHERTY,
WILLIAM W. GEORGE, JAMES A.
JOHNSON, ELLEN J. KULLMAN,
LAKSHMI N. MITTAL,
ADEBAYO O. OGUNLESI, PETER
OPPENHEIMER, DEBORA L. SPAR,
MARK E. TUCKER, DAVID A.
VINIAR, MARK O. WINKELMAN
and THE GOLDMAN SACHS
GROUP, INC.,

Defendants.

**ORDER ESTABLISHING
BRIEFING SCHEDULE FOR AMENDED SETTLEMENT**

WHEREAS, on October 17, 2022, the Parties submitted their Amendment to the Stipulation and Agreement of Compromise, Settlement, and Release (the “Amended Settlement”) to the Court and informed the Court that they are prepared to file a motion for approval of the Amended Settlement in accordance with the Delaware Supreme Court’s decision in *Griffith v. Stein*, 2022 WL 3365025 (Del. Aug. 16, 2022);

WHEREAS, on October 19, 2022, the Court directed the Parties to submit a form of scheduling order that addresses briefing on Objector's Interim Fee Request as well as the motion for approval of the Amended Settlement and any objections thereto;

WHEREAS, Plaintiff and the Director Defendants have conferred on a schedule for the motion for approval of the Amended Settlement and have conferred with counsel for Objector Sean Griffith;

WHEREAS, on October 18, 2022, Objector requested "at least thirty days to respond" to the motion (Dkt. 172 at 1, 4);

WHEREAS, the Parties have conferred with Objector's counsel regarding the scheduling order and he has informed the Parties that he does not consent;

IT IS HEREBY ORDERED, this 26th day of October, 2022, that:

1. Plaintiff and the Director Defendants shall file and serve their motion for approval of the Amended Settlement and any briefing in support thereof on or before October 25, 2022;
2. If Objector opposes the motion, he shall file his answering brief on or before December 7, 2022;
3. Plaintiff and the Director Defendants shall file any reply briefs in further support of the motion on or before December 22, 2022; and

4. Any other settlement-related filing, including responses to Objector's Interim Fee Motion, any motion by Plaintiff for a fee award in connection with the Amended Settlement or any motion by Objector to lift the bar order, to intervene or for an additional fee award, shall be filed only after adjudication of the settlement approval motion.

/s/Sam Glasscock III
Vice Chancellor

EXHIBIT L

Exhibit L:
Lodestar Analysis (Prepared By Counsel)

Firm	Hours	Lodestar	Expenses	Time-keepers	Source¹
Bernstein Litowitz Berger & Grossman LLP	1,438.50	\$ 876,525.00	\$27,316.12	22	Lebovitch Aff. ¶¶ 3,4
Fields Kupka & Shukurov LLP	544.50	\$ 407,231.25	\$37,586.25	3	Fields Aff. ¶¶ 5, 6
Grant & Eisenhofer, P.A.	720.00	\$ 557,831.50	\$30,392.01	11	Barry Aff. Exs. A, B ²
Saxena White P.A.	627.75	\$ 437,332.50	\$26,347.36	6	Curry Aff. Exs. A, B
RM LAW P.C.	55.9	\$ 50,310.00	\$100.00	1	Maniskas Aff. ¶¶ 3,4
Friedman Oster & Tejtell PLLC	39.25	\$ 31,856.25	\$0.00	3	Friedman Aff. ¶ 4
TOTAL	3,435.9	\$ 2,361,086.50	\$ 121,741.74	46	

Lodestar multiplier = (\$20,000,000 award - \$ 121,741.74 exp) / \$2,361,086.50 lodestar = **8.4x**

Implied Hourly Rate = (\$20,000,000 award - \$ 121,741.74 exp) / 3,435.9 hours = **\$5,785.46**

¹ Affidavits are found at D.I. 206 and 210.

² As corrected.

EXHIBIT M

THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DELL TECHNOLOGIES INC.
CLASS V STOCKHOLDERS LITIGATION

Consol. C.A. No. 2018-0816-JTL

**AFFIDAVIT OF JEREMY S. FRIEDMAN IN RESPONSE TO
THE COURT’S APRIL 12, 2023 ORDER
REQUESTING ADDITIONAL INFORMATION**

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

I, Jeremy S. Friedman, declare under penalty of perjury under the laws of the State of Delaware that the following is true and correct:

1. I am a member of Friedman Oster & Tejtell PLLC (“FOT” or the “Firm”), Additional Counsel for Lead Plaintiff Steamfitters Local 449 Pension Plan (“Steamfitters”) in the above-captioned action (the “Action”).

2. On behalf of FOT, I submit this affidavit in response to the Court’s April 12, 2023 Order Requesting Additional Information (Dkt. 526).

3. During the last five years, FOT has directly negotiated one engagement letter. That engagement letter contained an *ex ante* fee agreement. Pursuant to that engagement letter, which related to a stockholder appraisal matter, the petitioner agreed “to pay [FOT] 25% of any and all recoveries that [petitioner] obtain[ed] in connection with the Appraisal Rights Action which occur prior to the time at which [FOT] either (a) makes a Court appearance (either in-person or telephonically) or

(b) reviews more than 2,000 pages of documents produced in discovery. Thereafter, [petitioner] agrees to pay [FOT] 33% of any and all recoveries in connection with the Appraisal Rights Action.” In addition to the foregoing contingent percentages, the petitioner in the appraisal rights action agreed to *also* pay FOT a rate equal to half the Firm’s hourly rates after FOT had devoted at least 60 hours to the appraisal rights action.

4. In all other instances, FOT did not directly negotiate engagement letters and/or fee agreements with the clients in the matters in which FOT served as counsel. Rather, the client(s) and FOT’s co-counsel or liaison counsel¹ directly negotiated the engagement letter and/or fee agreements. FOT and its co-counsel or liaison counsel then jointly provided representation to the client(s). To the best of my knowledge, FOT’s co-counsel notified the clients of FOT’s role in each such matter, but FOT was not directly a party to the engagement letter.

5. In connection with this Action, in addition to serving as Additional Counsel to Lead Plaintiff Steamfitters, FOT also represented non-lead plaintiffs Scott Snoek and Carmine Garelli, who served books and records demands, filed the initial complaint with Lead Plaintiff Steamfitters, and supported Steamfitters’

¹ “Liaison counsel” refers to counsel who do not affirmatively prosecute an action day-to-day but rather are responsible for day-to-day client matters, including ensuring the client remains informed of all material developments in the litigation, and assisting the client with his, her, or its discovery obligations.

application for appointment as Lead Plaintiff. Messrs. Snoek and Garelli were referred to FOT by Seamus Kaskela of Kaskela Law LLC (“Kaskela Law”), who served as the client liaison for Messrs. Snoek and Garelli throughout the pendency of this Action. FOT will pay Kaskela Law 10% of any fees received by FOT (net of out-of-pocket expenses) as consideration for Mr. Kaskela serving as a client liaison on behalf of Messrs. Snoek and Garelli. For the avoidance of doubt, Messrs. Snoek and Garelli authorized FOT to represent them in connection with this Action, and approved the sharing of attorneys’ fees with Kaskela Law.

I state under penalty of perjury under the laws of the State of Delaware that the foregoing is true and correct to the best of my knowledge.

Executed this 17th day of April, 2023.

Jeremy Friedman

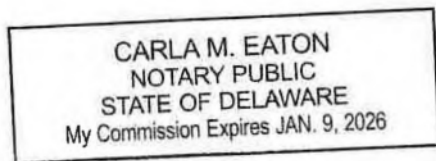
Jeremy S. Friedman
FRIEDMAN OSTER & TEJTEL PLLC
493 Bedford Center Road, Suite 2D
Bedford Hills, New York 10507
(800) 529-1108

Additional Counsel for Lead Plaintiff

SWORN AND SUBSCRIBED before me
this 17th day of April, 2023.

Carla M. Eaton

Notary Public





IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

Consol. C.A. No. 2023-0215-MTZ

**SUPPLEMENTAL TRANSMITTAL AFFIDAVIT OF
THEODORE A. KITTLA IN FURTHER SUPPORT OF ROSE IZZO'S
OBJECTION TO THE PROPOSED SETTLEMENT, AWARD OF
ATTORNEYS' FEES AND EXPENSES, AND INCENTIVE AWARDS**

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

Theodore A. Kittila, being duly sworn, hereby deposes and says:

1. I am an attorney licensed to practice law in the State of Delaware, and I practice with Halloran, Farkas + Kittila LLP in Wilmington, Delaware. I am counsel for Objector Rose Izzo and am otherwise capable of providing this affidavit.

2. I respectfully submit this affidavit in further support of Rose Izzo's Objection to the Proposed Settlement, Award of Attorneys' Fees and Expenses, and Incentive Awards (the "Izzo Objection").

3. Attached hereto is a true and correct copy of the following documents:

Documents Relating to Rose Izzo

Ex.	Document Description
A	Affidavit of Rose Izzo (dated June 13, 2023)

B	Chart, prepared by counsel, Illustrating Effect of Settlement on Ms. Izzo, Allegheny, and Mr. Franchi
---	---

Documents Relating to Kevin Barnes

Ex.	Document Description
C	Letter from K-Bar Holdings to U.S. Securities and Exchange Commission (Feb. 14, 2023), at https://www.sec.gov/files/corpfin/no-action/14a-8/kbarsportsman041023-14a8.pdf (excerpts from)
D	Order and Final Judgment, <i>In re Tile Shop Holdings, Inc. Litigation</i> , Consol. C.A. No. 2019-0892-SG (Del. Ch. Oct. 13, 2020)

Demonstrative Exhibit for Settlement Hearing

Ex.	Document Description
E	Comparison, prepared by counsel, of excerpts from Plaintiffs' Reply Brief <i>with</i> [Unredacted] <i>Verified Stockholder Class Action Complaint</i> , C.A. No. 2023-0216.

Documents Referenced in the Izzo Objection

Ex.	Document Description
F	Email from Thomas Curry, Esq. dated June 9, 2023 (redacted).

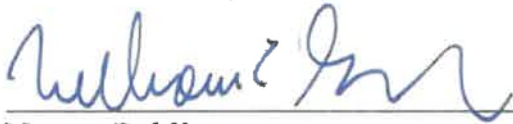
Dated: June 13, 2023



Theodore A. Kittila (Bar No. 3963)
HALLORAN FARKAS + KITTILA LLP
5801 Kennett Pike, Suite C/D
Wilmington, Delaware 19807
Phone: (302) 257-2025
Fax: (302) 257-2019
Email: tk@hfk.law

Counsel for Objector Rose Izzo

SWORN TO AND SUBSCRIBED
before me this 13th day of June 2023



Notary Public

William E. Green, Jr.
Attorney-at-Law
Notary Public, State of Delaware
My Commission Has No Expiration Date
29 Del. C. § 4323 (a)(3)



EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

)
)
) Consol. C.A. No. 2023-0215-MTZ
)
)

AFFIDAVIT OF ROSE IZZO

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

Rose Izzo, being duly sworn, hereby deposes and says:

1. I am an objector in the above-captioned action and am otherwise capable of providing this affidavit. All of the matters stated herein are of my own personal knowledge.

2. I have read *Plaintiffs' Reply in Further Support of Settlement, Award of Attorneys' Fees and Expenses, and Incentive Awards* ("Plaintiffs' Reply" or "Pls.' Reply," D.I. 450), and I believe some of the statements made by Plaintiffs about me are inaccurate. I am providing this affidavit to correct the record.

3. Plaintiffs' Reply describes me as "'long' APEs," states that I "would personally benefit if the Settlement were denied," and claims that I "hold opaque competing interests." Pls.' Reply at 37, 46. I disagree with all of these statements. I have never purchased a single AMC Preferred Equity Unit ("APE"), and I wish they had never been issued.

4. I received 4,244 APEs in August 2022 when AMC issued them. At the time, I owned 4,244 shares of Common stock.

5. In late-2022, my beloved dog Ozzi, a Chocolate Labrador, became ill and later passed away. I have included a picture of Ozzi below:



6. I needed money to cover the credit card costs associated with her medical and final care expenses. I made the choice to sell 1,138 shares of AMC Common stock in December 2022, and I had to sell at a loss. Following the sale, I was left with 3,106 shares of Common stock, which I hold to this day.

7. I sold Common stock, rather than APEs, because I believed that the sale would incur less capital gains tax. I would have preferred to sell the APEs.

8. I believe that the proposed settlement is not in my best interest or that of the class.

9. As a final note, I did not receive my postcard related to this settlement until June 12, 2023.

Executed this 13th day of June, 2023


Rose Izzo

SWORN TO AND SUBSCRIBED
before me this 13th day of June 2023


Notary Public

THEODORE A. KITTLA
Attorney at Law - State of Delaware
Notarial Officer Pursuant to
29 Del.C. § 4323(a)(3)
My Commission Has No Expiration

EXHIBIT B

Exhibit B:

Effect of Settlement on Ms. Izzo, Allegheny, and Mr. Franchi¹

	Izzo			Allegheny			Franchi		
	Price	Shares	Value	Shares	Value	Shares	Value	Shares	Value
<i>Status Quo (as of May 3, 2023)</i>									
Common	\$ 5.74	3,106	\$ 17,828.44	879	\$ 5,045.46	32	\$ 183.68		
APE	\$ 1.52	4,244	\$ 6,450.88	879	\$ 1,336.08	-	\$ -		
Total		7,350	\$ 24,279.32	1,758	\$ 6,381.54	32	\$ 183.68		
<i>Post-Transaction (if permitted to proceed)</i>									
Common	\$ 29.67	310	\$ 9,197.70	87	\$ 2,581.29	3	\$ 89.01		
Former APE	\$ 29.67	424	\$ 12,580.08	87	\$ 2,581.29	-	\$ -		
Total		734	\$ 21,777.78	174	\$ 5,162.58	3	\$ 89.01		
<i>Post Transaction (with Settlement)</i>									
Common	\$ 28.37	310	\$ 8,794.70	87	\$ 2,468.19	3	\$ 85.11		
Former APE	\$ 28.37	424	\$ 12,028.88	87	\$ 2,468.19	-	\$ -		
Settlement Shares	\$ 28.37	41	\$ 1,163.17	11	\$ 312.07	-	\$ -		
Total		775	\$ 21,986.75	185	\$ 5,248.45	3	\$ 85.11		
Gain/Loss (if transaction proceeds)			\$ (2,501.54)		\$ (1,218.96)		\$ (94.67)		
Gain/Loss (with Settlement)			\$ (2,292.57)		\$ (1,133.09)		\$ (98.57)		
Gain/Loss (including incentive awards)			\$ (2,292.57)		\$ 3,866.91		\$ 4,901.43		

1. Prices based on Plaintiff's assumptions. See Izzo Objection at 7. Ignores effect of fractional shares.

EXHIBIT C

K-BAR HOLDINGS, LLC

Malvern, PA | 19432 | 1

February 14, 2023

U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, NE
Washington, D.C. 20549
Via Email: shareholderproposals@sec.gov

RE: Stockholder Proposal to Sportsman's Warehouse Holdings, Inc. Submitted by K-Bar Holdings, LLC

Ladies and Gentlemen:

- **There is nothing ordinary about a NASDAQ-listed company having a staggered Board of Directors in 2023.**
- **If an entrenched Board of Directors ignored the mandate of a majority of its stockholders in 2022, it is an entirely proper subject for a stockholder to advance a 14a-8 proxy proposal for the 2023 Annual Meeting.**

On behalf of K-Bar Holdings, LLC, a private investment vehicle managed by Kevin Barnes (the "Proponent" or "K-Bar Holdings"), we are pleased to submit this response letter pursuant to Rule 14a-8(k) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in response to the Sportsman's Warehouse Holdings, Inc. (the "Company" or "Sportsman's Warehouse") letter dated 01/31/23, which seeks to exclude the Proponent's properly submitted stockholder proposal and supporting statement (the "Proposal") from the proxy materials to be distributed by the Company in connection with its 2023 annual meeting of stockholders (the "2023 Proxy Materials").

In accordance with Section C of Staff Legal Bulletin No. 14D (Nov. 7, 2008) ("SLB 14D"), we are emailing this letter and its attachments to the SEC Division of Corporation Finance via shareholderproposals@sec.gov. In accordance with Rule 14a-8(K) and Section E of SLB 14D, we are simultaneously emailing a copy of this letter and its attachments to the Company and their external advisors undersigned on the 01/31/23 letter.

After dialoguing with the Company's insiders on 12/22/22 and in response to some of their purported concerns articulated in the letter dated 12/27/22, Proponent's amended stockholder Proposal dated 01/10/23 is as follows:

Stockholder Proposal: *To assist in the successful adoption of the BoD Declassification Amendment if there is insufficient initial stockholder vote participation to adopt the proposal, the Sportsman's Warehouse Holdings, Inc. Board of Directors shall take the steps necessary for a reasonable adjournment of the 2023 Annual Meeting to a later date or dates, if necessary or appropriate, to solicit additional proxies.*

For reference, a complete copy of the Proponent's Proposal and Supporting Statement is attached in Appendix A to this correspondence.

BACKGROUND:

Sportsman's Warehouse Holdings, Inc., a duly registered Delaware corporation, completed its initial public offering of NASDAQ-listed common stock on 04/23/14 at \$9.50/share.¹ Because entities associated with Seidler Equity Partners, a private equity fund headquartered in Marina del Rey, California ("Seidler Equity Partners"), were the beneficial owner of >56% of shares outstanding after the IPO and one of their Partners, Mr. Chris Eastland, served as Chairperson of the Company's Board of Directors, Sportsman's Warehouse utilized several non-standard corporate governance mechanisms in their Amended and Restated Certificate of Incorporation dated 04/16/14, including a three-term classification of the Board of Directors (Article V, Section C).² By 07/18/18, Seidler Equity Partners had sold the entirety of their remaining reported ownership stake in the Company at prices as low as \$4.93/share.³ However, Mr. Chris Eastland, a Partner at Seidler Equity Partners, remained Chairperson of the Company's Board of Directors thru 04/05/19, despite owning no common shares of the Company, and then continued to serve on the Board of Directors and as a member of the Compensation Committee thru 08/19/22.

On 12/21/20, Sportsman's Warehouse entered into a definitive agreement to be acquired by the Great American Outdoors Group, the parent company of Bass Pro Shops, Cabela's and associated businesses, for \$18.00 per share in cash. On 12/02/21, following feedback from the U.S. Federal Trade Commission that the proposed transaction would not receive clearance to close the deal, the merger agreement with Great American Outdoors Group was terminated, and Sportsman's Warehouse received a \$55.0m cash termination payment.

After multiple unreturned outreaches to Sportsman's Warehouse by Proponent in December 2021, on 01/12/22, K-Bar Holdings, as a concerned stockholder, transmitted a formal letter to the Sportsman's Warehouse Board of Directors proposing three core strategic initiatives, including critical improvements to the Company's corporate governance framework such as a declassification of the Board of Directors terms, to create value for all common stockholders of the Company. After additional dialogue and to avoid a Bylaw Section 2.15 proposal, in February 2022, Mr. Jon Barker, Chief Executive Officer of Sportsman's Warehouse informed Mr. Kevin Barnes of K-Bar Holdings,

¹ \$SPWH Prospectus, dated 04/23/14, available via: <https://www.sec.gov/Archives/edgar/data/1132105/000119312514147052/d636947d424b4.htm>

² Amended and Restated Certificate of Incorporation of Sportsman's Warehouse Holdings, Inc. dated 04/16/14, available via: https://www.sec.gov/Archives/edgar/data/1132105/000156459014002452/spwh-ex3_20140503199.htm

³ \$SPWH Prospectus, dated 07/18/18, available via: <https://www.sec.gov/Archives/edgar/data/1132105/000119312518222549/d510013d424b7.htm>

LLC that the Board of Directors was prepared to allow all common stockholders to vote on a declassification proposal at the 2022 Annual Meeting.

On 04/11/22, Sportsman's Warehouse filed its DEF-14A Proxy for the 2022 annual meeting of stockholders (the "2022 Proxy"), which included Proposal #2 for "Approve an amendment and restatement of the Company's Amended and Restated Certificate of Incorporation to declassify the Board of Directors and remove obsolete provisions" [Exhibit A]. As per the 2022 Proxy, the "obsolete provisions" included special rights solely available to Seidler Equity Partners, which were still in place from 2014 despite their sale of all reportable securities by 2018.⁴ In addition, the DEF-14A Proxy acknowledged the ability of the Board of Directors to "transact such other business as may properly come before the Annual Meeting or any postponements or adjournments thereof." On 05/25/22, Sportsman's Warehouse hosted its entirely electronic and less than 30-minute Annual Meeting.

On 05/26/22, Sportsman's Warehouse filed an 8-K disclosing its 2022 Annual Meeting stockholder voting results [Exhibit B]. For Proposal #1, the re-election of Class II directors until the Company's 2025 annual meeting, Ms. Martha Bejar (Chair of Nominating and Governance Committee) and Mr. Richard McBee (Chair of the Compensation Committee), received "For" votes of only 45.9% and 43.4%, respectively, of total common shares outstanding due to "Against" votes of 10.3m and 11.5m, respectively. For Proposal #2, the declassification of the Board of Directors, the referendum received 28,468,35 "For" votes, 93.3% of total stockholder votes cast, versus only 2,029,565 "Against" votes (64.9% "For" of total common shares outstanding). However, despite the statutory ability of the Board of Directors to solicit for additional proxies and/or adjourn the 2022 Annual Meeting to allow for additional stockholder voting participation, they failed to obtain the 66 2/3% of total common shares outstanding proxy vote, did not call a Special Meeting on the matter, and the Board of Directors remains classified to this day.

Just weeks after the Sportsman's Warehouse stockholders' repudiation, with only a 45.9% "For" re-election vote, of Ms. Martha Bejar's continued fitness to serve on the Board of Directors and as the Chair of Nominating and Governance Committee, the Board of Directors unilaterally appointed, as of 08/19/22, Ms. Nancy Walsh to serve as a Class III Director and as a member of the Compensation and Audit Committees. As a stockholder, this unelected appointment of a Class III Director by the entrenched Board of Directors was particularly concerning due to the prior

⁴ \$SPWH 2022 DEF-14A Proxy, Appendix A, dated 04/11/22, available via: https://www.sec.gov/Archives/edgar/data/1132105/000155837022005283/spwh-20220525xdef14a.htm#APPENDIX_A

track-record of Chapter 11 bankruptcy filings and c-suite stock-price underperformance by Ms. Nancy Walsh at other consumer retail companies as per her curriculum vitae in Table A below.

Table A: Ms. Nancy Walsh, Sportsman's Warehouse Unelected Class III Director, Curriculum Vitae

Firm/Role	Time Period	Note
LL Flooring Holdings, Inc. <i>EVP & Chief Financial Officer</i>	September 2019 until December 2022	<ul style="list-style-type: none"> Total stockholder return of -47.3% over the period of c-suite responsibility Significantly underperformed retail peers
Pier 1 Imports, Inc. <i>EVP & Chief Financial Officer</i>	January 2018 until April 2019	<ul style="list-style-type: none"> Chapter 11 bankruptcy filed 02/17/20 Common shares cancelled
The Bon-Ton Stores, Inc., <i>EVP & Chief Financial Officer</i>	November 2015 until December 2017	<ul style="list-style-type: none"> Chapter 11 bankruptcy filed 02/05/18 Common shares cancelled

On 12/13/22, pursuant to Rule 14a-8, K-Bar Holdings, LLC duly submitted a proper stockholder proposal, and associated ownership information, for the 2023 Annual Meeting for the precatory declassification of the Sportsman's Warehouse Board of Directors and, if necessary, meeting adjournment (the "Initial Proposal"). On 12/22/22, Mr. Joseph Schneider, SPWH's Chairman of the Board, telephonically informed Mr. Kevin Barnes of K-Bar Holdings, LLC that the Board of Directors itself was planning on solely requesting stockholder approval of an amendment and restatement of the Company's Amended and Restated Certificate of Incorporation to declassify the Board of Directors at the 2023 Annual Meeting (the "BoD Declassification Amendment"). However, Mr. Schneider was unwilling to allow all common stockholders of Sportsman's Warehouse to opine on the suitability, if necessary or appropriate, of adjourning the 2023 meeting to solicit additional proxies. On 12/27/22, the Company sent a letter to the Proponent raising purported concerns regarding the Initial Proposal (the "BoD Entrenchment Letter").

On 01/10/23, in response to the telephonic discussion with Mr. Schneider and the BoD Entrenchment Letter, K-Bar Holdings submitted a streamlined version of the Initial Proposal and supplemental ownership documentation to the Company (the "Amended Proposal"). For reference, copies of the Initial Proposal, the BoD Entrenchment Letter, and the Amended Proposal are attached hereto [Exhibit C].

In summary, there is no credible rationale for Sportsman's Warehouse to still have a classified Board of Directors in 2023. At the 2022 Annual Meeting, 93.3% of engaged stockholders voted in favor of declassification, but the Board of Directors failed to take reasonable and prudent steps, such as a short adjournment or additional proxy vote solicitation, allowed by Delaware General Corporation Law ("DGCL") and the Company's relevant governance documents, prior to the meeting conclusion. After entrenching themselves further with the unelected appointment of Ms. Nancy Walsh, the current Board of Directors now seeks to prevent all stockholders of the Company from opining on the

potential suitability, if necessary or appropriate, of adjourning the 2023 Annual Meeting to reach the 66 2/3 voting threshold to amend of the Articles of Incorporation to effectuate a long-overdue declassification of the Board. After failing to act in the interests of all stockholders in 2022, it is not credible that in 2023 the current Board of Directors will miraculously act differently without explicit proxy voting input from all common stockholders. This unfortunate situation, where the Board of Directors does not appear to be wholly acting as a faithful fiduciary for all stockholders' interests, is exactly the problem Rule 14a-8 was designed to remedy.

COMPANY'S PURPORTED BASIS FOR EXCLUSION OF THE VALID STOCKHOLDER'S PROPOSAL:

On 01/31/23, Sportsman's Warehouse external counsel submitted a letter demanding that the Staff concur with its unilateral view that the Proposal may be excluded from the 2023 Proxy Materials purportedly pursuant to:

- Claim A: *"Rule 14a-8(i)(1) because the Proposal is not a proper subject for action by shareholders under the laws of the state of Delaware"*
- Claim B: *"Rule 14a-8(i)(7) because the Proposal deals with matters relating to the Company's ordinary business operations."*

ANALYSIS

Claim A: The Proposal May be Excluded Pursuant to Rule 14a-8(i)(1) Because the Proposal is Not a Proper Subject for Action by Shareholders Under the Laws of the State of Delaware.

Rule 14a-8(i)(1) permits a company to exclude a shareholder proposal only "[i]f the proposal is not a proper subject for action by shareholders under the laws of the jurisdiction of the company's organization." First, as written the Proposal clearly conforms with SEC Staff Legal Bulletin No. 14D which indicates the SEC "do[es] not believe there would be a basis for the company to exclude the proposal under rule 14a-8(i)(1), rule 14a-8(i)(2), or rule 14a-8(i)(6)" when the Proponent's Proposal "provide[s] that the board of directors **take the steps necessary**" to amend the company's charter. Second, as written the Proposal does not usurp to Board's limited discretion provided under the DGCL and the Company's governance documents as the **"if necessary or appropriate"** clause clearly acts as a business judgement implementation constraint on the scope of the Proposal. Third, there is a long list of precedent Delaware corporations seeking stockholder voting input on potential meeting adjournment to ensure the solicitation of an adequate number of votes for a proposal implementation. Finally, the Sportsman's Warehouse external counsel are not licensed to practice law in the first state of Delaware and failed to provide a suitable Opinion of Counsel letter, thus rendering their purported conclusions nothing more than unsupported legal flimflam.

First, under the long-standing SEC Staff Legal Bulletin No. 14D precedent dated 11/07/08, the SEC “do[es] not believe there would be a basis for the company to exclude the proposal under rule 14a-8(i)(1), rule 14a-8(i)(2), or rule 14a-8(i)(6)” when the Proponent’s Proposal “provide[s] that the board of directors **“take the steps necessary”** to amend the company’s charter. Moreover, this Staff Legal Bulletin stated, “if the proponent revises the proposal in this manner within the time frame specified in our response letter, we do not believe there would be a basis for the company to exclude the proposal under rule 14a-8(i)(1), rule 14a-8(i)(2), or rule 14a-8(i)(6)” and provided the following table of precedent matters.

Table B: SEC Staff Legal Bulletin No. 14D Discussion of 14a-8(i) Precedents

Company	Stockholder Proposal	SEC Response Date	SEC Response Commentary
SBC Communications Inc.	Resolved that as of December 31, 2005 the number of SBC Board of Director seats will be reduced from twenty one (21) to fourteen (14).	01/11/04	If the proponent revised the proposal as a recommendation or request that the board of directors <u>take the steps necessary</u> to implement the proposal, the proposal could NOT be excluded under rules 14a-8(i)(2) and 14a-8(i)(6).
Gyrodyne Co. of America, Inc.	It is proposed that the classified board be abolished and all Directors, effective after the election of Directors in 1999, be elected annually.	08/18/99	If the proponent revised the proposal as a recommendation or request that the board of directors <u>take the steps necessary</u> to implement the proposal, the proposal could NOT be excluded under rule 14a-8(i)(1).
Sears, Roebuck and Co.	Resolved: That the stockholders . . . urge the Board of Directors to amend the Company’s Restated Certificate of Incorporation to declassify the Board of Directors for the purpose of Director elections.	02/17/89	If the proponent revised the proposal to urge that the board of directors <u>take the steps necessary</u> to effect the proposed amendment to the certificate of incorporation, the proposal could NOT be excluded under rules 14a-8(c)(2) and 14a-8(c)(6) [now rules 14a-8(i)(2) and 14a-8(i)(6)].

For the purposes of the stockholder’s Proposal for the Sportsman’s Warehouse 2023 Proxy Materials, no further revision is required at this time because the “take the steps necessary” clause already ameliorates any purported concerns that the DGCL requires any such amendment to be initiated by the board and then approved by shareholders in order for the charter to be amended as a matter of law. Moreover, the precedent stockholder proposals exclusions cited by Sportsman’s Warehouse’s external counsel letter dated 01/31/23 related to climatic sea-level rise, charitable giving programs, and other non-core matters, as opposed to the foundational right of all stockholders to ensure their preference regarding the term of the Board of Directors to serve as their fiduciary is actually implemented in 2023.

Second, as written the stockholder’s Proposal for the Company’s 2023 Proxy Materials does not usurp to Board’s limited discretion provided under the DGCL and the Company’s governance documents as the **“if necessary or appropriate”** clause clearly acts as an implementation constraint on the scope of the Proposal. Whether by design or unfortunate oversight, the Sportsman’s Warehouse’s external counsel letter dated 01/31/23 selectively quotes only a portion of the stockholder’s Proposal and excluded the critical “if necessary or appropriate” clause and added

inappropriate emphasis elsewhere in text instead of reviewing the Proposal holistically. For example, under the DGCL “business judgement” standard, the Sportsman’s Warehouse Board of Directors could still elect NOT adjourn the 2023 Annual Meeting if hypothetically: i) 65.0% of common shares outstanding had already submitted valid proxy votes, ii) 100.0% of the votes cast were in favor of “if necessary or appropriate” adjournment, and iii) only 4.9% of votes cast were in favor of declassification, which would make it mathematically impossible to achieve 66 2/3% of the total votes to approve the BoD Declassification Amendment after additional time for proxy solicitation and vote submission. However, in light of the Company’s 2022 Annual Meeting where 93.3% of the stockholder votes cast were favor of the BoD Declassification Amendment, it seems highly unlikely such a hypothetical initial proxy voting outcome requiring “business judgement” will occur at the 2023 Annual Meeting. In summary, the attempt by Sportsman’s Warehouse’s external counsel letter dated 01/31/23 to muddy the record and distort the plain language of the entirety of the stockholder’s Proposal should not be rewarded with a no-action indication.

Third, there is a long list of precedent Delaware corporations seeking stockholder input on potential annual meeting adjournment to ensure the solicitation of an adequate number of votes for a proposal. Due to the unfortunate voting difficulties many electronic retail brokerages enact on their customers, proxy voting participation for publicly traded corporations has continued to decline and therefore increased the difficulty of obtaining a 66 2/3% of total shares outstanding vote mandates in recent years due to limited proxy participation for “non-routine” matters. As a result, many issuers have solicited input from all stockholders on the potential suitability, if necessary or appropriate, of the adjournment of an annual stockholder meeting to solicit additional proxies. Especially for matters relating to corporate governance, all common stockholders themselves are best suited to analyze and opine on the various factors, including the purported risk(s) of adjournment, allocation of management time and resources, and the potential effectiveness of such postponement, as they do not have the incumbent self-interested bias of a seated board of directors (especially relative to a Board of Directors slate with de minimus personal ownership of common stock). Provided below in Table C are a sample of precedent examples of Delaware corporations, like Sportsman’s Warehouse, soliciting the input of all stockholders on the potential suitability of adjournment, if necessary, of an annual stockholder meeting to solicit additional proxies.

Table C: Precedent Delaware Corporation Stockholder Adjournment of Annual Meeting Voting Proxy Proposals

Issuer	Meeting Date	Adjournment Proposal
Tenneco, Inc.	06/07/22	Proposal #3: To approve the adjournment of the annual meeting, <u>if necessary</u> , to solicit additional votes to adopt the Merger Agreement and approve the Merger, if there are insufficient votes at the time of the annual meeting to adopt the Merger Agreement.
Lantern Pharma, Inc.	06/08/22	Proposal #3: To approve an adjournment of the Annual Meeting, <u>if necessary</u> , to solicit additional proxies if there are not sufficient votes in favor of the foregoing proposals.
OpGen, Inc	06/09/22	Proposal #4: The approval of a proposal to adjourn the annual meeting to a later date, <u>if necessary or appropriate</u> , to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Reverse Stock Split Proposal.
LiveOne, Inc.	09/15/22	Proposal #4: To approve an adjournment of the Annual Meeting to a later date or time, <u>if necessary</u> , to permit further solicitation and vote of proxies if there are not sufficient votes at the time of the Annual Meeting to approve any of the proposals presented for a vote at the Annual Meeting.

Finally, Sportsman's Warehouse external counsel are not licensed to practice law in the First State of Delaware and failed to provide a suitable Opinion of Counsel letter from a Delaware Court of Chancery registered firm, thus rendering their purported conclusions nothing more than unsupported legal flimflam. As per SEC Rule 14a-8(i)(2)(iii), the Company is required to provide the Commission "a supporting opinion of counsel when such reasons are based on matters of state or foreign law." Notably, Sportsman's Warehouse external counsel, Cooley LLP, does not have an office in Delaware and none of the undersigned attorneys to Company's letter dated 01/31/23 appear to be licensed to practice in Delaware at this time.⁵ According to the State Bar of California, Mr. John-Paul Motley (#204492) of Cooley LLP is only licensed to practice in California at this time and neither of the Special Counsel cc'd on the Cooley letter appear to have ever had a valid Delaware law license.⁶ As per SEC Staff Legal Bulletin No. 14B, "we consider whether counsel is licensed to practice law in the jurisdiction where the law is at issue." In addition, Staff noted that "we also consider the extent to which the opinion makes assumptions about the operation of the proposal that are not called for by the language of the proposal." Moreover, the Delaware Court of Chancery does not recognize the limited role of a "local counsel" to the extent that it implies a less than plenary role of Delaware counsel ("Even when forwarding counsel has been admitted pro hac vice and is taking a lead role in the case, the Court of Chancery does not recognize the role of purely local counsel.") (quoting *James v. National Finance, LLC*, 2014 Del. Ch. LEXIS 254, at *12 (Del. Ch. Dec. 5, 2014)); *State Line Ventures, LLC v. RBS Citizens, N.A.*, 2009 Del. Ch. LEXIS 233, at * 1 (Del. Ch. Dec. 2, 2009)

⁵ Cooley LLP Office Locations, last visited 02/12/23, available via: <https://www.cooley.com/about/contact-us>

⁶ The State Bar of California Attorney Profile, last visited 02/12/23, available via: <https://apps.calbar.ca.gov/attorney/licensee/Detail/204492>

Thus, it would be inappropriate for the SEC to allow the exclusion of the stockholder's valid Proposal based on the Company's external counsel's unqualified claims of conflict with the Delaware General Corporate Law and misleading selective quotation of the Proposal.

Claim B. The Proposal May be Excluded Pursuant to Rule 14a-8(i)(7) Because the Proposal Deals with Matters Relating to the Company's Ordinary Business Operations.

Under Rule 14a-8(i)(7), a stockholder's proposal may only be excluded from a company's proxy materials if the proposal "deals with matters relating to the company's ordinary business operations." In Exchange Act Release No. 34-40018 (May 21, 1998) (the "1998 Release"), the Commission stated that the policy underlying the ordinary business exclusion rests on two central considerations. The first recognizes that certain tasks are so fundamental to management's ability to run a company on a day-to-day basis that they could not, as a practical matter, be subject to direct stockholder oversight. The second consideration relates to the degree to which the proposal seeks to "micro-manage" the company by probing too deeply into matters of a complex nature upon which stockholders, as a group, would not be in a position to make an informed judgment. As the determination of the Board of Directors term structure is a foundational right of common stockholders, it is just silly to claim all stockholders cannot opine on this critical corporate governance matter.

First, as the Annual Meeting of Stockholders only occupies less than an hour of time on a single day out of the Company's i) 365 days fiscal year, and ii) 1,095 days of the current classified Director term length, it is clearly not applicable to claim the management of Sportsman's Warehouse ability to run the Company on a "day-to-day basis" would be infringed by the Proposal's request for direct voting input by all common stockholders on the Annual Meeting, if necessary or appropriate, adjournment.

Second, unlike the precedent case matters cited by the Company in the no-action request dated 01/31/23 relating to the attempts to "micro-manage" business operations minutiae regarding question-and-answer dialogue periods and webcast technology utilization at stockholder annual meetings, the proper determination of the stockholder voting period is best determined by the exact same stockholder constituents most affected by the methodology. For foundational matters relating to corporate governance, such as archaic staggered Director terms, stockholders themselves are best suited to analyze and opine on the various factors, including the purported risk(s) of adjournment, allocation of management time and resources, and the potential effectiveness of such postponement, as they do not have the incumbent self-interested bias of a seated Board of Directors member. Moreover, the Company's Board of

Directors is allowed to opine in detail regarding its purportedly informed judgement, in the 2023 Proxy Materials, on its own view of the suitability of the stockholder's Proposal before any common shareholders cast their vote. This governance issue is especially relevant for a Board of Directors such as Sportsman's Warehouse in which a majority of the current Board of Directors members, despite extended tenureship in their seats, only have a de minimus personal ownership of common stock.

CONCLUSION

Based upon the forgoing facts and analysis, we respectfully request that the Staff should allow the stockholder's 14a-8 Proposal to be included in Sportsman's Warehouse 2023 Proxy Materials. Should the Staff disagree with the conclusions set forth in this letter, or should you require any additional information in support of the stockholders' position, we would welcome the opportunity to further discuss these materials as you prepare your response. If we can be of any further assistance on this matter, please do not hesitate to contact me via email at [REDACTED] or telephonically via [REDACTED]

Regards,



Kevin Barnes, Principal
K-Bar Holdings, LLC

CC:

Joseph Schneider, Chair of the Board, Sportsman's Warehouse Holdings, Inc.
Martha Bejar, Director & Chair of the Nominating and Governance Committee, Sportsman's Warehouse Holdings, Inc.
Jon Barker, Chief Executive Officer, Sportsman's Warehouse Holdings, Inc.
Jeff White, Chief Financial Officer, Sportsman's Warehouse Holdings, Inc.
John-Paul Motley, Partner, Cooley LLP
Reid Hooper, Of Counsel, Cooley LLP
Justin Kisner, Of Counsel, Cooley LLP

EXHIBIT D



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE TILE SHOP HOLDINGS, INC.) Consol. C.A. No. 2019-0892-SG
LITIGATION)
_____)

PROPOSED ORDER AND FINAL JUDGMENT

WHEREAS, a consolidated stockholder action is pending in this Court, entitled *In re Tile Shop Holdings, Inc. Litigation*, Consol. C.A. No. 2019-0892-SG (the “Action”);

WHEREAS, (a) plaintiffs K-Bar Holdings LLC and Wynnefield Capital, Inc. (together, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below) and derivatively on behalf of the Company (defined below); (b) Cabell Lolmaugh, Robert A. Rucker, Peter J. Jacullo III, Peter H. Kamin, Todd Krasnow and Philip B. Livingston (collectively, the “Individual Defendants”); and (c) Nominal Defendant Tile Shop Holdings, Inc. (“Tile Shop” or the “Company” and, together with the Individual Defendants, “Defendants”) (Plaintiffs and Defendants, together, the “Parties”) have entered into a Stipulation of Settlement dated August 7, 2020 that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated August 12, 2020 (the “Scheduling Order”), this Court (a) preliminarily certified the Settlement Class solely for

purposes of effectuating the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members and Current Tile Shop Stockholders; (c) provided Settlement Class Members and Current Tile Shop Stockholders with the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on October 12, 2020 (the “Settlement Hearing”) to consider, among other things: (a) whether the Settlement Class should be permanently certified by the Court; (b) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class and the Company, and should therefore be approved; (c) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; (d) whether the proposed Plan of Allocation of the Net Cash Settlement Fund is fair and reasonable, and should therefore be approved; and (e) whether the application by Lead Counsel for an award of attorneys’ fees, reimbursement of litigation expenses, and incentive awards for Plaintiffs should be approved; and

WHEREAS, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or

entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Settlement Class and Current Tile Shop Stockholders was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 12th day of October, 2020, as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over Plaintiffs, Defendants, and each of the Settlement Class Members and Current Tile Shop Stockholders.

3. **Final Class Certification for Settlement Purposes:** The Court hereby finally certifies, for the purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of a Class consisting of all record and beneficial holders of Tile Shop Common Stock as of October 18, 2019. Excluded from the Settlement Class are Defendants; any affiliate (as defined in 17 C.F.R. § 230.405) of the Individual Defendants; any parents, affiliates, or subsidiaries of the Company; any officer or director of the Company; members of the immediate families of the Individual

Defendants and of any officer or director of the Company; Defendants' directors' and officers' liability insurance carriers and any parents, affiliates, or subsidiaries thereof; persons who held shares of Tile Shop common stock that were borrowed as part of a short sale transaction (only with respect to their holdings in such borrowed shares); and the legal representatives, agents, heirs, successors, and assigns of any such excluded Person.

4. For the purposes of the Settlement only, the Court hereby finally appoints Plaintiffs as representatives for the Settlement Class and Lead Counsel as counsel for the Settlement Class. Plaintiffs and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

5. **Class Findings:** Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) has been met in that: (a) the Settlement Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) in connection with both the prosecution of the Action as well as the Settlement, Plaintiffs and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; (e) the prosecution of

separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants; and (f) as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical cases brought by other Settlement Class Members.

6. **Notice:** The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members and Current Tile Shop Stockholders of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the releases to be provided thereunder); (iii) Lead Counsel's application for an award of attorneys' fees, reimbursement of litigation expenses, and incentive awards for Plaintiffs; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiffs' counsel's application for attorneys' fees, litigation expenses, and incentive awards; and (v) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rules 23 and 23.1, the United

States Constitution (including the Due Process Clause), and all other applicable law and rules.

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rules 23(e) and 23.1(c), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement consideration; the Released Claims; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class and the Company. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation, which this Judgment incorporates and makes a part hereof.

8. The Action is hereby dismissed with prejudice and all of the claims asserted against Defendants in the Action by Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as provided in Paragraphs 13-15 below or as otherwise provided in the Stipulation and the Scheduling Order.

9. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a

Claim Form, seeks or obtains a distribution from the Net Cash Settlement Fund, was entitled to receive a distribution from the Net Cash Settlement Fund, or in fact receives a distribution from the Net Cash Settlement Fund).

10. **Releases:** The releases set forth in Paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 11 below, upon the Effective Date of the Settlement, Plaintiffs and the Settlement Class will, to the fullest extent permitted by law, release and forever discharge the Released Defendants' Persons from any and all Released Plaintiffs' Claims; provided, however, that the release of the Released Plaintiffs' Claims shall not include the release of the right to enforce any confidentiality stipulation or other term agreed upon or referenced in the Settlement.

(b) Without further action by anyone, and subject to Paragraph 11 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and, to the fullest permitted by law, their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, and any person or entity acting for or on behalf of each of them, will release the Released Plaintiffs' Persons from any and all Released

Defendants' Claims; provided, however, that the release of the Released Defendants' Claims shall not include the release of the right to enforce any confidentiality stipulation or other term agreed upon or referenced in the Settlement.

11. Notwithstanding Paragraphs 10(a)-(b) above, nothing in the Stipulation or in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. **No Admission of Wrongdoing:** Neither this Judgment, the provisions contained in the Stipulation, nor any negotiations, discussions, and proceedings in connection with the Stipulation, shall be deemed or constitute a presumption, concession, or admission by any party to the Action of any fault, liability or wrongdoing as to any facts or claims alleged or asserted in the Action and shall not be interpreted, construed, deemed, involved, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, except in connection with any proceeding to enforce the terms of the Stipulation.

13. **Award of Attorneys' Fees, Litigation Expenses, and Incentive Awards for Plaintiffs:** Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of 25% of the Cash Settlement Fund and reimbursement of litigation expenses in the amount of \$ 625,000 (the "Cash Settlement Fund Award"), which sums the Court finds to be fair and reasonable. The Cash Settlement Fund

Award shall be paid out of the Cash Settlement Fund in accordance with the terms of the Stipulation.

14. Plaintiffs K-Bar Holdings LLC and Wynnefield Capital, Inc. are each hereby awarded an incentive award of \$ 25,000, to be paid out of the Cash Settlement Fund Award, which sums the Court finds to be fair and reasonable.

15. Plaintiffs' Counsel are also hereby awarded \$ 2.7M in attorneys' fees for achieving the non-monetary benefits achieved under the Stipulation (the "Non-Monetary Benefits Award," and collectively with the Cash Settlement Fund Award, the "Fee and Expenses Award"). Defendants shall cause their Insurers to pay the Non-Monetary Benefits Award to Lead Counsel in accordance with the terms of the Stipulation.

16. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which it, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the claims asserted in the Action.

17. No proceedings or court order with respect to the award of attorneys' fees and expenses to Plaintiffs' Counsel or incentive awards to Plaintiffs shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

18. **Plan of Allocation of Net Cash Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of the claims of Settlement Class Members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Cash Settlement Fund among Settlement Class Members with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

19. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Settlement Class Members and Current Tile Shop Stockholders for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Action and the Settlement.

20. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the

Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

21. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of the Parties and the Settlement Class, and the Parties shall revert to their respective positions in the Action as of immediately prior to the Parties' June 30, 2020 agreement on the principal terms of the Settlement.

22. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Action.



Vice Chancellor Sam Glasscock III

EXHIBIT E

Exhibit E:
Comparison of excerpts from Plaintiffs' Reply Brief with [Unredacted]
Verified Stockholder Class Action Complaint,
C.A. No. 2023-0216.

*From Plaintiffs' Reply in Further Support of Settlement,
Award of Attorneys' Fees and Expenses, and Incentive Awards (page 43)*

Regarding Franchi, Izzo also argues that he did not hold his shares at the time of the “wrongs complained of” (*i.e.*, the issuance of the APEs).¹¹⁵ But Franchi did not allege that the issuance of the APEs was “a wrong,” nor did he assert a §242(b) claim. Franchi has held AMC Common Stock since November 8, 2022,¹¹⁶ well

*From Verified Stockholder Class Action Complaint,
Munoz v. Aron, C.A. No. 2023-0216-VCZ (Del. Ch. Feb. 20, 2023) (¶¶ 164-65)¹*

164. As alleged above, Defendants breached their fiduciary duties by creating and issuing Preferred Stock and APEs, entering into the Deposit Agreement with Computershare, and entering into the various agreements described herein with Antara, all of which are coercive, will sway the outcome of the Certificate Proposals, and are designed to circumvent the franchise rights of the Class. The Board's actions are plainly intended to push through the Certificate Proposals notwithstanding the previous, repeated opposition of the Class.

165. Moreover, as alleged above, by creating and issuing Preferred Stock and APEs, Defendants have caused and will continue to cause significant dilution and economic harm to the Class. Moreover, if the Certificate Proposals carry and the APEs convert into shares of Common Stock, the Class will suffer further economic harm and dilution.

¹ Text appears on pages 49-50.

EXHIBIT F

Anthony Rickey

From: Thomas Curry [REDACTED]
Sent: Friday, June 9, 2023 12:38 PM
To: Anthony Rickey; Theodore Kittila; Jay McMillan
Cc: Mark Lebovitch; Edward Timlin; Christopher Kupka; Michael Barry; DiCamillo, Raymond J.; Murphy, Matthew W.; Kim, Edmond S.; Kappauf, Adriane M.; daniel.meyer@ [REDACTED] Greg.Varallo@ [REDACTED]
Subject: Re: AMC - Plaintiffs' Reply
Attachments: AMC - Public Redacted Version of Exhibit 2 to the Corrected Transmittal Affidavit of Thomas Curry.pdf

Anthony,

We have confirmed with Antara's counsel that the Izzo objection may be filed without redactions on their behalf. A draft of the public version, redacting only Ms. Izzo's address and phone number, is attached hereto. Please confirm you have no further redactions.

As to the filing of the Kittila Affidavit (which was not submitted as an exhibit to our brief), we will treat that as a request pursuant to the protocol for filing of objections on the docket. We are processing these requests, and intend to begin filing the relevant objections to the docket next week. We will re-file the redacted version of the Izzo objection along with the Kittila Affidavit as part of that process.

We are considering your request as to the discovery documents cited in the objection and will get back to you on that promptly.

Tom

From: Anthony Rickey [REDACTED]
Date: Friday, June 9, 2023 at 9:48 AM
To: Thomas Curry [REDACTED], Theodore Kittila [REDACTED], Jay McMillan [REDACTED]
Cc: Mark Lebovitch [REDACTED], Edward Timlin [REDACTED], Christopher Kupka [REDACTED], Michael Barry [REDACTED], DiCamillo, Raymond J. [REDACTED], Murphy, Matthew W. [REDACTED], Kim, Edmond S. [REDACTED], Kappauf, Adriane M. [REDACTED], daniel.meyer@ [REDACTED] Greg.Varallo@ [REDACTED]
Subject: RE: AMC - Plaintiffs' Reply

Tom—Thank you for your voicemail to Ted last night. Yesterday, you committed to providing us with a proposed set of redactions that could be circulated to all parties, because Ms. Izzo's brief contained redactions relating to both Plaintiffs and Defendants. We have not seen that proposed public version from you. Given that Defendants have raised no complaint to Plaintiff's public disclosure of information concerning the Antara email (see Izzo Objection at 2, 12-13) in the unredacted brief Plaintiff initially filed, Ms. Izzo contends that the brief can be filed with a single redaction: her address and phone number on page 57. **Please confirm with Defendants (copied here) and Antara that they concede to the Izzo Objection being filed with only Ms. Izzo's contact information redacted.** Please also confirm that you will file a copy of the accompanying Kittila affidavit (which is part of the Izzo brief), with the marked exhibit under seal.

Additionally, we would like to provide the Court with copies of the documents in the Confidential Discovery Database cited in the Izzo Objection so that they may become part of the record. As you know, we cannot download those documents from the Nebula database. Please provide us with copies of those documents promptly. We will file them under seal, unless you instruct that they may be filed publicly.

Regards,
Anthony Rickey



Anthony A. Rickey
Attorney
Margrave Law LLC
3411 Silverside Road
Baynard Building, Suite 104
Wilmington, Delaware 19810
Telephone: (302) 604-5190
Facsimile: (302) 258-0995
arickey@margravelaw.com

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Margrave Law LLC is not providing any advice with respect to any federal tax issue in connection with this matter.

From: Anthony Rickey
Sent: Thursday, June 8, 2023 7:33 AM
To: 'Thomas Curry'; Theodore Kittila
Cc: Mark Lebovitch; Edward Timlin; Christopher Kupka
; Michael Barry
Subject: RE: AMC - Plaintiffs' Reply

Tom—

Our proposed public version redacted the holdings of all stockholders, given that you marked that information "CONFIDENTIAL" in the discovery database. Consistent with that, we gave you proposed redactions a week ago, but did not hear back from you. That said, if you believe Ms. Izzo's share count should be public, we believe your clients' number of shares should also be public. The rules should be the same for all stockholders. Ms. Izzo deserves no less protection than your clients.

If you now believe that information in our objection should not be redacted, please provide us with a proposed public version that reflects your position. We will consider it promptly.



Anthony A. Rickey
Attorney
Margrave Law LLC

3411 Silverside Road
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Wilmington, Delaware 19810
Telephone: (302) 604-5190
Facsimile: (302) 258-0995
arickey@margravelaw.com

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Margrave Law LLC is not providing any advice with respect to any federal tax issue in connection with this matter.

From: Thomas Curry [REDACTED]
Sent: Thursday, June 8, 2023 2:31 AM
To: Anthony Rickey [REDACTED]; Theodore Kittila [REDACTED]
Cc: Mark Lebovitch [REDACTED]; Edward Timlin [REDACTED]; Christopher Kupka [REDACTED]; Michael Barry [REDACTED]
Subject: AMC - Plaintiffs' Reply

Anthony and Ted,

Can you please let me know as soon as possible if you also believe redactions to our brief itself are required? I ask because you redacted information pertaining to Ms. Izzo's stockholdings in your public version of the objection. As you have probably seen, Ms. Izzo's stockholdings are referred to in several places in the brief itself (see pages 5-6 (fn. 7), 37, 43 (fn. 113), 45, 46 and 50).

While we agree with keeping Ms. Izzo's personal address and phone information confidential, we disagree that information about the size of her holdings can be considered confidential in this context. We believe it is appropriately part of the public record -- particularly in view of the Court's previous instructions in this case that the settlement briefing be "fully public." See DI 307 at 8, fn 25.

Please let me know as early as you can tomorrow morning, as there is obviously time exigency. I can be reached on my cell any time: [REDACTED].

Tom



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC. STOCKHOLDER
LITIGATION

Consol. C.A. No. 2023-0215-MTZ

**SUPPLEMENTAL TRANSMITTAL AFFIDAVIT OF THEODORE A.
KITTLA CONTAINING DOCUMENTS FROM THE CONFIDENTIAL
DISCOVERY DATABASE IN FURTHER SUPPORT OF ROSE IZZO'S
OBJECTION TO THE PROPOSED SETTLEMENT, AWARD OF
ATTORNEYS' FEES AND EXPENSES, AND INCENTIVE AWARDS**

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

Theodore A. Kittila, being duly sworn, hereby deposes and says:

1. I am an attorney licensed to practice law in the State of Delaware, and I practice with Halloran, Farkas + Kittila LLP in Wilmington, Delaware. I am counsel for Objector Rose Izzo and am otherwise capable of providing this affidavit.

2. I respectfully submit this affidavit in further support of Rose Izzo's Objection to the Proposed Settlement, Award of Attorneys' Fees and Expenses, and Incentive Awards (the "Izzo Objection").

3. Attached hereto is a true and correct copy of the following redacted documents:

Ex.	Bates Nos.	Document Description
N	ANTARA-AMC-00000575	Email from Himanshu Gulati to Benjamin Chuchla dated February 11, 2023
O	ACR-AMC-00000332	BNY Mellon Account Statement dated February 28, 2023
P	ACR-AMC-00000332	BNY Mellon Account Statement dated August 31, 2022
Q	FRANCHI_0000000001-08	Fidelity Investments Statement dated February 28, 2023
R	FRANCHI_0000000009-10	Engagement Letter from RM Law to Anthony Franchi dated February 5, 2023
S	MUNOZ_0000115-162	E*TRADE Account Statement Dated January 31, 2023
T	MUNOZ_0000257-262	E*TRADE Account Statement Dated December 31, 2022
U	MUNOZ_0000846-851	Fidelity Investments Statement dated January 31, 2023

(rest of page intentionally blank)

Dated: June 15, 2023

T.A. Kittila

HALLORAN FARKAS + KITTLILA LLP

Theodore A. Kittila (Bar No. 3963)

5801 Kennett Pike, Suite C/D

Wilmington, Delaware 19807

Phone: (302) 257-2025

Fax: (302) 257-2019

tk@hfk.law

Counsel for Objector Rose Izzo

SWORN TO AND SUBSCRIBED
before me this 15th day of June 2023

[Signature]
Notary Public





EXHIBIT N

Date: Saturday, February 11 2023 09:44 AM

Subject: RE: AMC Debt Capacity

From: Himanshu Gulati [REDACTED]

To: Benjamin Chuchla [REDACTED]; Chetan Bansal [REDACTED]

Call me ben

Thanks

From: Benjamin Chuchla [REDACTED]

Sent: Saturday, February 11, 2023 9:44 AM

To: Himanshu Gulati [REDACTED]; Chetan Bansal [REDACTED]

Subject: AMC Debt Capacity

H - we've done some detailed write ups on this which I can pass along if you would like

But in summary, available debt capacity without any votes / amendments should be

- About \$300m senior lien debt (could be 1L or 1.5L)
- \$50m of non-guarantor restricted subsidiary debt
- \$150m Pari 2L debt. Can do up to 200 total but only 150 can be secured
- \$75m Pari 2L debt only if used to refinance the unsecureds and only if that refinancing occurs below 55c

And of course if the 2L amend their absolute provision on unrestricted investments, all bets are off to the tune of 2.25bn+ of investment capacity.

EXHIBIT O

BNY MELLON		CIM INVESTMENT MGMT		Asset Detail - By Asset type			Report ID: IACS0005	
							Base Currency: USD	
				2/28/2023			Status: PRELIMINARY	
		Shares/Par	Description	Price	Cost	Market Value	Percent Of Total	Net Unrealized
		Security ID	Link Ref	Local/Base	Local/Base	Local/Base		Gain/Loss
		CUSIP						Local/Base
EQUITY								
U.S. DOLLAR								
		879,000	AMC ENTERTAINMENT HOLDINGS INC	2.0700	7,964.37	1,819.53		-6,144.84
	00165C203			2.0700	7,964.37	1,819.53	100.00	-6,144.84
	00165C203							

EXHIBIT P

Transaction Detail											
Reported By Transaction Category											
8/1/2022 - 8/31/2022											
Report ID: IACS0008											
Base Currency: USD											
Status: FINAL											
Trans Code	Link Ref	Shares/Par Description	Security Id Broker	Transaction No./Client Ref No.	Trade Date	C. Settle Date	Reported Date	Price Local/Base	Cost Local/Base	Amount Local/Base	Net Gain/Loss Local/Base
					TOTAL U.S. DOLLAR EQUITY:						
					TOTAL EQUITY SALES:						
					TOTAL SALES:						
CORPORATE ACTIONS											
CORPORATE ACTION DIVIDEND INCOME											
U.S. DOLLAR											
ST		879,000 AMC ENTERTAINMENT HOLDINGS INC			8/22/2022			0.000000	6,109.05	0.00	0.00
		00165C203 PFD 0.000%			8/22/2022			0.000000	6,109.05	0.00	0.00
		20220822F000020			8/22/2022						
INTEREST											
CASH & CASH EQUIVALENTS											
U.S. DOLLAR											
IT		REDACTED - NON RESPONSIVE			8/2/2022			0.000000	181.16	181.16	0.00
					8/1/2022			0.000000	181.16	181.16	0.00
					8/2/2022						
INTEREST ACCRUAL											
CASH & CASH EQUIVALENTS											
U.S. DOLLAR											
IA		REDACTED - NON RESPONSIVE			8/31/2022			0.000000	0.00	-0.50	0.00
					9/1/2022			0.000000	0.00	-0.50	0.00
					8/31/2022						
DIVIDENDS											
EQUITY											
U.S. DOLLAR											
DV		REDACTED - NON RESPONSIVE			7/28/2022			0.000000	44.93	44.93	0.00
					8/12/2022			0.000000	44.93	44.93	0.00
					8/12/2022						

BNY MELLON

3/15/2023 11:37:39 AM EDT

Page 6 of 18

EXHIBIT Q



INVESTMENT REPORT
February 1, 2023 - February 28, 2023

FIDELITY ACCOUNT ANTHONY FRANCHI - INDIVIDUAL

► Account Number: [REDACTED]

Your Account Value:

Change from Last Period:

ANTHONY FRANCHI

	This Period	Year-to-Date
Beginning Account Value	[REDACTED]	[REDACTED]
Change In Investment Value *	[REDACTED]	[REDACTED]
Ending Account Value **	[REDACTED]	[REDACTED]
Accrued Interest (AI)	[REDACTED]	[REDACTED]
Ending Account Value Incl. AI	[REDACTED]	[REDACTED]

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

** Excludes unpriced securities.

Contact Information

Online Fidelity.com
FAST®-Automated Telephone (800) 544-5555
Customer Service (800) 544-6666

Save on your tax preparation services. Learn more at
Fidelity.com/taxprep.

Brokerage services provided by Fidelity Brokerage Services LLC (FBS), Member NYSE, SIPC (800) 544-6666. Brokerage accounts carried by National Financial Services LLC (NFS), Member NYSE, SIPC.



Account Summary

Account # [REDACTED]
ANTHONY FRANCHI - INDIVIDUAL

Account Value:

[REDACTED]

Account Holdings



Change in Account Value

- \$5.68

	This Period	Year-to-Date
Beginning Account Value	[REDACTED]	[REDACTED]
Change in Investment Value *	[REDACTED]	[REDACTED]
Ending Account Value	[REDACTED]	[REDACTED]
Accrued Interest (AI)	[REDACTED]	[REDACTED]
Ending Account Value Incl. AI	[REDACTED]	[REDACTED]

Total Account Trades Mar 2022 - Feb 2023 [REDACTED]

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

Core Account and Credit Balance Cash Flow

	This Period	Year-to-Date
Beginning Balance	[REDACTED]	[REDACTED]
Investment Activity	[REDACTED]	[REDACTED]
Securities Bought	[REDACTED]	[REDACTED]
Dividends, Interest & Other Income D	[REDACTED]	[REDACTED]
Total Investment Activity	[REDACTED]	[REDACTED]
Ending Balance	[REDACTED]	[REDACTED]

D Includes dividend reinvestments.

Top Holdings

Description	Value	Percent of Account
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]

Please note that, due to rounding, percentages may not add to 100%.

Income Summary

	This Period	Year-to-Date
Taxable	[REDACTED]	[REDACTED]
Dividends	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]



INVESTMENT REPORT
February 1, 2023 - February 28, 2023

Holdings

Account # [REDACTED] **INDIVIDUAL**
ANTHONY FRANCHI -

Core Account							
Description	Beginning Market Value Feb 1, 2023	Quantity Feb 28, 2023	Price Per Unit Feb 28, 2023	Ending Market Value Feb 28, 2023	Total Cost Basis	Unrealized Gain/Loss Feb 28, 2023	EAI (\$) / EY (%)
			</				

Stocks

[illegible]



Holdings

Account # [REDACTED]
ANTHONY FRANCHI - INDIVIDUAL

Stocks (continued)

Description	Beginning Market Value Feb 1, 2023	Quantity Feb 28, 2023	Price Per Unit Feb 28, 2023	Ending Market Value Feb 28, 2023	Total Cost Basis	Unrealized Gain/Loss Feb 28, 2023	EAI (\$) / EY (%)
Common Stock (continued)							
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Common Stock	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Stocks	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Holdings				[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

All positions held in cash account unless indicated otherwise.

EAI Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI is an estimate of annual income for a specific security position over the next rolling 12 months. EAI may be negative on short & EY positions. EY is calculated by dividing the current EAI for a security position by its statement closing date market value. EAI and EY are estimates only and may include return of principal and/or capital gains, which would render them overstated. Actual income and yield might be lower or higher than the estimated amounts. For calculation details, refer to the "Additional Information and Endnotes" section.

Total Cost Basis does not include the cost basis on core, money market or other positions where cost basis is unknown or not applicable.

Activity

Securities Bought & Sold

Settlement Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Transaction Cost	Amount
Total Securities Bought							
Net Securities Bought & Sold							



Activity

Account # [REDACTED]
ANTHONY FRANCHI - INDIVIDUAL

Dividends, Interest & Other Income

(Includes dividend reinvestment)

Settlement Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Dividends, Interest & Other Income						

Core Fund Activity

For more information about the operation of your core account, please refer to your Customer Agreement.

Settlement Date	Type	Transaction	Description	Quantity	Price	Amount	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Core Fund Activity							

Additional Information and Endnotes

Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI for fixed income is calculated using the coupon rate. For all other securities, EAI is calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. EY reflects only the income generated by an investment and not changes in its price which may fluctuate. Interest and dividend rates are subject to change at any time and may be affected by current and future economic, political and business conditions. EAI and EY are provided for informational purposes only and should not be used or relied on for making investment, trading or tax decisions. EAI and EY are based on data obtained from information providers believed to be reliable, but no assurance can be made as to accuracy, timeliness or completeness. Please refer to the Help/Glossary on Fidelity.com for additional information regarding these calculations.



Additional Information and Endnotes

Account # X [REDACTED]
ANTHONY FRANCHI - INDIVIDUAL

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Additional Investments with Fidelity. Make checks payable to Fidelity Investments. Include your account number on the check. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail checks or other inquiries to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0003.

Income Summary Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

Cost Basis, Gain/Loss, and Holding Period Information NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. Unless otherwise specified, NFS applies the average cost method for open-end mutual funds and the first-in, first-out (FIFO) method for all other securities. Cost basis is adjusted for wash sales on securities with the same CUSIP held in the same account (unless your account receives mark-to-market reporting). Your statement may not reflect all adjustments required for tax purposes. Customers should consult their tax advisors for further information.

Cost Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains and reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds.

Additional Information About Your Brokerage Account, If Applicable

Free credit balances (FCB) are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds financial decision or placing an order.

Executing Orders on the Floor of the NYSE The Floor broker may permit the Designated Market Maker to connect to you or field in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. Fidelity may use this free credit balance in trade on parity with the order for some or all of the executions associated with filing that order, where such connection with its business, subject to applicable law. **Assets Separate from Your Brokerage Account** Only SIPCs in the margin portion of your brokerage account contribute to margin and maintenance requirements.

Other Assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held in brokerage value of securities accounts managed by Fidelity Personal and Workplace Advisors LLC (FPWA) are carried by NFS and covered Fidelity Investments Fidelity Distributors Company LLC (FDC) is the distributor for Fidelity Funds with by SIPC but do not contribute to your margin and maintenance requirements. **Short Account Balances** marketing and shareholder services provided by FBS or NFS. **Brokerage services are provided by FBS;** Securities sold short are held in a segregated short account. These securities are marked-to-market for margin which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin. NFS is also available for inspection at its office. Fidelity Investments (with pyramid logo) is a trademark of statement end date. **Information About Your Option Transactions** Each transaction confirmation previously FMR LLC.

delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment Shares** credited to your account (resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC)). **Price** FPWA or Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank. Nondeposit investment individual unit price is displayed in 5 decimal places. The Total Market Value has been calculated out to 9 decimal places but the various sources, may be impacted by the frequency with which such prices are reported and such prices are subject to risk, including possible loss of principal. These advisory services are provided for a fee. FBS, such quotes are not available. Pricing vendors use a variety of techniques to estimate value. These Miscellaneous Mutual fund shares, or her securities held in your account, and insurance products are neither estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the

using the FIFO method if shares were purchased at different times or prices. **Statement Mailing** We deliver statements at least four times during the calendar year for any account with a balance.

Statement Discrepancies Please review your brokerage account and report any inaccuracies or discrepancies. Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to FBS by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 866-408-1138. Any oral communications regarding inaccuracies or discrepancies should be confirmed in writing to protect your rights, including those under the Securities Investor Protection Act (SIPA).

Material Changes Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).

Mutual Funds and Performance Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit Fidelity.com/performance for most recent month-end performance.

Sales Loads & Fees Each fund reserves the right to terminate or modify its exchange privilege in the future. In connection with (i) access to purchase, sale, exchange or redemption of (funds*) or (ii) infrastructure needed to support such funds, mutual funds, ETFs and other investment products ("funds") or (iii) infrastructure needed to support such funds, some funds, or their investment affiliates, pay FBS and/or NFS sales loads and 12b-1 fees described in the prospectus as well as additional compensation for shareholder services, start-up fees, platform support and maintenance, and marketing, engagement and analytics programs. Additional information about the source(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to the customer upon written request. At the time you purchase shares of funds those shares will be assigned either a load, transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any fees applicable to your transaction will be assessed based on the status assigned to the shares at the time of purchase.

value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

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delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment Shares** credited to your account (resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC)). **Price** FPWA or Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank. Nondeposit investment individual unit price is displayed in 5 decimal places. The Total Market Value has been calculated out to 9 decimal places but the various sources, may be impacted by the frequency with which such prices are reported and such prices are subject to risk, including possible loss of principal. These advisory services are provided for a fee. FBS, such quotes are not available. Pricing vendors use a variety of techniques to estimate value. These Miscellaneous Mutual fund shares, or her securities held in your account, and insurance products are neither estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the

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value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

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delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment Shares** credited to your account (resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC)). **Price** FPWA or Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank. Nondeposit investment individual unit price is displayed in 5 decimal places. The Total Market Value has been calculated out to 9 decimal places but the various sources, may be impacted by the frequency with which such prices are reported and such prices are subject to risk, including possible loss of principal. These advisory services are provided for a fee. FBS, such quotes are not available. Pricing vendors use a variety of techniques to estimate value. These Miscellaneous Mutual fund shares, or her securities held in your account, and insurance products are neither estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the



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EXHIBIT R



1055 Westlakes Dr., Suite 300
Berwyn, PA 19312
(T) 484-324-6800
(F) 484-631-1305
www.rmclasslaw.com

February 5, 2023

Anthony Franchi

RE: AMC Entertainment Holdings, Inc.

Dear Anthony:

By your signature below, you are acknowledging that you have agreed to be represented by RM LAW, P.C., Bernstein Litowitz Berger & Grossmann LLP, and such co-counsel as they deem appropriate to associate with in an action against AMC Entertainment Holdings, Inc. and certain of its officers and directors.

We have advised you that we have conducted a thorough investigation into the facts and circumstances surrounding the allegations contained in the Complaint, and we believe them to be meritorious. You understand that in seeking to be a plaintiff, you are undertaking certain fiduciary duties and responsibilities, which require you to adequately and fairly represent the class by becoming generally familiar with this litigation so that you can monitor, review and participate with counsel in the prosecution of the action. You may and should confer with us at any time you feel it is appropriate to do so. Your fiduciary duty also requires you to act in the best interests of the class at all times and not put your own personal interests ahead of the interests of the class. If you obtain access to non-public information during the pendency of the litigation, you must not engage in transactions in the company's stock. You must also preserve any documents you have related to the case. Also, please let us know if your contact information changes.

Our firm prosecutes class actions and is seeking to undertake this litigation on a contingent fee basis. You will not be responsible for any attorney's fees. This means we will not seek payment of any fees unless the lawsuit generates a recovery or benefit for the class. The payment of our fees in this suit is subject to court approval, and we generally seek to have our fees calculated as a percentage of the benefit created as a result of the lawsuit. In no event, will we request over 33.33% of the amount recovered plus reasonable disbursements. If non-monetary benefits are achieved, we will base our fee request on prior court awards where similar benefits were achieved. If there is no recovery or benefit for the class, our firm will not be paid.

We will advance all costs and expenses that we deem necessary to pursue an appropriate recovery in this suit. Typical costs and expenses include, but are not limited to, telephone, fax transmission, court costs, computer research, copy, and postage expenses, as well as more substantial items, such as the cost of travel, deposition, trial, mediation expenses, and expert

witness and consultant fees. If the lawsuit generates a recovery for the class, we will apply to the Court to have our costs and expenses reimbursed from the settlement fund remaining after the attorneys' fees have been paid. If there is no recovery, you will not be responsible for any costs.


In the course of the lawsuit, we may, without notice to you, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, or for referral fees, or other services performed. You also agree that with respect to situations in which our co-counsel perform services, they may be entitled to receive between 5% and 10% of our firm's overall fee. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above. If we determine at any time that the prosecution of these claims is not feasible or is contrary to justice or the standards of good faith, we are then entitled to withdraw from the representation in the action, with reasonable notice to you. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes, disagreements and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration pursuant to the Rules of the American Arbitration Association.

We look forward to working with you.

Very Truly Yours,

RM LAW, P.C.

By:


RICHARD A. MANISKAS

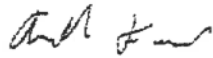

Anthony Franchi

EXHIBIT S

January 1, 2023 - January 31, 2023

Account Number: [REDACTED]

Account Type: **INDIVIDUAL**Account Status: **Pro Elite****E*TRADE Securities LLC**

P.O. Box 484

Jersey City, NJ 07303-0484

1-800-387-2331 etrade.com

Member SIPC

Customer Update:

2022 Consolidated Forms 1099 for brokerage accounts will be available in the Tax Center and E*TRADE mobile app by February 15, 2023.

E*TRADE Pro Elite
Investment Account

Resolve to grow your retirement savings in 2023.

Open an E*TRADE IRA at etrade.com
and give your nest egg a boost.

USBALDO MUNOZ
[REDACTED]**Account At A Glance**
E*TRADE
from Morgan Stanley

 ▲ DETACH HERE
USBALDO MUNOZ
[REDACTED]

DETACH HERE ▲

Use This Deposit Slip**Acct:** [REDACTED]**Please do not send cash**

Make checks payable to E*TRADE Securities LLC

Mail deposits to:

TOTAL DEPOSIT

Dollars	Cents

E*TRADE SECURITIES LLC

P.O. Box 484

Jersey City, NJ 07303-0484

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Munoz_0000155

Please refer to the E*TRADE Securities LLC ("ETS") Customer Agreement (the "Customer Agreement") at www.etrade.com/custagreement for a complete discussion of the terms and conditions governing your account and the Relationship Summary at www.etrade.com/relationshipsummary for information about ETS services. If you have questions regarding the Customer Agreement, your account, or positions and balances please contact us through etrade.com or call 800-387-2331. THE INFORMATION CONTAINED IN YOUR ACCOUNT STATEMENT SHALL BE BINDING UPON YOU IF YOU DO NOT OBJECT, EITHER IN WRITING OR VIA ELECTRONIC MAIL WITHIN FIVE (5) DAYS AFTER THE ACCOUNT STATEMENT IS FIRST RECEIVED BY YOU.

Securities products and services are offered by ETS, Member SIPC. Your account is carried by ETS, Member SIPC, which maintains your funds and securities deposited with ETS directly by you or your advisor firm. Please review this statement carefully. If you disagree with any transaction, or if there are any errors or omissions, please notify us at 800-387-2331 within five (5) days of your receipt of this statement. Any oral statements that you have made to us should be confirmed in writing.

Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearinghouse, where the transactions are executed by ETS or its agents, including ETS affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's Broker Check Program, including an investor brochure, please contact FINRA at 800-289-9999 or www.finra.org.

Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom are based on US month end prices and are provided by outside quotation services for the securities held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. Prices used are based on the last reported transaction known to the quotation services or the yields or values that are calculated on the basis of these prices. Value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CD(s) in the secondary market. Bonds and/or fixed income securities trade differently than equity securities and do not trade on a liquid exchange. Rather, they trade in the OTC (over-the-counter) market and sufficient liquidity may not exist for you to sell your position prior to maturity. The sale of instruments prior to maturity may result in a loss of principal.

Interest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest, dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to-date figures shown on your statement reflect these amounts classified to the best of our current knowledge based on activity. In certain circumstances, payments may be subject to reclassification, such reclassifications will be reflected to the Internal Revenue Service on your Form 1099. Your statement may not reflect all adjustments required for tax purposes, please refer to your tax documents.

SIPC and other Insurance Coverage. ETS is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the assets in each of your securities accounts at ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call 202-371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are considered securities rather than cash.) Additional protection for ETS has been secured through an independent insurer, more information about which can be found at <http://us.etrade.com/customer-service/faq>. The market risks associated with investing and any resulting losses are not covered by SIPC or the additional protection.

Payment for Order Flow. The SEC (and FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECNs (collectively, "market centers")). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS receives remuneration (generally in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS posts SEC Rule 606 quarterly reports that include order routing disclosures including the material aspects of the firm's relationships with outside market centers at www.etrade.com. In addition, on request, ETS may provide the identity of the venue to which your orders were routed for execution in the six months prior to the request, whether the orders were directed orders or nondirected orders, and the time of the transactions, if any, that resulted from such orders. ETS regularly assesses the execution quality provided by the market centers to which we route order flow in seeking best execution for our clients. For non-directed client orders, it is our policy to route orders to market centers based on a number of factors that are more fully discussed in the Supplemental Materials of FINRA Rule 5310, including where applicable, but not necessarily limited to, speed of execution, price improvement opportunities, differences in price dis-improvement, likelihood of executions, the marketability of the order, size guarantees, service levels and support, the reliability of order handling systems, customer needs and expectations, transaction costs and whether the firm will receive remuneration for routing order flow to such market centers. Price improvement is available under certain market conditions and for certain order types and we regularly monitor executions to test for such improvement if available.

Margin Accounts. The amount of margin required will be the greater of the (1) amount required by applicable laws, regulations, rules of applicable self-regulatory organizations and clearinghouses, or (2) amount required by ETS in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETS and on credit extended to you by ETS for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. Except as otherwise agreed by you and ETS the applicable interest rate for margin loans will be determined by adding the prevailing base rate and the applicable sliding scale percentage rate, which is in turn determined by your average daily debit balance. Your stated interest rate is subject to change without notice during each period in accordance with fluctuations in your average daily debit balance and changes to the base rate that are attributable to a change in the Federal Funds rate. ETS will provide you with at least 30 days' prior written notice before changing your stated interest rate for any other reason. Information about ETS's base rate is available upon written request to ETS. For more information on how ETS calculates interest, please see the Customer Agreement. If you have a margin account, this statement is a combined statement for both your margin account and special memorandum account. The permanent record of the separate account as required by Regulation T of the Federal Reserve Board is available for your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETS, are payable to you upon demand and referred to as free credit balances. Your free credit cash balances: 1) can be maintained in the securities account and will earn interest through the "Cash Balance Program" as more fully described at <http://us.etrade.com/options/uninvested-cash>, and 2) as such are held unsegregated and may be used by ETS in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Your free credit cash balances can alternatively be directed to other cash balance options.

Other Cash Balance Option. In addition to the Cash Balance Program, you may have the option to have free credit balances in your securities account automatically transferred to a

bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law. Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETS of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

Random Allocation of Options Assignment Notices. Assignment notices for short option contracts are allocated among customer short option positions in accordance with a random allocation method. A detailed description of ETS's random allocation method is available at etrade.com and a hard copy of the allocation procedures is available upon request.

Financial Statement. A financial statement of ETS is available for your inspection at its offices or etrade.com or will be mailed to you upon your written request.

Valuation of Certain Alternative Investments (including DPP and REIT securities). Account statements may include valuations for alternative investments. The values of such investments are estimated and reflect either the most recent valuation provided to ETS by the issuer of the investment, or a valuation provided by an independent third party, which ETS will obtain as part of its services, on an annual or more frequent basis. ETS does not provide a guarantee of the value or the appropriateness of the appraisal methodology applied by the independent third party in providing a value and ETS assumes no responsibility for verifying the accuracy of any valuation presented. Failure of the issuer to provide a timely valuation is your sole responsibility. The investment may reflect no value if a valuation was unavailable or is inaccurate. Investment in non-publicly traded securities, which includes alternative investments, often involves higher risk and less liquidity than other investments. Because there is generally no secondary market for alternative investments, the values reported to you should not be relied upon as any indication of market value. You may be able to sell your interests in the alternative investments held in your account, if at all only for amounts that are substantially less than their purchase price or the estimated values on your account statements. If your statement reflects a distribution that included a return of capital on Direct Participation Programs and/or REITs, please note that said distributions are reported and a net investment per share estimated value is also reported. Pricing and distribution information has been provided by the sponsor, issuer or other external party responsible for reporting of the DPP or REIT and the classification of distributions as income or return of capital, in whole or in part, is subject to final accounting by such party(ies) and will be reported to you on a Form 1099 or K-1, as applicable.

In case of errors or questions about your Electronic Fund Transfers please contact us at 800-387-2331 immediately or in writing at E*TRADE Securities LLC, PO Box 484, Jersey City, NJ 07303-0484 or by visiting etrade.com, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The information contained in your account statement shall be binding upon you if you do not object within sixty (60) days after any transfer of funds subject to Regulation E, such as ATM and point-of-sale transfers, debit transactions, direct deposits, and withdrawals. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

ETS is a subsidiary of Morgan Stanley. If you have a complaint, please call 800-387-2331, or write to: E*TRADE Securities LLC, P.O. Box 464, Jersey City, NJ 07303-0464.

Definitions:

Activity/Trade Date. Trade date or transaction date of other entries.
Total Portfolio Percent. Percentage of your holding by issue of security.
DIVIDEND% Yield. Annual dividend or bond % yield.
Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.
Symbol/CUSIP. The symbol or identification number for each security.
*** Denotes a security where either the country of issue or country of incorporation of the issuer is outside the US.

Pending and Unsettled Transactions. Based on the timing of statement generation, the value of certain unsettled trades and/or pending transactions (e.g., transactions that take place or settle after the last business day of the month) may not be reflected on your statement. Please e-mail us through etrade.com or call 800-387-2331 with any questions.

SRB240 - 01/22



E*TRADE Pro Elite
Investment Account

Account Number: [REDACTED]

Statement Period : January 1, 2023 - January 31, 2023

Account Type: INDIVIDUAL

ACCOUNT OVERVIEW

ASSET ALLOCATION (AS OF 01/31/23)



Customer Update:

Visit the E*TRADE Tax Center to access tax forms (when available), plus tips and tools to help with your tax preparation. Bookmark etrade.com/tax today.

ACCOUNT VALUE SUMMARY

AS OF 01/31/23	AS OF 12/31/22	% CHANGE
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Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep deposits may be swept to Morgan Stanley Bank, N.A., and/or Morgan Stanley Private Bank, National Association, Members FDIC, and depending on the sweep program may also be swept to third party banks. Subject to other funds a customer might maintain at the recipient bank, sweep funds will receive a maximum of \$250,000 in FDIC insurance coverage at each federally insured depository institution to which funds are swept. Securities products and cash balances other than sweep deposits are not FDIC insured, not guaranteed deposits or obligations of Morgan Stanley Bank, Morgan Stanley Private Bank, or any third party bank to which they might be swept, and are subject to investment risk, including possible loss of the principal invested.

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E*TRADE Pro Elite
Investment Account

Account Number: [REDACTED]

Statement Period : January 1, 2023 - January 31, 2023

Account Type: INDIVIDUAL

NET ACCOUNT VALUE BY MONTH END

ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR TO DATE
-------------	-------------	--------------

[REDACTED]		
------------	--	--

JAN-22 FEB-22 MAR-22 APR-22 MAY-22 JUN-22 JUL-22 AUG-22 SEP-22 OCT-22 NOV-22 DEC-22 JAN-23

TOP 10 ACCOUNT HOLDINGS (AS OF 01/31/23)

[REDACTED]	
------------	--

Account Number: [REDACTED]

Statement Period : January 1, 2023 - January 31, 2023

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS [REDACTED]

DESCRIPTION				PORTFOLIO %	AMOUNT
-------------	--	--	--	-------------	--------

**TOTAL CASH & CASH EQUIVALENTS YTD INTEREST (CREDIT INTEREST ONLY)
STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS** [REDACTED]

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
-------------	------------------	--------------	----------	-------	--------------------	------------------	-----------------------	--------------------------

[REDACTED]								
AMC ENTERTAINMENT HOLDINGS INC CL A COM	AMC	Margin	25,000	5.3500	133,750.00	61.62		

[REDACTED]								
------------	--	--	--	--	--	--	--	--

Account Number: [REDACTED]

Statement Period : January 1, 2023 - January 31, 2023

Account Type: INDIVIDUAL

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (Continued)

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
-------------	------------------	--------------	----------	-------	--------------------	------------------	-----------------------	--------------------------

[REDACTED]								
------------	--	--	--	--	--	--	--	--

PREFERRED STOCKS

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
AMC ENTERTAINMENT HOLDINGS INC AMC PRFRD EQTY UNITS EACH CNSTNG OF DPSTRY SHR RPRSENTNG 1/100	APE	Margin	81	2.4200	196.02	0.09		

[REDACTED]								
------------	--	--	--	--	--	--	--	--



Account Number: [REDACTED]

Statement Period : January 1, 2023 - January 31, 2023

Account Type: INDIVIDUAL

TOTAL ESTIMATED ACCOUNT HOLDINGS ANNUAL INCOME

[REDACTED]

TRANSACTION HISTORY

SECURITIES PURCHASED OR SOLD

TRADE DATE	SETTLEMENT DATE	DESCRIPTION	SYMBOL/ CUSIP	TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT PURCHASED	AMOUNT SOLD
------------	-----------------	-------------	---------------	------------------	----------	-------	------------------	-------------

[REDACTED]

DIVIDENDS & INTEREST ACTIVITY

DATE	TRANSACTION TYPE	DESCRIPTION	SYMBOL/ CUSIP	AMOUNT DEBITED	AMOUNT CREDITED
------	------------------	-------------	---------------	----------------	-----------------

[REDACTED]



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EXHIBIT T

December 1, 2022 - December 31, 2022

Account Number: [REDACTED]
 Account Type: INDIVIDUAL
 Account Status: Pro Elite

E*TRADE Securities LLC
 P.O. Box 484
 Jersey City, NJ 07303-0484
 1-800-387-2331 etrade.com
 Member SIPC

Customer Update:

When to expect your 2022 tax documents

Visit etrade.com/tax to see when you'll receive
 1099s, 5498s, and other tax documents.

E*TRADE Pro Elite
 Investment Account

Why not get your statements, confirmations, and
 tax documents online? Enroll for paperless delivery
 today at etrade.com/paperless.

USBALDO MUNOZ

Account At A Glance

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Make checks payable to E*TRADE Securities LLC

Mail deposits to:

TOTAL DEPOSIT

Dollars	Cents

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 P.O. Box 484
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Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETS, are payable to you upon demand and referred to as free credit balances. Your free credit cash balances: 1) can be maintained in the securities account and will earn interest through the "Cash Balance Program" as more fully described at <https://us.etrade.com/options-uninvested-cash>, and 2) as such are held unsegregated and may be used by ETS in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Your free credit cash balances can alternatively be directed to other cash balance options.

Other Cash Balance Option. In addition to the Cash Balance Program you may have the option to have free credit balances in your securities account automatically transferred to a

bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law. Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETS of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

Random Allocation of Options Assignment Notices. Assignment notices for short option contracts are allocated among customer short option positions in accordance with a random allocation method. A detailed description of ETS's random allocation method is available at etrade.com and a hard copy of the allocation procedures is available upon request.

Financial Statement. A financial statement of ETS is available for your inspection at its offices or at etrade.com or will be mailed to you upon your written request.

Valuation of Certain Alternative Investments (including DPP and REIT securities). Account statements may include valuations for alternative investments. The values of such investments are estimated and reflect either the most recent valuation provided to ETS by the issuer of the investment, or a valuation provided by an independent third party, which ETS will obtain as part of its services, on an annual or more frequent basis. ETS does not provide a guarantee of the value or the appropriateness of the appraisal methodology applied by the independent third party in providing a value and ETS assumes no responsibility for verifying the accuracy of any valuation presented. Failure of the issuer to provide a timely valuation is your sole responsibility. The investment may reflect no value if a valuation was unavailable or is inaccurate. Investment in non-publicly traded securities, which includes alternative investments, often involves higher risk and less liquidity than other investments. Because there is generally no secondary market for alternative investments, the values reported to you should not be relied upon as any indication of market value. You may be able to sell your interests in the alternative investments held in your account, if at all, only for amounts that are substantially less than their purchase price or the estimated values on your account statements. If your statement reflects a distribution that included a return of capital on Direct Participation Programs and/or REITs, please note that said distributions are reported and a net investment per share estimated value is also reported. Pricing and distribution information has been provided by the sponsor, issuer or other external party responsible for reporting of the DPP or REIT and the classification of distributions as income or return of capital, in whole or in part, is subject to final accounting by such party(ies) and will be reported to you on a Form 1099 or K-1, as applicable.

In case of errors or questions about your Electronic Fund Transfers please contact us at 800-387-2331 immediately or in writing at E*TRADE Securities LLC, PO Box 484, Jersey City, NJ 07303-0484 or by visiting etrade.com, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The information contained in your account statement shall be binding upon you if you do not object within sixty (60) days for any transfer of funds subject to Regulation E, such as ATM and point-of-sale transfers, debit transactions, direct deposits, and withdrawals. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

ETS is a subsidiary of Morgan Stanley. If you have a complaint, please call 800-387-2331 or write to: E*TRADE Securities LLC, P.O. Box 484, Jersey City, NJ 07303-0484.

Definitions:

Activity/Trade Date. Trade date or transaction date of other entries.
Total Portfolio Percent. Percentage of your holding by issue of security.
DIVIDCPI% Yield. Annual dividend or bond % yield.
Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.
Symbol/ICUSIP. The symbol or identification number for each security.
^{***} Denotes a security where either the country of issue or country of incorporation of the issuer is outside the US.

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S1RB240 - 01/22



E*TRADE Pro Elite
Investment Account

Account Number: [REDACTED]

Statement Period : December 1, 2022 - December 31, 2022

Account Type: INDIVIDUAL

Customer Update:

Tax questions? No problem.

Get helpful tips, tools, and key dates in the Tax Center. Visit etrade.com/tax today.

ACCOUNT OVERVIEW

ASSET ALLOCATION (AS OF 12/31/22)



ACCOUNT VALUE SUMMARY

AS OF 12/31/22	AS OF 11/30/22	% CHANGE
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E*TRADE Pro Elite
Investment Account

Account Number: [REDACTED]

Statement Period : December 1, 2022 - December 31, 2022

Account Type: INDIVIDUAL

NET ACCOUNT VALUE BY MONTH END

ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR TO DATE
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[REDACTED]		
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DEC-21 JAN-22 FEB-22 MAR-22 APR-22 MAY-22 JUN-22 JUL-22 AUG-22 SEP-22 OCT-22 NOV-22 DEC-22

TOP 10 ACCOUNT HOLDINGS (AS OF 12/31/22)

[REDACTED]

Account Number: [REDACTED]

Statement Period : December 1, 2022 - December 31, 2022

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS [REDACTED]

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		
Closing Balance		
Average Balance		
Extended Insurance Sweep Deposit Account Balance by Bank as of December 31, 2022		

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of \$500,000 for individual accounts and \$1,000,000 for joint accounts. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-387-2331.

TOTAL CASH & CASH EQUIVALENTS [REDACTED]

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS [REDACTED]

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
AMC ENTERTAINMENT HOLDINGS INC CLA COM	AMC	Cash	27,076	4.0700	110,199.32	97.84		

PREFERRED STOCKS [REDACTED]

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
AMC ENTERTAINMENT HOLDINGS INC AMC PRFRD EOTY UNITS ECH CNSTNG OF DPSTRY SHR RPRSNTNG 1/100	APE	Cash	1,255	1.4100	1,769.55	1.57		
TOTAL PREFERRED STOCKS								



E*TRADE Pro Elite
Investment Account

Account Number: [REDACTED]

Statement Period : December 1, 2022 - December 31, 2022

Account Type: INDIVIDUAL

TOTAL PRICED PORTFOLIO HOLDINGS (ON 12/31/22)

[REDACTED]

EXHIBIT U



► Account Number:

USBALDO MUNOZ

100

Gender	Age Group	Justified (%)	Not Justified (%)
Male	18-24	~85	~15
	25-34	~75	~25
	35+	~65	~35
Female	18-24	~75	~25
	25-34	~65	~35
	35+	~55	~45

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Account Summary

Account # [REDACTED]
USBALDO MUNOZ - INDIVIDUAL - TOD

[REDACTED]	
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Holdings

Account # [REDACTED]
USBALDO MUNOZ - INDIVIDUAL - TOD

Stocks

Description	Beginning Market Value Jan 1, 2023	Quantity Jan 31, 2023	Price Per Unit Jan 31, 2023	Ending Market Value Jan 31, 2023	Total Cost Basis	Unrealized Gain/Loss Jan 31, 2023	EAI (\$) / EY (%)
Common Stock							
M AMC ENTERTAINMENT HOLDINGS INC (AMC)	\$3,459.50	850.000	\$5.3500	\$4,547.50	\$22,853.39 ^t	-\$18,305.89	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Preferred Stock							
M AMC ENTMT HLDGS INC PFD EQT UNIT (APE)	\$1,198.50	850.000	\$2.4200	\$2,057.00	\$13,109.02 ^t	-\$11,052.02	-
Total Preferred Stock ([REDACTED] of account holdings)	\$1,198.50			\$2,057.00	\$13,109.02	-\$11,052.02	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

All positions held in margin account unless indicated otherwise.

Total Cost Basis does not include the cost basis on core, money market or other positions where cost basis is unknown or not applicable.

^t Third-party provided

M Position held in margin account.



Activity

Account # [REDACTED]
USBALDO MUNOZ - INDIVIDUAL - TOD



Additional Information and Endnotes

- ▶ **Electronic Funds Transfer Notice:** The following notice is required by the Bureau of Consumer Financial Protection's Regulation E and applies to electronic funds transfers (EFTs) made by consumers. However, it doesn't apply to all EFTs. Generally, EFTs in nonretirement accounts, aside from those made for the purchase or sale of securities, are subject to Regulation E (each a "Covered Transfer").

Error Resolution: In the case of errors or questions about a Covered Transfer, promptly call or write Fidelity using the contact information listed below. You must call or write Fidelity if you think that your statement is wrong or if you need more information about a Covered Transfer on the statement. Fidelity must hear from you no later than 60 days after Fidelity sent the FIRST statement on which the problem or error appeared. You will need to tell Fidelity your name and account number, describe the error or Covered Transfer that you are unsure about, explain as clearly as you can why you believe that it is an error or why you need more information, and tell Fidelity the dollar amount of the suspected error.

If you notify Fidelity orally, Fidelity may require that you send your complaint or question in writing within 10 business days. Fidelity will tell you the results of its investigation within 10 business days of hearing from you and will correct any error promptly. If Fidelity needs more time, however, it may take up to 45 days to investigate your complaint or question. If Fidelity decides to do this, it will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks you to put your request or question in writing and doesn't receive it within 10 business days, or if your account is a brokerage account subject to Regulation T of the Board of Governors of the Federal Reserve System (Credit by Brokers and Dealers, 12 CFR 220), Fidelity may not credit your account.

For questions involving new accounts, or point-of-sale or foreign-initiated transactions, Fidelity may take up to 90 days to investigate your complaint or question. For new accounts, Fidelity may take up to 20 days to credit your account for the amount you think is in error. Fidelity will inform you of the results of its investigation within three business days of its completion. If Fidelity decides that there was no error, Fidelity will send you a written explanation. You may ask for copies of the documents that Fidelity used in the investigation.

Contact Information: You can contact Fidelity by mail at Fidelity Investments, PO Box 770001, Cincinnati, OH, 45277-0002, or by phone at 800-544-6666.
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Additional Information and Endnotes

Account # [REDACTED]
USBALDO MUNOZ - INDIVIDUAL - TOD

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Income Summary Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

Cost Basis, Gain/Loss, and Holding Period Information NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. Unless otherwise specified, NFS applies the average cost method for open-end mutual funds and the first-in, first-out (FIFO) method for all other securities. Cost basis is adjusted for wash sales on securities with the same CUSIP held in the same account (unless your account receives mark-to-market reporting). Your statement may not reflect all adjustments required for tax purposes. Customers should consult their tax advisors for further information.

Cost Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds

Additional Information About Your Brokerage Account, if Applicable

Free credit balances (FCB) are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds sent to you or held in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. Fidelity may use this free credit balance in connection with its business, subject to applicable law.

Assets Separate from Your Brokerage Account Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other Assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held in brokerage accounts managed by Fidelity Personal and Workplace Advisors LLC (FPWA) are carried by NFS and covered by SIPC but do not contribute to your margin and maintenance requirements.

Short Account Balances Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date.

Information About Your Option Transactions Each transaction confirmation previously delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666.

Equity Dividend Reinvestment Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC).

Information/Total Market Value The Total Market Value has been calculated out to 9 decimal places but the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the

using the FIFO method if shares were purchased at different times or prices. **Statement Mailing** We deliver statements at least four times during the calendar year for any account with a balance.

Statement Discrepancies Please review your statement and report any inaccuracies or discrepancies. Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to FBS by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 866-408-1138. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (SIPA).

Material Changes Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).

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value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

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