



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE AMC ENTERTAINMENT
HOLDINGS, INC.
STOCKHOLDER LITIGATION

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

REVISED [PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in the Court, entitled *In re AMC Entertainment Holdings, Inc. Stockholder Litigation*, Consolidated C.A. No. 2023-0215-MTZ (the “Action”);

WHEREAS, a Stipulation and Agreement of Compromise, Settlement, and Release, dated as of April 27, 2023 (the “Stipulation”), has been entered into by and among: (i) Plaintiffs Usbaldo Munoz, Anthony Franchi, and Allegheny County Employees’ Retirement System (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below); and (ii) Defendants Adam M. Aron, Denise Clark, Howard W. Koch, Jr., Philip Lader, Gary F. Locke, Kathleen M. Pawlus, Keri Putnam, Anthony J. Saich, Adam J. Sussman, Lee Wittlinger, and AMC Entertainment Holdings, Inc. (“AMC” or the “Company”) (collectively, “Defendants,” and together with Plaintiffs, the “Parties,” and each a “Party”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the Action with

prejudice as against Defendants upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment;

WHEREAS, by Order dated May 1, 2023 (the “Scheduling Order”), the Court (i) preliminarily certified the Settlement Class solely for purposes of effectuating the Settlement; (ii) ordered that the Notice of the proposed Settlement be provided to potential Settlement Class Members; (iii) provided Settlement Class Members with the opportunity to object to the proposed Settlement and/or Lead Counsel’s application for a Fee and Expense Award, including Plaintiffs’ application for Incentive Awards; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on June 29 and June 30, 2023 (the “Settlement Hearing”) to: (i) determine whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Lead Counsel have adequately represented the Settlement Class, and whether Plaintiffs should be finally appointed as representatives for the Settlement Class and Lead Counsel should be finally appointed as counsel for the Settlement Class;

(iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Settlement Class and in the best interests of the Settlement Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered and the Status Quo Order lifted; (vi) determine whether and in what amount any Fee and Expense Award should be paid to Lead Counsel by Defendants and/or their insurers; (vii) determine whether and in what amount any Incentive Awards, to be paid to solely out of any Fee and Expense Award to Lead Counsel, should be paid to Plaintiffs; (viii) hear and rule on any objections to the Settlement and/or Lead Counsel's application for a Fee and Expense Award, including any Incentive Awards to Plaintiffs; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement;

| WHEREAS, on July 21, 2023, the Court issued an Opinion (the "July 21
| Opinion") declining to approve the Settlement on the basis that the Stipulation's
| release on behalf of Settlement Class Members was overly broad;

| WHEREAS, the Parties have subsequently executed an addendum (the
| "Addendum") to the Stipulation revising the Definition of "Released Plaintiffs'
| Claims" as follows:

“Released Plaintiffs’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands 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 during the Class Period, except claims with regard to enforcement of the Settlement and this Stipulation.

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 and the application by Lead Counsel for a Fee and Expense Award; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all Settlement Class Members or other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that the notice to Settlement Class Members pursuant to and in the manner prescribed in the Scheduling Order was adequate and

sufficient;~~and~~ the entire matter of the proposed Settlement having been heard and considered by the Court; the Court having issued its July 21 Opinion; the Parties having executed the Addendum; and the Court having considered the Addendum;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and the Settlement Class Members, and it is further determined that Plaintiffs, Defendants, and the Settlement Class, as well as any and all of their respective predecessors, predecessors-in-interest, successors, successors-in-interest, legal representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, in their capacities as such only, and any other person or entity purporting to claim through or on behalf of them in such capacity only, and each of them, together with their respective predecessors, predecessors-in-interest, successors, successors-in-interest, legal representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, are bound by this Order and Final Judgment.

2. The dissemination of the Notice, substantially in the form attached as Exhibit B to the Stipulation, and publication of the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner

prescribed in the Scheduling Order, is hereby determined to be the best notice reasonably practicable under the circumstances, to constitute due and sufficient notice to all Persons entitled to receive notice of the Settlement, and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable laws and rules.

3. The Court hereby finally certifies the Action, for purposes of the Settlement only, 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 the following class (the “Settlement Class”):

All holders of AMC Entertainment Holdings, Inc. (“AMC”) Class A common stock (the “Common Stock”) during the period from August 3, 2022 through and including the record time, expected to be set as of the close of business in accordance with any New York Stock Exchange and/or Depository Trust Company requirements or policies, on the business day prior to Conversion on which the Reverse Stock Split is effective (the “Class Period”), whether beneficial or of record, including the legal representatives, heirs, successors-in-interest, transferees, and assignees of all such foregoing holders, but excluding Defendants.

4. The Court hereby finally appoints Plaintiffs as representatives for the Settlement Class and Bernstein Litowitz Berger & Grossmann LLP, Fields Kupka & Shukurov LLP, and Grant & Eisenhofer P.A. as counsel for the Settlement Class (“Lead Counsel”). 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. For purposes of the Settlement only, 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: (i) the members of the Settlement Class (collectively, the “Settlement Class Members”) are so numerous that their joinder in the Action would be impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of Plaintiffs are typical of the claims of the Settlement Class; (iv) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Lead Counsel have fairly and adequately represented and protected the interests of the Settlement Class; (v) 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, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Settlement Class Members; and (vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole appropriate.

6. The Settlement as provided for in the Stipulation, as revised by the Addendum, is approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class.

7. Pursuant to Court of Chancery Rule 23, the Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, as revised by the Addendum, and the Register of Chancery is directed to enter and docket this Order and Final Judgment dismissing the Action in its entirety and with prejudice.

8. The Status Quo Order entered by the Court on February 27, 2023, is lifted.

9. The Stipulation, as revised by the Addendum, shall be binding upon and inure to the benefit of the Released Persons.

10. Upon the Effective Date, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and any and all of their respective predecessors, successors, representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, in their capacities as such only, and any other person or entity purporting to claim through or on behalf of them in such capacity only, by operation of this Order and Final Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release,

relinquish, settle, and discharge the Released Plaintiffs' Claims as against the Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instigating, or prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendants' Persons.

11. Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective predecessors, successors, representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, in their capacities as such only, and any other person or entity purporting to claim through or on behalf of them in such capacity only, by operation of this Order and Final Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Defendants' Claims as against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiffs' Persons.

12. The terms of the Settlement were negotiated at arm's-length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Lead Counsel are hereby awarded attorneys' fees and expenses in the amount of \$_____ (the "Fee and Expense Award"), which amount the Court

finds to be fair and reasonable. Each Plaintiff is hereby awarded an incentive award in the amount of \$_____ (the “Incentive Awards”), which shall be paid to each Plaintiff solely out of the Fee and Expense Award, and which amounts the Court finds to be fair and reasonable.

14. The Fee and Expense Award shall be paid by Defendants and/or their insurers pursuant to the terms of the Stipulation.

15. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Settlement Class Members, and Defendants under the Stipulation, [as revised by the Addendum](#), shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the Fee and Expense Award or the Incentive Awards.

16. The Parties and all Settlement Class Members shall be and are deemed bound by the Stipulation, [as revised by the Addendum](#), and this Order and Final Judgment. This Order and Final Judgment, including the release of all of the Released Plaintiffs’ Claims against all of the Released Defendants’ Persons and the release of all of the Released Defendants’ Claims against all of the Released Plaintiffs’ Persons, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Claims against any of the Released Persons.

17. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the strictures of Delaware Court of Chancery Rule 11 in connection with the institution, prosecution, defense, and settlement of the Action.

18. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (i) this Order and Final Judgment shall be rendered null and void and shall be vacated; (ii) all orders entered and releases delivered in connection herewith shall be null and void; (iii) all of the Parties and the Company shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Term Sheet on April 2, 2023, and they shall proceed in all respects as if the Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (iv) all claims and defenses as to any issue in the Action shall be preserved without prejudice; (v) the statements made in connection with the negotiation of the Term Sheet and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission by any Party, and shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action; and (vi) no materials created by or received from any other Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any

purpose in any court or other tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

19. Neither the Term Sheet, the Stipulation, [the Addendum](#), the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party, of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each of the Parties. Neither the Term Sheet, the Stipulation, [the Addendum](#), nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendants' Persons, or of any infirmity of any defense, or of any damage to Plaintiffs or any Settlement Class Member; (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released

Defendants' Persons concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted, in the Action, or of any purported liability, fault, or wrongdoing of any of the Released Defendants' Persons or of any injury or damages to any Person; (iii) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Payment; or (iv) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation, [as revised by the Addendum](#), and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation, [as revised by the Addendum](#), and/or this Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusive effect, or to otherwise consummate or enforce the Stipulation, [the Addendum](#), Settlement, and/or this Order and Final Judgment, including, without limitation, to secure any insurance

rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

20. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation,
as revised by the Addendum, and the Settlement.

21. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

22. The Action is hereby dismissed in its entirety and with prejudice. The Parties are to bear their own costs, except as otherwise provided in this Order and Final Judgment, the Scheduling Order, and the Stipulation.

Vice Chancellor Morgan T. Zurn

Dated: _____, 2023

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