

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

**REPORT AND RECOMMENDATION OF SPECIAL MASTER
REGARDING OBJECTIONS TO PROPOSED SETTLEMENT**

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Dated: June 21, 2023

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PRELIMINARY STATEMENT

AMC Entertainment Holdings, Inc., a movie theater chain (“AMC” or the “Company”), was hit hard by the COVID-19 pandemic, which shuttered theaters around the world. AMC was facing significant financial difficulties, until AMC retail investors rallied around the stock.

As AMC’s common stock price soared, AMC’s Board of Directors (the “Board”) sold nearly all remaining shares of common stock authorized under AMC’s Third Amended and Restated Certificate of Incorporation (the “Certificate”). These sales generated \$1.9 billion in gross proceeds. The AMC Board wanted to continue taking advantage of favorable market prices, but had few remaining authorized shares of common stock to sell. The Board twice sought stockholder approval to amend the Certificate to increase the number of authorized shares. AMC’s retail stockholder base loudly voiced its opposition, forcing AMC’s Board to withdraw both proposals.

The AMC Board turned to its authorized shares of preferred stock to raise capital. On July 28, 2022, the Board approved the creation of AMC Preferred Equity Units (“APEs” or “APE units”). On August 4, 2022, AMC announced that the APEs would be issued initially to existing holders of the Company’s common stock as a special dividend and that the APEs had the same voting power as shares of AMC common stock (i.e., one vote each). What does not appear to have been well

advertised at that time is that AMC's transfer agent was required to vote uninstructed APEs proportionally with instructed APEs. On the record before me, I do not have any reason to believe any AMC stockholder objected to the issuance or distribution of the APEs (or any of the terms of the APEs) at that time. Between August and December, 2022, AMC sold hundreds of thousands of APEs to raise capital, but at prices below the trading prices of AMC's common stock.

In December 2022, AMC agreed to sell \$110 million worth of APEs to Antara Capital LP ("Antara" and the "Antara Transaction"). On December 22, 2022, AMC announced that it would hold a special meeting of stockholders (the "Special Meeting") to vote on proposals to amend the Company's Certificate to (i) increase the authorized number of shares of common stock and (ii) effect a 1-for-10 reverse stock split of AMC equity. The increase in the number of authorized shares of common stock would cause all APEs to convert into shares of common stock.

Prior to the Special Meeting, AMC disclosed that Antara owned 258,439,472 APEs, representing approximately 17.8% of the Company's total voting power and approximately 27.8% of all outstanding APEs. Antara agreed to vote its APEs in favor of amending AMC's Certificate at the Special Meeting, and with the mirrored-voting provision of the APEs, effectively guaranteed the proposals would pass. On the heels of that announcement, this litigation ensued.

On February 20, 2023, Plaintiffs Allegheny County Employees' Retirement System ("Allegheny"), Usbaldo Munoz ("Munoz"),¹ and Anthony Franchi ("Franchi," and with Allegheny, "Plaintiffs") filed actions, which were consolidated into this action. On February 27, 2023, the Court entered an Order Concerning Plaintiffs' Motions for Expedited Proceedings & Entry of *Status Quo* Order (the "*Status Quo* Order")² that allowed AMC to hold the Special Meeting, but prevented AMC from effectuating the amendments to its Certificate pending a ruling by the Court on Plaintiffs' preliminary injunction motion. At AMC's March 14, 2023 Special Meeting, AMC stockholders approved the Certificate amendments. However, without the mirrored voting feature of the APEs, the proposals would not have passed.

On April 3, 2023, Plaintiffs and Defendants Adam M. Aron ("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 ("Defendants" and collectively with Plaintiffs, the "Parties") disclosed that they entered into a term sheet to settle this litigation (the "Term Sheet"). On April 27, 2023, the Parties filed the Stipulation and Agreement of Compromise, Settlement,

¹ On May 26, 2023, Plaintiffs' counsel moved to withdraw Munoz as a lead plaintiff, which the Court granted on June 20, 2023. Trans. IDs 70097428, 70221824.

² Trans. ID 69229170.

and Release (the “Stipulation”).³ Pursuant to the Stipulation, the settlement, if approved, will result in AMC common stockholders receiving 1 share of common stock for every 7.5 shares owned (the “Settlement Shares”), after taking into account the 1-for-10 reverse stock split (the “Settlement”).⁴

Around the same time that the Stipulation was submitted to the Court, I was appointed as a Special Master to help navigate a potentially significant number of objections to the Settlement. The AMC retail stockholder base is a very engaged and vocal constituency, and the objection process highlighted that engagement. Plaintiffs’ counsel received more than 3,700 timely documents, some styled as objections (the “Objections”). Some complied with the Court-ordered requirements to submit a proper Objection; many did not. Some contained substantive legal arguments asserting why the Court should not approve the Settlement; many did not. The Objections raised issues with all aspects of the Settlement—the Settlement Shares, the scope of the release, class certification, notice of the Settlement to the class, the adequacy of Plaintiffs and their counsel, and the requests for awards of attorneys’ fees and incentive payments.

³ Trans. ID 69906464.

⁴ The proposed record date for determining class members eligible to receive Settlement Shares is the business day immediately prior to the conversion of APEs into shares of common stock on which the reverse stock split is to occur. *See* Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear ¶ 29 (Trans. ID 69929995) (the “Notice of Pendency”).

I carefully weighed the “get” in the Settlement (the distribution of Settlement Shares) against the “give” (the release). I do not believe that any Objections to the consideration exchanged in the Settlement have merit. No Objections caused me to doubt that the Court should certify a class for Settlement purposes and that notice was adequately disseminated to AMC stockholders.⁵

I did not make two specific recommendations. *First*, I do not include a recommendation as to whether the Court, in the exercise of its own business judgment, should approve the Settlement. However, I have included an analysis of the value of the Settlement Shares for the Court to consider in its determination as to whether to approve the Settlement. *Second*, if the Court approves the Settlement, I presume that the Court will award Plaintiffs’ counsel a reasonable fee. While I discuss ranges of an appropriate fee, I do not make a specific recommendation as to what precise fee should be awarded.

⁵ There are unanswered questions that the Court posed to Plaintiffs on June 20, 2023 concerning Allegheny and Franchi. Trans. ID 70224836. As a result, I do not make any specific recommendations about certifying Plaintiffs as class representatives. I do, however, address certain issues raised about Allegheny and Franchi in Objections.

FACTUAL BACKGROUND

A. AMC and Its Stock Sales During the COVID-19 Pandemic

The COVID-19 pandemic shuttered movie theaters around the world.⁶ AMC was in financial trouble, until AMC retail investors rallied around the stock.⁷ As a result of the investors' efforts, the trading price of AMC common stock rose from \$2.12 per share on December 31, 2020, to \$10.21 per share by March 31, 2021.⁸ By June 2, 2021, AMC common stock closed at \$62.55 per share.⁹

During this same period, the Company's Board took advantage of this increase in the stock price by selling nearly all of the Company's remaining authorized shares of common stock, resulting in nearly \$1.9 billion in gross proceeds.¹⁰ AMC had gone from more than 308 million shares remaining for issuance as of December 28, 2020, to very few by June 3, 2021.¹¹

⁶ Plaintiffs' Opening Brief in Support of Settlement, Award of Attorneys' Fees and Expenses, and Incentive Awards at 2, 11 (Trans. ID 69958454) ("Plaintiffs' Settlement Brief"); Defendants' Brief in Support of Proposed Settlement at 1, 5 (Trans. ID 69951342) ("Defendants' Settlement Brief").

⁷ Plaintiffs' Settlement Brief at 11.

⁸ Verified Stockholder Class Action Complaint for Breach of Fiduciary Duty ¶ 56 (Trans. ID 69170312) ("Franchi Compl.").

⁹ Verified Class Action Complaint Seeking Declaratory, Injunctive, and Equitable Relief ¶ 29 (Trans. ID 69181648) ("Allegheny Compl.").

¹⁰ Plaintiffs' Settlement Brief at 12; Defendants' Settlement Brief at 6.

¹¹ Allegheny Compl. ¶ 31; Franchi Compl. ¶ 61; Defendants' Settlement Brief at 8.

B. AMC Seeks to Increase the Number of Authorized Shares of Common Stock

On January 27, 2021, the Board adopted a resolution proposing to amend AMC's Certificate to increase the total number of authorized shares of common stock by 500,000,000 shares to a total of 1,024,173,073 shares of common stock (the "First Certificate Amendment Proposal"),¹² and resolved to submit that proposed amendment to a vote of the stockholders at the Company's May 4, 2021 annual meeting (the "2021 Annual Meeting").¹³

According to Plaintiffs, the proposal was met with considerable backlash. On April 27, 2021, the Board determined not to seek stockholder approval of the First Certificate Amendment Proposal.¹⁴ According to the minutes of that Board meeting, Aron "explained that [AMC] now ha[d] an approximate 85% retail shareholder base" and "[m]ost of those stockholders are voting 'no' on share authorization because they want fewer shares, not more, to create scarcity to make it harder for the short sellers to borrow shares."¹⁵ Aron also noted that "even securing a 50% voting quorum is proving to be a challenge with this retail stockholder base as many don't

¹² AMC's Certificate provided the Company with authority to issue up to 650,000,000 shares, consisting of (i) 524,173,073 shares of Class A common stock, (ii) 75,826,927 shares of high-voting Class B common stock and (iii) 50,000,000 shares of preferred stock. Allegheny Compl. ¶ 26.

¹³ Allegheny Compl. ¶ 35; Franchi Compl. ¶ 64.

¹⁴ Allegheny Compl. ¶ 39; Franchi Compl. ¶ 67; Plaintiffs' Settlement Brief at 13.

¹⁵ Plaintiffs' Settlement Brief, Ex. 5 at AMC_00003992.

vote and many of the shares have changed hands since the record date.”¹⁶ As a result, the Board withdrew the First Certificate Amendment Proposal from the agenda for the 2021 Annual Meeting.¹⁷

At a May 4, 2021 Board meeting, Aron “discussed the propriety of postponing Company’s annual stockholder meeting and setting a new record date to provide a better opportunity to pass . . . the share authorization proposals.”¹⁸ The Board recognized that “[a]uthorization may be difficult” because the share increase proposal would “[r]equire[] majority votes outstanding (225M votes)” and the “[i]nvestor base is widely dispersed, and heavily weighted towards retail investors.”¹⁹ Ultimately, the AMC Board postponed the 2021 Annual Meeting until July to try again to garner stockholder support to amend the Certificate.

On June 3, 2021, the Company issued a preliminary proxy for the then-delayed annual meeting. For the first time, the Board disclosed that it approved a proposal to amend the Certificate to increase the total number of authorized shares of common stock the Company could issue by 25,000,000 shares to a total of 549,173,073 shares of common stock (the “Second Certificate Amendment

¹⁶ *Id.*

¹⁷ *Id.* at AMC_00003993-994.

¹⁸ Plaintiffs’ Settlement Brief, Ex. 7 at AMC_00004343.

¹⁹ Plaintiffs’ Settlement Brief, Ex. 6-1 at AMC_00004155.

Proposal”), which would be put to a stockholder vote at the rescheduled 2021 Annual Meeting.²⁰ According to Plaintiffs, the Second Certificate Amendment Proposal was also unlikely to receive sufficient stockholder support for approval.²¹ On July 6, 2021, AMC announced that it would no longer seek stockholder approval of the Second Certificate Amendment Proposal and withdrew it from the agenda for the 2021 Annual Meeting.²²

C. AMC Creates APEs to Raise Cash

According to Defendants, AMC still needed to raise cash, but was left without the ability to fundraise by selling more shares of common stock.²³ Around November 2021, AMC and its financial advisor, Citigroup Global Markets, Inc. (“Citigroup”), began work on an alternative form of equity that could convert into common stock, termed “Project Popcorn.”²⁴

²⁰ Allegheny Compl. ¶ 41.

²¹ See Plaintiffs’ Settlement Brief at 14 & n.19 (citing Plaintiffs’ Settlement Brief Exs. 23, 26, 30, and 32, which summarize the stockholder vote at the time the Second Certificate Amendment Proposal was proposed to AMC stockholders).

²² Allegheny Compl. ¶ 45; Franchi Compl. ¶ 74; Plaintiffs’ Settlement Brief at 14; Rose Izzo’s Objection to the Proposed Settlement, Award of Attorneys’ Fees and Expenses, and Incentive Awards at 5 (“Izzo Objection”).

²³ Defendants’ Settlement Brief at 6 (noting that “AMC’s net loss [for 2022] remained just shy of \$1 billion”), 8-9; *see also* Plaintiffs’ Settlement Brief at 14 & n.21.

²⁴ Plaintiffs’ Settlement Brief at 14.

According to Plaintiffs, in the spring of 2022, AMC and its advisors were focused on ways to use AMC's significant volume of authorized, but unissued preferred stock to effectively lower the voting standard to ensure AMC could amend its Certificate to permit it to increase the number of authorized shares of common stock outstanding.²⁵

On July 28, 2022, after months of discussions, the Board approved the creation of AMC Preferred Equity Units (i.e., APEs).²⁶ The Board recognized that the APEs might trade at a discount to shares of common stock because index funds would need to sell off APEs.²⁷ On August 4, 2022, AMC announced that it would initially issue APEs to existing holders of the Company's common stock as a special dividend.²⁸ In an August 18, 2022 FAQ, AMC said that while the APEs could convert into shares of common stock, it "did not currently expect AMC to make such a proposal anytime soon."²⁹ Around this same time, Cineworld Group plc, the parent

²⁵ See Plaintiffs' Settlement Brief at 16 & Exs. 19, 20 at AMC_00019706.

²⁶ Plaintiffs' Settlement Brief at 14-18. Documents indicate that Aron viewed the APEs as an important tool for AMC to pay down debt but also "avoid any future liquidity traps." Plaintiffs' Settlement Brief, Ex. 22 at AMC_00021432.

²⁷ See Plaintiffs' Settlement Brief at 17-18 & Ex. 10 at AMC_00005224.

²⁸ Allegheny Compl. ¶ 50. Each APE is a depositary receipt representing an interest in 1/100th of a share of the Company's Series A Convertible Participating Preferred Stock. Notice of Pendency ¶ 8. Each share of preferred stock, in turn, is potentially convertible into 100 shares of common stock. *Id.*

²⁹ Izzo Objection at 5.

company of Regal Entertainment Group, one of AMC's primary competitors in the movie theater industry, succumbed to the economic pressures of the COVID-19 pandemic and filed for bankruptcy in 2022.³⁰

When AMC announced the creation and distribution of the APEs, AMC stated that APEs had the same voting power as shares of AMC common stock (i.e., one vote each).³¹ According to Plaintiffs, AMC did not well advertise that, pursuant to an August 4, 2022 deposit agreement, Computershare,³² the Company's transfer agent, was required to vote uninstructed APEs proportionally with instructed APEs, effectively giving APEs superior voting power.³³

On September 26, 2022, AMC disclosed that it had entered into an equity distribution agreement with Citigroup to sell 425,000,000 APEs from time to time in an at-the-market offering.³⁴ Through December 19, 2022, AMC sold nearly 126

³⁰ Defendants' Settlement Brief at 10 & Ex. L; Plaintiffs' Settlement Brief at 11.

³¹ Plaintiffs' Settlement Brief at 19.

³² "Computershare" means Computershare Inc. and Computershare Trust Company, N.A.

³³ Plaintiffs' Settlement Brief at 19; Objection of Sean Arnold at 3. By way of example, if only 10 APEs were instructed to vote, and 7 were voted in favor of a proposal, then 70% of all uninstructed APEs would also vote in favor of the proposal. *See* Plaintiffs' Settlement Brief at 4.

³⁴ Plaintiffs' Settlement Brief at 19; Objection of Sean Arnold at 3.

million APEs for \$162.4 million of gross cash proceeds before fees and commissions.³⁵

Initially, the minimum price at which APEs could be sold was \$2 per unit.³⁶ Following a plea from Aron after the share price for APEs fell below \$2 per unit, an AMC pricing committee lowered the minimum to \$1 per unit.³⁷ APEs then traded below \$1 per unit, forcing AMC to stop selling additional APEs at then-market prices.³⁸

D. The Antara Transaction

According to Plaintiffs, Aron then sought a new way to amend AMC's Certificate to increase the number of common shares outstanding. In early December 2022, AMC and Antara explored a potential transaction involving APEs.³⁹ On December 8, 2022, Citigroup's Derek Van Zandt told Aron that "Antara agree[d] to hold shares until vote and vote in favor [of conversion],"⁴⁰ which indicates that Aron was in favor of the transaction, at least in part, because Antara

³⁵ Plaintiffs' Settlement Brief at 19-20; Defendants' Settlement Brief at 11.

³⁶ Plaintiffs' Settlement Brief at 20.

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.* at 20 & Ex. 1.

would vote to approve the Certificate Amendments (defined below), effectively guaranteeing they would be approved.

On December 22, 2022, AMC agreed to sell \$110 million worth of APEs to Antara.⁴¹ In deciding to approve the Antara Transaction, the AMC Board specifically discussed that, given that the APE unitholders would likely want to convert their units to shares of common stock, “AMC had a good chance to secure approval” of the Certificate Amendments.⁴²

Also on December 22, 2022, AMC announced that it would hold a special meeting of stockholders (i.e., the Special Meeting) to vote on proposals to amend the Company’s Certificate to: (i) increase the authorized number of shares of common stock from approximately 524 million to 550 million shares authorized (the “Share Increase”); and (ii) thereafter effect a 1-for-10 reverse stock split of AMC equity (the “Reverse Stock Split,” and collectively with the Share Increase, the “Certificate Amendments”).⁴³ Upon approval, the Certificate Amendments would allow for, following the Reverse Stock Split, the full conversion of all outstanding APEs into

⁴¹ Notice of Pendency ¶ 11; Defendants’ Settlement Brief at 12.

⁴² Plaintiffs’ Settlement Brief, Ex. 13 at AMC_00005968.

⁴³ Notice of Pendency ¶ 12.

shares of common stock, with each APE convertible to 1/10th of a share of common stock (the “Conversion”).⁴⁴

On February 14, 2023, the Company filed its definitive proxy statement (the “Proxy”) for the Special Meeting.⁴⁵ The Proxy disclosed that the Certificate Amendments required the affirmative vote of at least a majority of the outstanding common stock and preferred stock, voting together as one class.⁴⁶ The Company also disclosed that, as of the record date for the Special Meeting, Antara owned 258,439,472 APEs, representing approximately 17.8% of the Company’s total voting power and approximately 27.8% of all outstanding APEs.⁴⁷ Antara agreed to vote its APEs in favor of the Certificate Amendments at the Special Meeting,⁴⁸ and with the mirrored-voting provision of the APEs, effectively guaranteed that the Certificate Amendments would be approved.

E. Plaintiffs Seek to Enjoin the Certificate Proposals

On February 20, 2023 Allegheny filed its class action complaint, asserting claims for breach of fiduciary duty and violation of 8 *Del. C.* § 242(b)(2) (“Section

⁴⁴ *Id.*

⁴⁵ Plaintiffs’ Settlement Brief at 24. The Proxy is exhibit W to Defendants’ Settlement Brief.

⁴⁶ Plaintiffs’ Settlement Brief at 24.

⁴⁷ *Id.*; Objection of Sean Arnold at 4.

⁴⁸ Notice of Pendency ¶ 12.

242”).⁴⁹ Also on February 20, 2023, Munoz and Franchi filed their class action complaint, asserting a claim for breach of fiduciary duty and seeking to enjoin the APEs from voting at the Special Meeting.⁵⁰

On February 27, 2023, the Court entered the *Status Quo* Order, which, among other things, allowed AMC to hold the Special Meeting but prevented AMC from effectuating the Certificate Amendments, if approved, pending a ruling by the Court on Plaintiffs’ preliminary injunction motion, and set a hearing on the motion for April 27, 2023.⁵¹

On March 2, 2023, the Court (i) consolidated the actions, (ii) appointed Allegheny, Munoz, and Franchi as lead plaintiffs, and (iii) appointed Bernstein Litowitz Berger & Grossmann LLP, Fields Kupka & Shukurov LLP, and Grant & Eisenhofer P.A. as lead counsel. On March 13, 2023, Plaintiffs’ counsel informed the Court that Plaintiffs intended to include a claim for an alleged violation of Section 242 against AMC in their preliminary injunction motion.⁵²

On March 14, 2023, AMC convened the Special Meeting, at which the Certificate Amendments were approved by a majority of common stock and

⁴⁹ *Id.* ¶ 13.

⁵⁰ *Id.* ¶ 14.

⁵¹ *Id.* ¶ 15.

⁵² *Id.* ¶ 16.

preferred stock, voting together as a class, including shares corresponding to uninstructed APEs in the same proportion as instructed APEs, as provided in the deposit agreement.⁵³ However, without the mirrored voting feature of the APEs, the proposals to approve the Certificate Amendments would not have passed.⁵⁴

Numerous Objections accused Plaintiffs' counsel of misleading the Court by stating that the Certificate Amendments were approved by stockholders on March 14, 2023 by a majority of the shares of common stock and preferred stock.⁵⁵ Those stockholders seem to be referring to the fact that a majority of common stockholders, voting as a separate class, did not approve the Certificate Amendments. The phrasing may be unclear to some, but the objectionable statement refers to a vote of both classes voting together as a single class, which is accurate. Nor is there any reason to believe Plaintiffs' counsel tried to mislead the Court, as Plaintiffs stated

⁵³ *Id.* ¶ 18.

⁵⁴ Plaintiffs' Settlement Brief at 27 & Ex. 37 at AMC_00049559.

⁵⁵ *See, e.g.*, Objection of Derrick Mansingh at 1 of the .PDF (stating that the disclosure concerning the March 14, 2023 vote was "unequivocally false" and intended "to mislead the Court and the Class"); Objection of Brian George Dawn at 2 of the .PDF (same); Objection of Amie Toerge at 2-3 of the .PDF (same); Objection of Frank Maribito at 2 of the .PDF (same).

on multiple occasions that without the mirrored vote, the Certificate Amendments would not have passed.⁵⁶

Between February and April 2023, the Parties engaged in document discovery. Defendants produced more than 59,000 pages of documents and third parties produced an additional 3,200 pages.⁵⁷ Plaintiffs produced more than 3,700 pages of documents.⁵⁸

F. The Term Sheet and Proposed Settlement

On March 28, 2023, in the midst of expedited discovery, the Parties mediated before former Vice Chancellor Joseph R. Slights III.⁵⁹ On April 2, 2023, the Parties executed the Term Sheet.⁶⁰

On April 3, 2023, Plaintiffs filed the *Status Quo* Motion to lift the *Status Quo* Order, which would allow AMC to implement the Certificate Amendments and distribute the Settlement Shares, before notice to the class of AMC stockholders (the

⁵⁶ See Plaintiffs' Unopposed Motion to Lift *Status Quo* Order Due to the Parties' Proposed Settlement ¶ 17 (Trans. ID 69715668) (the "*Status Quo* Motion"); Plaintiffs' Settlement Brief at 27.

⁵⁷ Notice of Pendency ¶ 19.

⁵⁸ *Id.*

⁵⁹ *Id.* ¶ 21.

⁶⁰ *Id.* ¶ 22.

“Class”) and Court approval.⁶¹ Defendants did not oppose the *Status Quo* Motion. The Court denied the *Status Quo* Motion,⁶² so the order remains in effect.

If the Court approves the proposed Settlement, AMC will effectively take a “snapshot” of all AMC common stockholders immediately prior to the Conversion to set a “record date” for distributing the Settlement Shares.⁶³ AMC will then issue one share of common stock for every 7.5 shares of common stock owned (after giving effect to the Reverse Stock Split).⁶⁴

G. Special Master Appointment

On April 25, 2023, the Court appointed me as a Special Master, which charge included

reviewing all timely and properly submitted stockholder objections and letters in support to the proposed settlement that post-date the stockholder notice of the proposed settlement in this action (the “Submissions”). The Special Master shall provide the Court with a summary of the Submissions and the Special Master’s recommendations as to how the Submissions should inform the Court’s decision to approve or deny the proposed settlement. The Court anticipates that the Special Master may group Submissions into topics or themes and address those topics or themes as units. The Special

⁶¹ *In re AMC Entm’t Holdings, Inc. Stockholder Litig.*, 2023 WL 2784803, at *1 (Del. Ch. Apr. 5, 2023).

⁶² *Id.* at *3.

⁶³ Plaintiffs’ Settlement Brief at 29.

⁶⁴ Notice of Pendency ¶ 26.

Master may consult with the Court to determine whether other approaches may be helpful.⁶⁵

The Order Appointing Special Master also charged me with making recommendations on motions to intervene.⁶⁶ Thereafter, the Court expanded my authority “to include other submissions from interested parties styled as motions.”⁶⁷

Between May 1, 2023 and June 13, 2023, I filed the following reports and recommendations:

- Report and Recommendation of Special Master Regarding Frank Iacono’s Motion for Reargument (Trans. ID 69924744)
- Report and Recommendation of Special Master Regarding Brian Tuttle’s Motion to Intervene (Trans. ID 69968518)
- Report and Recommendation of Special Master Regarding A. Mathew’s Motion to Intervene (Trans. ID 70017448)
- Report and Recommendation of Special Master Regarding A. Mathew’s Motion to Unseal (Trans. ID 70017638)
- Report and Recommendation of Special Master Regarding Jordan Affholter’s Motion to Intervene (Trans. ID 70033944)
- Report and Recommendation of Special Master Regarding Certain Motions Filed by A. Mathew (Trans. ID 70029295)
- Report and Recommendation of Special Master Regarding Class Member Access to the Discovery Record (Trans. ID 70051000)

⁶⁵ Order Appointing Special Mater ¶ 2 (Trans. ID 69885808). I accepted the appointment on April 26, 2023. Trans. ID 69895931.

⁶⁶ Order Appointing Special Mater ¶ 1.

⁶⁷ Letter to Counsel & Interested Parties from Vice Chancellor Zurn Regarding Special Master’s Authority (Trans. ID 69935078).

- Report and Recommendation of Special Master Regarding Jordan Affholter’s Motion for Sanctions and Notice Correspondence (Trans. ID 70051660)
- Report and Recommendation of Special Master Regarding Etan Leibovitz’s Rule 5.1 Notice of Challenge and Omnibus Motion (Trans. ID 70071905)
- Report and Recommendation of Special Master Regarding A. Mathew’s Motion to Depose (Trans. ID 70051594)
- Report and Recommendation of Special Master Regarding Jordan Affholter’s Motion for Enlargement of Time and Objection to the Discovery Process (Trans. ID 70089417)
- Report and Recommendation of Special Master Regarding Requests to Intervene (Trans. ID 70051174)
- Report and Recommendation of Special Master Regarding Certain Motions Filed by Jordan Affholter and Etan Leibovitz’s Notice of Motion Oral Argument Requested (Trans. ID 70101662)
- Report and Recommendation of Special Master Regarding Jordan Affholter’s Motion for Equal Protection Under the Law Regarding Access to Confidential Information and Discovery (Trans. ID 70142285)
- Report and Recommendation of Special Master Regarding A. Mathew’s Motion for Discovery of Allegheny Plaintiff’s Trading History and Investigation and Motion for Issuance of Stock Certificate (Trans. ID 70160184)
- Report and Recommendation of Special Master Regarding Correspondence from Oheen Imara and Alexander Holland (Trans. ID 70178537)
- Report and Recommendation of Special Master Regarding A. Mathew’s Motion to Modify Status Quo and Motion for Revocation of Voting Privileges of Ape Shares Based on Infringement of DGCL Guidelines (Trans. ID 70188547)

H. Notice of the Proposed Settlement

The Court required notice of the proposed Settlement to be provided to the Class in the following ways:

(i) the filing with the United States Securities and Exchange Commission (the “SEC”) of a Current Report on Form 8-K describing the Settlement and stating where stockholders can locate the Stipulation and the Notice on AMC’s investor relations website; (ii) the publication of the Stipulation and the Notice on AMC’s investor relations website; (iii) the publication of the Summary Notice over the PR Newswire; (iv) the posting of a notice regarding the Settlement on AMC’s Twitter account; [and] (v) the publication of the Stipulation and the Notice on Lead Counsel’s respective websites; and (vi) the process for Strategic Claims Services (the “Notice Administrator”) to send a post card notice to record and beneficial owners of AMC Common Stock[.]⁶⁸

With respect to the last form—via post cards (“Post Card Notice”)—the Court ordered a process whereby post cards would be delivered to record holders of AMC common stock in the first instance and beneficial holders second, with the assistance of nominees and custodians.⁶⁹

The Court also docketed a letter on May 3, 2023 (the “May 3 Letter”),⁷⁰ which was to be provided to stockholders and directed them to (i) submit Objections to Plaintiffs’ counsel as directed in the Notice of Pendency, not the Court,⁷¹ (ii) object

⁶⁸ Scheduling Order with Respect to Notice of Settlement & Settlement Hearing ¶ 11 (Trans. ID 69929995) (“Scheduling Order”).

⁶⁹ *Id.* ¶ 14.

⁷⁰ Trans. ID 69944998, Exhibit 1.

⁷¹ The Court put these processes in place after receiving a high volume of correspondence that was not filed on the docket or sent directly to the Parties. *See*,

on or before May 31, 2023, (iii) object using a real and full name, and (iv) provide proof of ownership of AMC common stock.⁷² The May 3 Letter further advised stockholders that the Court would only consider a stockholder’s first Objection.⁷³

I. Summary of Objections Received

Plaintiffs’ counsel received more than 3,500 timely documents, some of which were styled as objections (i.e., the Objections). Below, I describe the process I used to organize and evaluate the Objections.

1. Objections Considered

Appendix A⁷⁴ lists all of the Objections submitted between May 1 and May 31, 2023 that provided some form of proof of AMC common stock ownership.⁷⁵ I refer to these Objections as the “Compliant Objections.”

e.g., Trans. IDs 69263240, 69600905, 69624767, 69668083, 69671923. The Court issued a letter to interested parties on March 28, 2023 (Trans. ID 69676699), but that did not stop the flow of stockholder correspondence being sent directly to the Court. *See, e.g.*, Trans. IDs 69726268, 69726438, 69726651, 69739321.

⁷² May 3 Letter at 2.

⁷³ *See id.* The Stipulation was docketed on April 27, 2023. Some stockholders objected before the Court approved the Notice of Pendency on May 1, 2023: Arlene McGuire, Constantin Marin, David Tallent, Derek Sanders, F. Henderson, J. Wiesolek, John Machaffie, Nino Siciliano, Paul Kinnerson, Robbin Wickham, and “Spence.” I have considered those Objections, but they did not affect my analysis.

⁷⁴ Individuals who submitted multiple Objections are identified on Appendix A with an asterisk (*). Consistent with the May 3 Letter, I recommend that the Court only consider a stockholder’s first Objection.

⁷⁵ Few stockholders complied with all of the ownership requirements to submit a compliant Objection. *See* Notice of Pendency ¶ 64. Despite that, if a stockholder made a good faith effort to submit some form of proof of ownership of AMC

Most stockholders who objected to the Settlement, and who are listed on Appendix A, did so without substantive legal argument.⁷⁶ For example, many stockholders merely wrote that they objected to the Settlement (many containing minimal additional content) or indicated a desire to opt out of the Settlement (which I consider a Compliant Objection). Other Compliant Objections contained information and arguments that were not related to the issues the Court will consider in determining whether or not to approve the Settlement.⁷⁷ For example, many stockholders voiced concerns about the supposed existence of synthetic AMC shares, Wall Street corruption, or dark pool trading.⁷⁸ I do not view those issues as before the Court in this case. Nevertheless, all of these Compliant Objections were

common stock, I deemed the Objection compliant. Likewise, a few stockholders at the end of Appendix A did not utilize their actual name. I still considered these Objections, but they did not affect my analysis.

⁷⁶ I received other correspondence not styled as Objections. Appendix D includes documents that were timely submitted and provided proof of ownership that stated support for the Settlement. Consistent with my charge, I have considered these support letters, though they did not change my analysis. Potential Objectors also (i) provided information to the Court (Appendix E) or (ii) posed various inquiries (Appendix F). I did not analyze whether the stockholders listed on Appendices E or F complied with the proof of ownership requirement, as I did not interpret these as Objections or statements of support. Appendices E-F are submitted for informational purposes only.

⁷⁷ See, e.g., *Goldman v. Aegis Corp.*, 1982 WL 525016 at *1-2 (Del. Ch. May 3, 1982) (objections based on issues “not before [the] [c]ourt” are “without merit”).

⁷⁸ Defendants’ Reply Brief in Further Support of Proposed Settlement at 6 (Trans. ID 70149984) (“Defendants’ Reply Settlement Brief”).

reviewed and considered, even though I do not specifically discuss them in this report and recommendation. I have counted them for purposes of evaluating the volume of Objections received.⁷⁹

This report and recommendation primarily focuses on the points raised in the substantive Compliant Objections. Rose Izzo (“Izzo”) submitted the most comprehensive Compliant Objection with factual and legal analysis and I discuss her Objection throughout this report. The other substantive Objections on which I principally base my analysis are cited in the footnotes to this report and recommendation.

Many stockholders submitted community or “form” Objections that were disseminated widely online.⁸⁰ According to Plaintiffs, these Objections were drafted with input from various individuals online, updated to varying degrees by AMC stockholders, and submitted.⁸¹

Plaintiffs refer to an online community form as the “Form Objection,” and they submitted an exemplar as Exhibit 3 to their reply brief.⁸² Objector Sean Arnold

⁷⁹ *See infra* pp. 29-31.

⁸⁰ *See* Plaintiffs’ Reply in Further Support of Settlement, Award of Attorneys’ Fees and Expenses, and Incentive Awards at 9 (Trans. ID 70161266) (“Plaintiffs’ Reply Settlement Brief”).

⁸¹ *See id.*

⁸² Plaintiffs state that approximately 280 Objectors submitted variations of this form. *Id.*

submitted a compliant Objection using that form, and I only cite Sean Arnold's Objection herein, rather than citing all of those community Objections generally. Plaintiffs also state that Bubbie Gunter used ChatGPT to develop a community form, and they submitted an exemplar as Exhibit 4 to their reply brief.⁸³ Objector Brian George Dawn submitted a compliant Objection using that ChatGPT form, and I only cite Brian George Dawn's Objection herein, rather than citing all of those community objections generally. Finally, various Objectors submitted what appears to be a community form submitted by Frank Maribito. This form is similar, but not identical to the Bubbie Guntner ChatGPT form. For Objectors that more closely resemble the Maribito Objection, I cite only the Maribito Objection rather than all of those other community objections generally.

2. Non-Compliant Objections

Taking into account that all but one of the actual or potential objectors ("Objectors") timely appeared *pro se*,⁸⁴ I endeavored to provide some leniency to the

⁸³ Plaintiffs state that approximately 150 Objectors submitted variations of this form. *Id.* Bubbie Guntner submitted an Objection that only contained various alternative Settlement proposals. Where I cite to Bubbie's Gunter Objection herein, I am referring to the Objection containing alternative Settlement proposals, not the ChatGPT community Objection form.

⁸⁴ On June 20, 2023, Anthony Kramer ("Kramer"), through counsel, filed a joinder in support of Izzo's Objection (the "Kramer Joinder"). Trans. ID 70221049. Kramer states that he was unaware of the Settlement until June 2, 2023, citing to an email he sent to Plaintiffs' counsel on June 2, 2023. Kramer Joinder at 1 and Exhibit B. The email he submitted as Exhibit B, however, does not support the statement in the Kramer Joinder. Kramer's Exhibit B only says he had not received a post card by

pro se Objectors so long as it did “not affect the substantive rights of the parties.”⁸⁵

With that said, I could not ignore the requirements in the Court’s May 3 Letter— notably, the requirement that an Objector show some proof of stock ownership to object.⁸⁶

I treated all Objections that did not include any proof of ownership as non-compliant and do not address them in this report and recommendation. These non-compliant Objections are listed on Appendix B.

Appendix C is a list of the Objections that I recommend the Court deem non-compliant as untimely, because they were submitted or postmarked after May 31, 2023 (the “Untimely Objections”). All of the Untimely Objections (approximately 170) were reviewed with a cutoff of submissions received on or before 9:00 a.m. on June 13, 2023, but none of them presented new issues or caused me to change my analysis.

All documents identified on Appendices A-F will be delivered to the Court on June 22, 2023.

June 2, 2023. The issues concerning Post Card Notice are addressed *infra* pp. 76-78. Kramer did not verify under oath that he was unaware of the Settlement until June 2, 2023. In any event, it is immaterial to my analysis, because Kramer did not provide any new substantive arguments against approval of the Settlement.

⁸⁵ See *Hayman v. City of Wilmington*, 2020 WL 6342604, at *1 (Del. Super. Ct. Oct. 29, 2020) (citation omitted).

⁸⁶ See, e.g., May 24, 2023 Letter Opinion at 2-3 (Trans. ID 70073710).

ANALYSIS AND RECOMMENDATION

I. THE SETTLEMENT STANDARD

Rule 23(e) requires that the Court approve class action settlements.⁸⁷ In doing so, the Court will consider

(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.⁸⁸

The Court may also consider additional factors, such as the diligence of the plaintiffs in investigating the claims, and whether the proposed settlement is supported by mutual consideration.⁸⁹

There is no requirement that the Court conduct a trial, but approval of a class action settlement requires more than a cursory review of the issues.⁹⁰ The Court fulfills its duty under Rule 23 by exercising its sound business judgment in weighing and considering “the nature of the claim, the possible defenses to it, [and] the legal and factual obstacles facing the Plaintiff in the event of trial.”⁹¹ The Court must

⁸⁷ *Marie Raymond Revocable Tr. v. MAT Five LLC*, 980 A.2d 388, 401 (Del. Ch. 2008).

⁸⁸ *Polk v. Good*, 507 A.2d 531, 536 (Del. 1986).

⁸⁹ *See Lewis v. Hirsch*, 1994 WL 263551, at *5-8 (Del. Ch. June 1, 1994); *In re Cellular Commc'ns Int'l S'holders Litig.*, 752 A.2d 1185, 1186 (Del. Ch. 2000).

⁹⁰ *Rome v. Archer*, 197 A.2d 49, 53 (Del. 1964).

⁹¹ *Id.*

determine whether the settlement is fair and reasonable⁹² and “carefully scrutinize” the “give” and the “get.”⁹³

Delaware law favors the voluntary settlement of contested issues.⁹⁴ Settlements are encouraged because they promote judicial economy and the litigants are generally in the best position to evaluate the strengths and weaknesses of their case.⁹⁵ The potential divergence between the personal interests of the attorneys conducting the litigation and the interests of the class they represent means “the Court of Chancery must . . . play the role of fiduciary in its review” of class action settlements.⁹⁶ In carrying out this role, the Court must “balance the policy preference for settlement against the need to insure that the interests of the class have been fairly represented.”⁹⁷

⁹² *MAT Five*, 980 A.2d at 402; *see also Barkan v. Amsted, Indus., Inc.*, 567 A.2d 1279, 1285 (Del. 1989) (holding that the “strength of claims raised in a class action lawsuit helps to determine whether the consideration received for their settlement is adequate and whether dismissal with prejudice is appropriate”). The proponent of the settlement has the burden of showing the fairness of the proposed settlement. *In re TD Banknorth S’holders Litig.*, 938 A.2d 654, 657 n.4 (Del. Ch. 2007).

⁹³ *Knight v. Miller*, 2023 WL 3750376, at *5 (Del. Ch. June 1, 2023).

⁹⁴ *MAT Five*, 980 A.2d at 402.

⁹⁵ *See Prezant v. De Angelis*, 636 A.2d 915, 923 (Del. 1994).

⁹⁶ *In re Resorts Int’l S’holders Litig. Appeals*, 570 A.2d 259, 266 (Del. 1990); *In re Activision Blizzard, Inc. Stockholders Litig.*, 124 A.3d 1025, 1042-43 (Del. Ch. 2015).

⁹⁷ *Barkan*, 567 A.2d at 1283.

II. THE STOCKHOLDER REACTION TO THE SETTLEMENT

I start by acknowledging the sheer volume of Objections to this Settlement. In Delaware, a single objection to a settlement might turn a head or two.⁹⁸ More than one objection might raise a few eyebrows. The volume of Objections received here is nothing short of eye-popping.⁹⁹ While that volume could be a “significant factor” to be weighed when considering the adequacy of the Settlement,¹⁰⁰ I do not recommend affording that fact alone much weight here.

The headline number of objections is large, but only a few Objections contained substantive legal and factual arguments. The overwhelming majority of the Objections merely indicated that the stockholder objected or submitted a community form (often without adding any new legal or factual arguments). The

⁹⁸ 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”).

⁹⁹ It took a considerable amount of work from Plaintiffs’ counsel to provide Objections to me as soon as possible, and I thank counsel for their cooperation during the process. I typically received Objections within 24 hours of counsel’s receipt. There were understandable delays associated with the Memorial Day holiday weekend and the large volume of Objections submitted on or around the May 31, 2023 Objection deadline. Plaintiffs’ counsel were able to provide all of those to me by June 2, 2023. On June 19, 2023, I received approximately 560 Objections, some of which were compliant Objections. With the assistance of an outstanding team of attorneys and staff at Prickett, Jones & Elliott, P.A., we were able to analyze all of these Objections prior to issuing this report.

¹⁰⁰ *Rinaldi v. Iomega Corp.*, 2001 WL 34890424, at *8 (Del. Super. Ct. June 29, 2001) (quoting *In re SmithKline Beckman Corp. Sec. Litig.*, 751 F.Supp. 525, 530 (E.D. Pa. 1990)).

Court’s May 3 Letter explained that a compliant Objection must state “the legal basis for the objection” and “all of the grounds for which that stockholder objects to the settlement.”¹⁰¹ Without substantive arguments against Settlement approval, the majority of Objections do not provide the Court any additional or unique legal grounds on which to consider the merits of the Settlement.

On at least one occasion, this Court has considered the volume of objections as a relevant consideration—*Forsythe v. ESC Fund Mgmt. Co. (U.S.), Inc.*, 2012 WL 1655538 (Del. Ch. May 9, 2012).¹⁰² That was a much different case, as the objectors had “significant holdings,” and were permitted to bond the proposed settlement amount if they wanted to take over the litigation.¹⁰³ Here, those who attempted to comply with the proof of ownership requirement had only varying degrees of success. It is, therefore, difficult to ascertain the total equity held by the collective body of Objectors, but given the relatively small stakes of each retail investor, there is no reason to believe it is “significant,” as was the case in *Forsythe*.¹⁰⁴ Thus, while

¹⁰¹ May 3 Letter at 2.

¹⁰² In *Forsythe*, 57 of the 344 stockholders objected (i.e., approximately 17% of the class). Exhibit A to Notice of Filing of Affidavit of Mailing and Distribution at 1-2, *Forsythe*, 2012 WL 1655538 (No. 1091-VCL) (Trans. ID 42740646). Here, less than 0.01% of the Class objected. See Plaintiffs’ Reply Settlement Brief at 8, 37.

¹⁰³ *Forsythe*, 2012 WL 1655538, at *3, 5-6.

¹⁰⁴ The number of Objections is a *de minimis* percentage of the Class. Plaintiffs’ Reply Settlement Brief at 8. Federal courts utilize a nine-factor test to evaluate the reasonableness of a proposed settlement, one of which is the stockholders’ reaction. See *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 437,

the volume of Objections is notable, that alone has not meaningfully impacted my analysis.¹⁰⁵

III. THE “GIVE” AND THE “GET”

With the Objections in mind, I have carefully scrutinized the “get” (a distribution of the Settlement Shares) and the “give” (a broad release). To analyze the “get,” I first describe Plaintiffs’ methodology to value the Settlement Shares, including certain assumptions made in their analysis. Next, I provide a range of potential values for the Settlement Shares. Finally, I compare that range of values to the claims the Class will release if the Settlement is approved.

A. The Get: Settlement Shares

Pursuant to the terms of the Settlement, AMC will issue Class members one share of common stock for every 7.5 shares of common stock they own after AMC completes (i) a conversion of APE units to shares of common stock and (ii) the 10-for-1 Reverse Stock Split.¹⁰⁶ The Settlement Shares are expected to be issued to

438 (3d Cir. 2016). On at least one occasion, the Third Circuit Court of Appeals has noted that a 1% objection rate weighs in favor of settlement approval. *See id.* at 438.

¹⁰⁵ The Court also advised that stockholders “should not feel compelled to submit letters of support” because the “parties to the proposed settlement will explain why they think the Court should approve it.” May 3 Letter at 3. Thus, volume alone is not dispositive.

¹⁰⁶ Notice of Pendency ¶¶ 3, 26.

those Class members who were common stockholders on the business day prior to the Conversion.¹⁰⁷

AMC will issue 6,922,565 Settlement Shares.¹⁰⁸ Since the Settlement Shares do not come from a source outside of AMC, the Settlement does not increase the size of AMC's equity pie, but rather reallocates the pieces of the pie so that Class members get a slightly bigger slice. This slightly bigger slice comes at the expense of the equity value of APE units.

1. Plaintiffs' Valuation of the Settlement Shares

Plaintiffs say that the value of the Settlement Shares to the Class is \$129 million based on AMC's total market capitalization (shares of common stock and APE units) on May 3, 2023.¹⁰⁹ Plaintiffs value the Settlement Shares based on a

¹⁰⁷ *Id.* ¶ 29. Sean Arnold objects to this issuance, arguing that because the Settlement Shares will be issued based on the common stockholder base on a single date, Class members will purportedly release claims without receiving consideration. Objection of Sean Arnold at 15. This is not a correct view of what is transpiring as a matter of Delaware law. "When a share of stock is sold, the property rights associated with the shares, including any claim for breach of those rights and the ability to benefit from any recovery or other remedy, travel with the shares." *Activision*, 124 A.3d at 1050.

¹⁰⁸ Plaintiffs' Settlement Brief at 31.

¹⁰⁹ *Id.* at 30. The same calculation using June 6, 2023 market prices indicates a value of \$114 million. Plaintiffs' Reply Settlement Brief at 22.

series of calculations. They calculate that AMC will issue 6,922,565 Settlement Shares based on the following methodology:¹¹⁰

Outstanding Common Stock pre-Reverse Stock Split	519,192,390
Outstanding Common Stock post-Reverse Stock Split	51,919,239
Settlement Shares =	51,919,239 ÷ 7.5
Settlement Shares =	6,922,565

Plaintiffs assert that the value of the Settlement Shares is \$129,067,486.45 based on the May 3, 2023 trading prices of shares of common stock and APE units.¹¹¹

Plaintiffs arrive at this valuation through several steps. They calculate that:

- i. The combined market capitalization of the shares of common stock and APE units on May 3, 2023 was \$4,493,182,066.36;¹¹²
- ii. The total number of combined shares of common stock and APE units on May 3, 2023 was 1,514,598,803;¹¹³
- iii. After the Reverse Stock Split, the total combined number of shares of common stock and APE units will be 151,459,880, with shares of

¹¹⁰ Plaintiffs’ expert, Patrick Ripley (“Ripley”), calculated 6,922,565.2 Settlement Shares. Since fractional shares cannot be issued, my revised calculations below differ by a few dollars, which is immaterial to the analysis.

¹¹¹ Plaintiffs’ Settlement Brief at 31.

¹¹² Affidavit of Patrick Ripley ¶ 4(a) (Trans. ID 69958454) (the “Ripley Affidavit”).

¹¹³ *Id.* ¶ 2 (1,514,598,803 = 519,192,390 (shares of common stock) + 995,406,413 (total APE units)).

common stock representing 34.77% (51,919,239) and APE units representing 65.23% (99,540,641) of that issued equity;¹¹⁴

- iv. The issuance of the 6,922,565 Settlement Shares will increase the total combined number of shares to 158,382,446;¹¹⁵
- v. Common stockholders will then own 58,841,804 shares, or 37.15%, which is a 2.87% increase as a result of the issuance of the Settlement Shares;¹¹⁶ and
- vi. 2.87% of AMC's total market capitalization of \$4,493,182,066 is worth \$129,067,486.¹¹⁷

2. Assumptions Underlying Plaintiffs' Valuation of the Settlement Shares

Plaintiffs, in my view, have put forth a reasonable approach to valuing the Settlement Shares. There are, however, two underlying assumptions that I recommend the Court consider in assessing the value of the Settlement Shares.¹¹⁸

¹¹⁴ *Id.* ¶ 3(b).

¹¹⁵ *Id.* ¶ 4(c).

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ Izzo raised a third potential issue—fractional Settlement Shares. Izzo Objection at 8. Plaintiffs correctly note that AMC will cash out fractional shares by selling aggregated fractional Settlement Shares back into the market. Plaintiffs' Reply Settlement Brief at 25-26. The number of Settlement Shares issued will not be reduced by fractional shares.

a. Common Stock Price and APE Unit Price

AMC’s total market capitalization, which is based on AMC’s common stock and APE unit prices, is the key input to Plaintiffs’ valuation of the Settlement Shares. AMC’s stock and unit prices have experienced periodic swings in short periods of time, meaning that the value of the Settlement Shares rises and falls with AMC’s market capitalization.

Plaintiffs’ opening brief used only common stock and APE unit prices as of May 3, 2023 to value the Settlement Shares at \$129 million.¹¹⁹ This is the highest value Ripley calculated in the Excel backup to his affidavit (the “Ripley Backup”).¹²⁰ Ripley’s Backup includes other calculations, including a valuation of \$124.9 million based on April 28, 2023 prices,¹²¹ as well as the following valuations:

	Settlement Shares Value
March 31, 2023	\$116,557,667
March 30, 2023	\$113,986,742
March 29, 2023	\$115,844,552
March 28, 2023	\$118,658,279
March 27, 2023	\$107,966,441

Plaintiffs did not explain why these dates were included in Ripley’s Backup, but I surmise Plaintiffs considered them at mediation (March 28, 2023) and in negotiating

¹¹⁹ Plaintiffs’ Settlement Brief at 31.

¹²⁰ Trans. ID 70189571.

¹²¹ Ripley Affidavit ¶ 3(c).

the Term Sheet (executed on April 2, 2023). Given the fluctuation in the stock and unit prices, a reasonable approach to value the Settlement Shares in Plaintiffs' analysis is to consider a range, median, or average, rather than just a single date in time.

b. Impact of the Overlap between Common Stockholders and APE Unitholders

Plaintiffs' analysis values the Settlement Shares by treating common stockholders and APE unitholders as two separate and distinct groups. According to Plaintiffs, the value of the Settlement Shares to the Class comes from increasing the equity percentage of common stock at the expense of reducing the equity percentage of APE units.¹²² The holders of these two types of equity, however, are not separate. They overlap. There are 995,406,413 outstanding APE units, and AMC issued 516,820,595 (51.92%) of the APE units to common stockholders as a dividend in August 2022.¹²³

The Settlement Shares, if issued, will dilute all of AMC's equity (common stock and APE units). Plaintiffs' analysis does not account for any overlap in ownership of common stock and APE units as a result of the August 2022

¹²² Plaintiffs' Settlement Brief at 31.

¹²³ Ripley Affidavit ¶ 2; Plaintiffs' Settlement Brief at 18-19.

dividend.¹²⁴ Instead, Plaintiffs’ analysis assumes that common stockholders either never received an APE unit dividend or sold 100% of the APE units they received as a dividend. These assumptions are counterfactual and unrealistic.

Plaintiffs conceded the point when they argued:

Absent the Settlement, the Conversion would have transferred \$1,439,937,341.58 in value from Common Stock to APE, based on May 3, 2023 prices. Izzo adopts this figure . . . and mistakenly concludes this amount represents recoverable, dilutive *harm*. ***Izzo ignores that most existing APEs (516,820,595 of 995,406,413) were distributed to holders of Common Stock in August 2022. These APEs are either still held by their initial recipients or were sold.*** Thus, Class members were not and will not be diluted by these units¹²⁵

Plaintiffs say “maximum theoretical damages” from dilution caused by the Conversion of APE units to common stock is \$692,313,794.13, because they only count the dilution caused by APE units issued *after* the dividend.¹²⁶ In other words, Plaintiffs say that Class members will (i) benefit in the Conversion from the APE units they received as a dividend and (ii) only be harmed by dilution from the APE

¹²⁴ They do this by measuring the net increase of the common stock’s percentage of AMC’s equity after issuance of the Settlement Shares rather than the gross percentage (i.e., Settlement Shares ÷ outstanding shares).

¹²⁵ Plaintiffs’ Reply Settlement Brief at 23 (bold emphasis added).

¹²⁶ *Id.* at 22-23. The Ripley Backup shows a calculation of \$692,313,794.13 by taking the total “APE Value Transfer” from Conversion of all APEs to common stock of \$1,439,937,341.58 and subtracting the “Value of Initial Dividend Holders” of \$774,623,547.45.

units AMC sold after the dividend.¹²⁷ Yet, in valuing the Settlement Shares at \$129,067,486, Plaintiffs give themselves credit for the full amount of dilution the Settlement Shares will cause to all of the APE unitholders—even though they acknowledge Class members received more than half of those APE units as a dividend and may still own those APE units. This inconsistency in measuring the maximum theoretical dilution damages and the value of the Settlement Shares makes the value of the Settlement Shares appear to be a greater percentage of damages.

To assess the value of the “get,” I recommend that the Court consider that some Class members own APE units received through the dividend for at least the following reasons.

First, Class members did not make a separate investment decision to purchase 516,820,595 APE units; they received them as a dividend for their common stock.¹²⁸ The value of the Settlement Shares comes entirely from diluting the value of the APE units, and the APE units issued as a dividend to Class Members are approximately 52% of the total outstanding APE units (995,406,413 as of May 3,

¹²⁷ See Plaintiffs’ Reply Settlement Brief at 2 n.2 (noting their \$129,067,486.45 value of the Settlement Shares “compares favorably to the \$692,313,794.13 . . . in dilutive harm flowing from the Conversion of APE shares sold by AMC, as of May 3”).

¹²⁸ Plaintiffs’ Settlement Brief at 18-19. I do not recommend the Court consider that Class members may have purchased APE units in the market, which is a separate investment decision (unlike receiving a dividend, over which stockholders have no control).

2023).¹²⁹ Accordingly, the value of APE units that Class members received as a dividend will be less because of the Settlement, which merits some consideration in assessing the value of the Settlement Shares.

Second, in quantifying the “dilution harm” caused by the conversion of APE units to common stock, Plaintiffs contend that (i) Class members will benefit from the conversion of the APE units that they previously received via dividend and (ii) the only “dilution harm” they will suffer is caused by post-dividend APE units. If that is the case, Class members cannot also benefit from the decrease in value of the APE units that they received via dividend, which is what issuance of the Settlement Shares will cause.

Third, the Stipulation provides for Class members to release claims “that relate to the ownership of Common Stock and/or AMC Preferred Equity Units during the Class Period.”¹³⁰ Thus, the Stipulation contemplates that Class members own APE units and provides that Class members release claims that relate to the ownership of their APE units.

¹²⁹ *Supra* p. 10.

¹³⁰ *See* Stipulation ¶ A(1)(r) (definition of Released Plaintiffs’ Claims). The beginning of the “Class Period” is also August 3, 2022, which is prior to the issuance of the APE unit dividend.

3. The Settlement Shares are a Substantial “Get” for the Class, Even with an Adjusted Valuation

As explained above, the economic effect of the issuance of the Settlement Shares will be different for Class members who sold versus maintained the APE units that AMC distributed by dividend. Plaintiffs’ May 3, 2023 valuation of the Settlement Shares of \$129,067,486.45 assumes that Class members do not own any of the APE units they received as a dividend (i.e., 0%).¹³¹ The opposite end of the spectrum is 100%, which assumes not a single APE unit issued as a dividend in August 2022 was subsequently sold. To consider a range of values, I use Plaintiffs’ valuation methodology but make the opposite assumption—that 100% of the APE units distributed to Class members as a dividend on their shares of common stock were kept and are part of the Class’s overall equity ownership of AMC. I also use Plaintiffs’ May 3, 2023 stock price date, which results in the following:

¹³¹ Plaintiffs stated that “[h]undreds of millions of APEs were sold by the Class or AMC to *bona fide* third-party purchasers on the market.” Plaintiffs’ Settlement Brief at 39. It is not realistic to determine the precise number of APE units that Class members received as a dividend and sold versus kept. The Parties have also not presented any evidence to show that there was complete turnover in the stockholder base who received the dividend. In *Gatz v. Ponsoldt*, 2009 WL 1743760, at *4 (Del. Ch. June 12, 2009), the Court raised concerns that the company would pay a \$3 million settlement fund to its stockholders. In supplemental submissions, the parties claimed that no more than 27% and as little as 7% of shareholders had remained shareholders. *Id.* The Court ruled that “[a]ccordingly, as much as 93%, and not less than 73%, of the proposed settlement payment will be borne by non-class members.” *Id.* The litigation challenged an October 2002 transaction and the settlement was approved in June 2009. In this case, the APE dividend was issued in August 2022, less than one year ago.

Plaintiffs' Valuation Analysis (high)			Alternative Valuation Analysis (low)		
<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	% Total		Shares	% Total
Common Stock	51,919,239	34.28%	Common Stock	51,919,239	34.28%
Dividend APEs	51,682,060	34.12%	Dividend APEs	51,682,060	34.12%
Post-Dividend APEs	47,858,582	31.60%	Post-Dividend APEs	47,858,582	31.60%
Total	151,459,880		Total	151,459,880	
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	% Total		Shares	% Total
Common Stock	58,841,804	37.15%	Common Stock	58,841,804	37.15%
Dividend APEs	51,682,060	32.63%	Dividend APEs	51,682,060	32.63%
Post-Dividend APEs	47,858,582	30.22%	Post-Dividend APEs	47,858,582	30.22%
Total	158,382,445		Total	158,382,445	
Change in % of Common Stock		2.87%	Change in % of Common Stock + Dividend APEs		1.38%
5/3/23 Total Market Cap	\$4,493,182,066		5/3/23 Total Market Cap	\$4,493,182,066	
Settlement Shares Value	\$129,067,483		Settlement Shares Value	\$62,054,922	

As shown above, the range of potential values of the Settlement Shares as of May 3, 2023 is still substantial,¹³² but less than advertised if the common stock and dividend APE units are measured together as one group. I also calculate the values using the other dates in Ripley's Backup, again assuming that the common stockholders and APE unitholders are distinct groups (column one) and that the two groups overlap as to the dividend APE units (column two):¹³³

¹³² For this reason, I do not agree with the Objectors who claim that the Settlement does not provide any real benefit to common stockholders. See Objection of Amelie Holland at 3, 11. Amelie Holland also objects because the common stockholders will bear the brunt of the harm in the Conversion. *Id.* at 5. True, but that is the purpose of the Settlement—to offset some of the dilutive harm.

¹³³ As noted *supra* n.110, my Settlement Share calculations differ from Ripley's by a few dollars. The calculations in column one are taken from the Ripley Backup. My calculations in column two are set forth on Exhibit A to this report, which is a

	Settlement Shares Value	
June 6, 2023	\$114,091,861	\$54,854,725
May 3, 2023	\$129,067,486	\$62,054,922
April 28, 2023	\$124,916,286	\$60,059,048
March 31, 2023	\$116,557,667	\$54,722,342
March 30, 2023	\$113,986,742	\$53,515,325
March 29, 2023	\$115,844,552	\$54,387,544
March 28, 2023	\$118,658,279	\$55,708,553
March 27, 2023	\$107,966,441	\$50,688,871

As reflected above, even at the low end of the range, the Settlement is still a valuable “get” for the Class.¹³⁴ The median high and low above are \$116,201,109 and \$54,788,534, respectively, which is in line with the June 6, 2023 measurement date. I believe this is a reasonable range within which to value the Settlement Shares.

B. The Give: A Release

The “get” must be weighed against the “give.” The “give” is a broad release of claims by the Class. The Stipulation defines “Released Plaintiffs’ Claims” to mean

any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies,

compilation of my calculations of the high and low end of the range of values for the Settlement Shares.

¹³⁴ Sean Arnold argues that the value of the “get” should also be compared against the value of the dilution from the distribution of the APEs in August 2022—which he claims exceeds \$5.1 billion. Objection of Sean Arnold at 26, 29. The Settlement, however, is recovering purported damages arising out of the Antara Transaction to force through the Certificate Amendments, not the creation and distribution of the APEs. *See* Plaintiffs’ Reply Settlement Brief at 22.

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 and/or AMC Preferred Equity Units during the Class Period, except claims with regard to enforcement of the Settlement and this Stipulation.¹³⁵

The foregoing claims would be released as to

all Defendants and any and all of their respective former or current, direct or indirect parents, subsidiaries, affiliates, controlling persons, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, heirs, successors, assigns, insurers, reinsurers, advisors (including without limitation legal, financial, and investment advisors), consultants, other affiliated persons, and representatives, and with respect to each of the foregoing, their respective former or current, direct or indirect parents, subsidiaries, affiliates, controlling persons, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, heirs, successors,

¹³⁵ Stipulation ¶ A.1.r.

assigns, insurers, reinsurers, advisors (including without limitation legal, financial, and investment advisors), consultants, other affiliated persons, and representatives.¹³⁶

Because of the release, the Company will be able to effect the Certificate Amendments without a further challenge from the Class. Plaintiffs acknowledge this will cause dilution, because the APE units will convert to shares of common stock.

C. Comparing the “Give” and the “Get”

Plaintiffs state that “the Conversion would have transferred \$1,439,937,341.58 in value from shares of common stock to APE units, based on May 3, 2023 prices,” but contend the dilution harm to the Class is much less at \$692,313,794.13, because Class members “were not and will not be diluted” by the 516,820,595 APE units distributed in the August 2022 dividend.¹³⁷ Plaintiffs’

¹³⁶ Stipulation ¶ A.1.p. I note that there are numerous duplicative terms, including, for example, distributees. The middle of the clause includes the language “and with respect to each of the foregoing.” I presume that clause is intended to extend the release to the various persons and entities following that clause. Thus, for example, it appears that “distributees” of “distributees” are released persons. If not, then the release is duplicative.

¹³⁷ Plaintiffs’ Reply Settlement Brief at 22-23. According to Plaintiffs, Class members will only be diluted by Conversion of the 478,585,818 APE units sold to Antara or at-the-market buyers, which will cause \$692,313,794.13 of value to transfer from the Class to those APE unitholders (using May 3 prices). I calculate 478,585,818 post-dividend APE units by subtracting 516,820,595 APE units issued as a dividend to common stockholders from 995,406,413 total APE units as of May 3, 2023.

\$692,313,794.13 “dilution harm” calculation should not be compared to their \$129,067,486 Settlement Shares valuation, because the calculations do not consistently account for the 516,820,595 APE units issued as a dividend to common stockholders.¹³⁸ Below I re-align the values using Plaintiffs’ methodology to treat the dividend APE units consistently.

If the dividend APE units are excluded in the “dilution harm” calculation (i.e., Class members are not harmed by conversion of the dividend APE units, because, for example members kept all of their APE units),¹³⁹ Plaintiffs’ methodology would result in “dilution harm” of \$692,313,794.13 and a Settlement Shares value of \$62,054,922, using May 3, 2023 prices. Under this scenario, the Settlement Shares recover approximately 8.96% of the dilution harm for the Class.

If dividend APE units are included in the “dilution harm” calculation (i.e., Class members are harmed by conversion of the dividend APE units, because, for example members sold all of their APE units), Plaintiffs’ methodology would result in “dilution harm” of \$1,439,937,341.58 and a Settlement Shares value of

¹³⁸ In valuing the “dilution harm,” Plaintiffs contend that Class members were not and will not be diluted by the dividend APE units. Yet, in valuing the Settlement Shares, Plaintiffs contend that Class members will benefit by diluting the value of the dividend APE units.

¹³⁹ The quantification of “dilution harm” changes depending on the (i) combined market capitalization of the common stock and APE units and (ii) difference in trading price between shares of common stock and APE units.

\$129,067,486, using May 3, 2023 market prices. Under this scenario, the Settlement Shares again recover approximately 8.96% of the dilution harm for the Class.

Using the June 6 prices, Plaintiffs would calculate the dilution harm to be \$503,650,082 (assuming Class members are not harmed by conversion of the dividend APE units) and the Settlement Shares value would be \$54,854,725 or 10.89%. Alternatively, Plaintiffs would calculate the dilution harm to be \$1,047,537,355.13 (assuming Class members are harmed by conversion of the dividend APE units) and the Settlement Shares value would be \$114,091,860.88, which is also 10.89%.¹⁴⁰

Based on the May 3 and June 6 prices, the Settlement Shares would recover approximately 9 to 11% of the dilution harm.¹⁴¹

D. Objectors' Proposals that the Court Implement Other Settlement Terms

Certain Objectors offer “alternative” and “revised” settlement terms that they contend should be implemented in lieu of the Settlement.¹⁴² The Court must

¹⁴⁰ See Ripley Backup at June 6 tab, cells I34, I41, and I43.

¹⁴¹ A calculation of dilution harm was not made in the Ripley Backup for March 27-31 or April 28, so I cannot assess the percentages on those dates, which may be greater or less than 9-11%. Plaintiffs argue that this percentage recovery is consistent with other approved Settlements. Plaintiffs' Reply Settlement Brief at 24 & n.52.

¹⁴² See, e.g., Objection of Sean Arnold at 5, 15-18 (describing various business, financing and governance proposals); Objection of Bubbie Gunter at 19-21 of the

determine whether this Settlement is reasonable in light of “the nature of the claim, the possible defenses thereto, [and] the legal and factual circumstances of the case.”¹⁴³ The Objectors do not cite any precedent suggesting that the Court must rewrite the proposed Settlement or weigh the Settlement against hypothetical alternative settlements.¹⁴⁴ Nor do I find much utility in that exercise, as there is no evidence that the Parties would agree to any of these hypothetical proposals.

IV. THE STRENGTHS AND WEAKNESSES OF THE CLAIMS AND DEFENSES

Through the lens of Plaintiffs’ analysis, even using more conservative assumptions, the Settlement has value to the Class. However, whether the “give”—*the release*—is a fair and reasonable exchange for the “get”—*the Settlement Shares*—is based on an evaluation of the strengths and weaknesses of Plaintiffs’ claims.

.PDF (describing restitution and restructuring plans and a dividend of new AMC securities); Objection of Aaron Jones at 2-3 (describing a share recall/buyback plan).

¹⁴³ *In re Phila. Stock Exch., Inc.*, 945 A.2d 1123, 1137 (Del. 2008) (quoting *Polk*, 507 A.2d at 535).

¹⁴⁴ *In re ML-Lee Acquisition Fund II*, 1999 WL 184135, at *2 (D. Del. Mar. 23, 1999) (rejecting plaintiffs’ request to rewrite a court-approved class action settlement agreement to permit an extension of a liquidity option offer and cure period, because it would substantially modify the agreement negotiated between the parties and financially prejudice defendants); *see also Brinckerhoff v. Texas E. Prods. Pipeline Co.*, 986 A.2d 370, 395 (Del. Ch. 2010) (“I ultimately must apply my own judgment to determine whether I believe the settlement is fair and reasonable. Perfection is an unattainable standard that Delaware law does not require . . .”).

Plaintiffs alleged that AMC’s directors breached their fiduciary duties by circumventing the common stockholders’ voting rights by, among other things, selling APEs to Antara, which committed at the outset to approve the Certificate Amendments.¹⁴⁵ Allegheny also alleged a violation of Section 242.¹⁴⁶

Plaintiffs’ Section 242 claim was not likely to succeed. Their breach of fiduciary duty claim was stronger, but not without risk. Plaintiffs sought to enjoin AMC from effectuating the Certificate Amendments,¹⁴⁷ but faced a real risk that the Court would find that the equities favored AMC. Although some Objectors have identified other claims that Plaintiffs might have pursued, none of those claims demonstrates a viable path forward.

A. The Section 242 Claim Was Not Likely to Succeed

Section 242(b)(2) provides, in relevant part:

The holders of the outstanding shares of a class shall be entitled to vote as a class upon a proposed amendment, whether or not entitled to vote thereon by the certificate of incorporation, if the amendment would . . . alter or change the powers, preferences, or special rights of the shares of such class so as to affect them adversely.

Plaintiffs asserted that the APEs adversely affected the “powers, preferences and special rights” of AMC’s existing stockholders and AMC failed to seek approval of

¹⁴⁵ Allegheny Compl. ¶ 94; Franchi Compl. ¶ 164.

¹⁴⁶ Allegheny Compl. ¶¶ 101-03.

¹⁴⁷ Franchi Compl., Prayer for Relief ¶ C.

the stockholders before issuing the APEs, thereby violating Section 242(b)(2).¹⁴⁸ The crux of Plaintiffs’ Section 242 claim was that the APEs purportedly harmed the “relative position” of the preexisting common stock, triggering a class vote.¹⁴⁹

Plaintiffs offer a detailed and, in my view, compelling explanation as to why the Section 242 claim was not likely to succeed or result in any relief, premised on (i) 80 years of Delaware case law, including *Hartford Accident & Indemnity Co. v. W. S. Dickey Clay Manufacturing Co.*, 24 A.2d 315 (Del. 1942), *Orban v. Field*, 1993 WL 547187 (Del. Ch. Dec. 30, 1993) and, most recently, *In re Snap*, C.A. No. 2022-1032-JTL;¹⁵⁰ (ii) AMC’s Certificate and historical capital structure; and (iii) the unlikely invalidation of APEs, many of which had been sold to *bona fide* purchasers.¹⁵¹

Objectors do not offer a different interpretation of the law or a more compelling analysis.¹⁵² Izzo complains that Plaintiffs “too readily conceded the

¹⁴⁸ Allegheny Compl. ¶¶ 101-02.

¹⁴⁹ Plaintiffs’ Settlement Brief at 36.

¹⁵⁰ *Snap* was decided in an oral bench ruling five days before the Term Sheet was executed. The *Snap* plaintiffs appealed that decision on April 12, 2023. See Notice of Pendency ¶ 37.

¹⁵¹ Plaintiffs’ Reply Settlement Brief at 16-22.

¹⁵² See Objection of Sean Arnold at 23-24 & n.75 (arguing that the APEs’ “automatic conversion clause” was a “special right and power” sufficient to allege a breach of Section 242 but citing *Greenmont Cap. Partners I, LP v. Mary’s Gone Crackers, Inc.*, 2012 WL 4479999 (Del. Ch. Sept. 28, 2012), which addressed a challenge to a charter amendment that decreased the number of authorized shares of preferred stock

Section 242(b) arguments,” but relegates the discussion to a footnote and does not substantively engage with the precedent. Rather, Izzo points to Vice Chancellor Laster’s discussion of a policy argument favoring class votes that ultimately did not carry the day in his *Snap* decision.¹⁵³

Snap is on appeal. It could be reversed, but it could also be affirmed, eviscerating Plaintiffs’ Section 242 claim here. I do not credit Izzo’s suggestion that “[a] more vigorous stockholder might use this case as grist for an amicus brief in the [*Snap*] appeal”¹⁵⁴ Plaintiffs here are tasked with securing a favorable outcome for the Class of AMC stockholders they represent, not filing *amicus* briefs in other litigation. Ultimately, a settlement is negotiated with risk still on both sides. Given the strong possibility that Plaintiffs will lose the Section 242 claim,¹⁵⁵ I view the decision to settle the claim (even during the pendency of the *Snap* appeal) as reasonable and any value (even if minimal) secured for the release of that claim as a benefit to the Class.

and held that Section 242(b)(2) did not apply because there were no preferred shares outstanding).

¹⁵³ Izzo Objection at 28-29 n.91.

¹⁵⁴ *See id.*

¹⁵⁵ I agree with Plaintiffs that, even if the Section 242 claim had merit, there was not a high prospect of the Court invalidating the 995.4 million APEs outstanding and the most likely outcome thereafter would have been for AMC to seek ratification pursuant to 8 *Del. C.* § 204 or § 205. Plaintiffs’ Reply Settlement Brief at 21. That scenario would not have provided the Class with the benefits of the Settlement.

B. A Proposed Amendment to Section 242(d) Has Not Improved Plaintiffs' Section 242 Claim

The Delaware Senate recently approved a proposed amendment to Section 242(d). If passed, the revised statute will provide that “[a]n amendment to increase ... the authorized number of shares of a class of capital stock ... may be made and effected” by “a vote of the stockholders entitled to vote thereon, voting as a single class, [] taken for and against the proposed amendment, and *the votes cast for the amendment exceed the votes cast against the amendment,*” subject to other conditions not relevant here.¹⁵⁶

The proposed amendment does not modify the specific statutory language at issue in this case. However, at least one Objector argues that, in light of the proposed amendment, “it makes sense to deny this settlement and let AMC go about this the right way,” and “without their illegal 4-D chess shenanigans.”¹⁵⁷ This is not a viable alternative because it assumes that Plaintiffs could achieve complete success on the Section 242 claim and convince the Court to invalidate the entire APE issuance—a result that stockholders achieve rarely, if ever.

Even if Plaintiffs could convince the Court to turn back the clock to a time before AMC issued the APEs, the proposed amendment to Section 242 would only

¹⁵⁶ An Act to Amend Title 8 of the Delaware Code Relating to the General Corporation Law, Del. S.B. No. 114, 152d Gen. Assem. (May 4, 2023).

¹⁵⁷ Objection of Ursa Fund Management LLC ¶ 7.

make it less challenging for AMC to increase its authorized shares of common stock. AMC would still need to obtain approval of a majority of the votes cast to increase its authorized shares. If that failed, AMC then might still determine to proceed with an issuance of APEs because those units are derived from *already authorized* preferred stock.

C. The Breach of Fiduciary Duty Claim Had Merit

Plaintiffs' breach of fiduciary duty claim is stronger than the Section 242 claim, though it was not without risk.

The Parties dispute whether Plaintiffs' breach of fiduciary duty claim would have been subject to enhanced scrutiny under *Blasius* or the deferential business judgment standard of review that would warrant dismissal of Plaintiffs' claim.¹⁵⁸ The record is not sufficiently developed for Defendants to convince me that the Certificate Amendments would have been subject to business judgment review.

Defendants contend that "Plaintiffs do not dispute that the AMC Board was disinterested and independent with respect to [the APEs, the Antara Transaction, or the Certificate Amendments], and they do not -- because they cannot -- contend that the Board acted in bad faith with respect to any of them."¹⁵⁹ In arguing that business judgment review would have applied to Plaintiffs' breach of fiduciary duty claim,

¹⁵⁸ Plaintiffs' Settlement Brief at 33-35; Defendants' Settlement Brief at 18-23.

¹⁵⁹ Defendants' Settlement Brief at 19.

however, Defendants rely almost entirely on public filings and other unverified assertions.¹⁶⁰ Defendants do not join issue with Plaintiffs' arguments developed from the discovery record or explain the internal AMC documents Plaintiffs cited that could call Defendants' good faith into question.

At least at this stage, Plaintiffs seem to have the better argument as to the standard of review the Court would have employed in analyzing Defendants' conduct. They are able to point to contemporaneous evidence that Defendants forced the Certificate Amendments through, with the APEs' voting power and the Antara Transaction, to subvert the will of the common stockholders, inviting the application of enhanced scrutiny.¹⁶¹

After AMC's stockholders twice rejected the Board's proposals to increase the number of authorized shares of common stock, Defendants found a different path to approval. In mid-2022, Defendants and their advisors discussed how preferred

¹⁶⁰ See *id.* at 19-23. Defendants still had reasonable responses as a matter of law, because “the reasoning of *Blasius* is far less powerful when the matter up for consideration has little or no bearing on whether the directors will continue in office.” See *Mercier v. Inter-Tel (Del.), Inc.*, 929 A.2d 786, 808 (Del. Ch. 2007).

¹⁶¹ *Williams v. Geier*, 671 A.2d 1368, 1376 (Del. 1996) (when a court determines that “the primary purpose of the board’s action is to interfere with or impede exercise of the shareholder franchise and stockholders are not given a full and fair opportunity to vote,” Delaware courts apply enhanced scrutiny and require a compelling justification for the action) (internal quotes and citations omitted); *EMAK Worldwide, Inc. v. Kurz*, 50 A.3d 429, 433 (Del. 2012) (“Shareholder voting rights are sacrosanct.”); see also Plaintiffs’ Settlement Brief nn.84-88.

equity could be used to turn the required vote from a “majority of shares outstanding” standard to “a majority of votes cast standard.”¹⁶² The APEs were then issued and distributed in August 2022.

As the Antara Transaction came together in December 2022, Defendants modeled scenarios with their advisors that indicated how the APEs’ proportional voting would get the Certificate Amendments approved.¹⁶³ Finally, Antara agreed to hold its shares until the vote and vote in favor of the Certificate Amendments.¹⁶⁴

Where directors act for the primary purpose of impeding stockholder voting rights, the board must prove a “compelling justification” for its actions.¹⁶⁵ Both sides present arguments as to whether Defendants could or could not establish a compelling justification for their actions. Defendants would have argued that AMC

¹⁶² Plaintiffs’ Settlement Brief, Ex. 20 at AMC_00019707.

¹⁶³ See Plaintiffs’ Settlement Brief, Ex. 15 (December 2022 email attaching “a model designed to show which combinations of APE and AMC support (as a % of votes cast collectively in favor) would get us to the requisite vote requirement of the majority of the combined outstanding shares”).

¹⁶⁴ Plaintiffs’ Settlement Brief, Ex. 1. Defendants cite *Coster* to argue that, for enhanced scrutiny to apply, Plaintiffs must show the directors had “no good faith basis for approving the disenfranchising action.” Defendants’ Settlement Brief at 21 (citing *Coster v. UIP Cos.*, 2022 WL 1299127, at *9 (Del. Ch. May 2, 2022)). The Court in *Coster* noted that such a factual finding could be based on “evidence that speaks directly to subjective intent” or “when objective evidence discredits proffered business reasons.” *Coster*, 2022 WL 1299127, at *9. In my view, evidence such as Ex. 1 to Plaintiffs’ settlement brief provides some objective evidence sufficient for the Court to apply enhanced scrutiny.

¹⁶⁵ *Coster*, 2022 WL 1299127, at *1.

needed additional capital, and that the creation of the APEs and the Antara Transaction were intended to raise capital and manage AMC’s balance sheet. But the record developed for presenting the Settlement was not clear to me either way whether AMC was in actual financial trouble in December 2022. Given the fact intensive nature of the inquiry, it appears possible, although far from certain, that Plaintiffs could have prevailed because Defendants failed to prove a compelling justification.

D. Pursuit of Injunctive Relief Was a Risky Path Forward

Some of the Objectors advocate for injunctive relief instead of the Settlement,¹⁶⁶ so I have considered whether Plaintiffs could have reasonably expected to secure injunctive relief.

To obtain a preliminary injunction, Plaintiffs would need to show “(1) a reasonable probability of success on the merits, (2) irreparable harm if the injunction is not granted, and (3) a balance of equities in favor of granting the relief.”¹⁶⁷ Even

¹⁶⁶ Izzo Objection at 3, 39.

¹⁶⁷ *Kohls v. Duthie*, 765 A.2d 1274, 1283 (Del. Ch. 2000) (citations omitted). To obtain a permanent injunction, Plaintiffs would be required to show “(i) actual success on the merits, (ii) the inadequacy of remedies at law, and (iii) a balancing of the equities that favors an injunction.” *In re COVID-Related Restrictions on Religious Servs.*, 285 A.3d 1205, 1232-33 (Del. Ch. 2022). Because I do not conclude that Plaintiffs would have prevailed in obtaining a preliminary injunction, I do not separately address whether Plaintiffs would have achieved a permanent injunction, a higher burden of proof.

if Plaintiffs could have shown a probability of success on the merits and established imminent, irreparable harm through Defendants' interference with the stockholder franchise, the balancing of equities would have been a tall order to prove.

In determining whether to grant injunctive relief, “the court must ‘balance the plaintiff’s need for protection against any harm that can reasonably be expected to befall the Defendants if the injunction is granted.’”¹⁶⁸

In making this determination, the court “must be cautious that its injunctive order does not threaten more harm than good. That is, a court in exercising its discretion to issue or deny such a . . . remedy must consider all of the foreseeable consequences of its order and balance them. It cannot, in equity, risk greater harm to Defendants, the public or other identified interests, in granting the injunction, than it seeks to prevent.”¹⁶⁹

The Parties make a strong showing that AMC reasonably could have prevailed after the Court balanced the equities.

First, an injunction would have stripped voting rights from APE unitholders, many of whom likely were *bona fide* purchasers.¹⁷⁰

¹⁶⁸ *CBS Corp. v. Nat’l Amusements, Inc.*, 2018 WL 2263385, at *5 (Del. Ch. May 17, 2018) (citation omitted).

¹⁶⁹ *Id.* (citation omitted).

¹⁷⁰ *C&J Energy Servs., Inc. v. City of Miami Gen. Emps.’ & Sanitation Emps.’ Ret. Tr.*, 107 A.3d 1049, 1072 (Del. 2014) (“[T]he traditional use of a preliminary injunction is . . . not to divest third parties of their contractual rights. . . . [E]specially . . . when the stockholders subject to irreparable harm are, as here, capable of addressing that harm themselves by the simple act of casting a ‘no’ vote.”); *Cantor Fitzgerald, L.P. v. Cantor*, 724 A.2d 571, 587 (Del. Ch. 1998) (“It

Second, it would also have impaired AMC’s ability to raise capital,¹⁷¹ which AMC asserts would have put it at significant risk of failing to meet its financial obligations beyond 2023.¹⁷² As noted above, the Parties did not present me with much of a record as to AMC’s potential liquidity concerns in December 2022. The Parties have developed a more fulsome record as to AMC’s potential financial difficulties as of April 2023, when the preliminary injunction hearing was scheduled to occur.

Many Objectors challenge the Parties’ descriptions of AMC’s supposed financing needs. Izzo, for example, points out that the day after Defendants filed their settlement brief describing AMC’s need to raise capital, AMC disclosed

is also appropriate to consider the impact an injunction will have on the public and on innocent third parties.”).

¹⁷¹ See *Kohls*, 765 A.2d at 1289 (finding that equities did not favor plaintiff where “Defendants and [company’s] other stockholders are threatened with real injury if this transaction is enjoined”); *Benchmark Cap. Partners IV, L.P. v. Vague*, 2002 WL 1732423, at *14-15 (Del. Ch. July 15, 2002) (denying a preliminary injunction where the company’s anticipated “dire financial consequences . . . when it will become less than well-capitalized if the Series D Transaction does not occur” outweighed the “undermin[ing] [of] core voting rights” “dilut[ion] [of] equity interests and economic rights”), *aff’d sub nom. Benchmark Cap. Partners IV, L.P. v. Juniper Fin. Corp.*, 822 A.2d 396 (Del. 2003) (TABLE); *ACE Ltd. v. Cap. Re Corp.*, 747 A.2d 95, 102-03 (Del. Ch. 1999) (denying a temporary restraining order on a standard of review that “more closely resembles that for a preliminary injunction,” because such order “could pose a threat of real harm to [the company’s] stockholders” due to potential restraints on capital and adverse financial results).

¹⁷² Defendants’ Settlement Brief at 3, 29.

positive earnings, with optimistic commentary from Aron.¹⁷³ The Court’s evaluation of the Settlement considers the information known at the time Plaintiffs agreed to it (here, early April), not later-discovered information.¹⁷⁴ Izzo also cites to an internal Antara document reflecting its belief that AMC had significant debt capacity.¹⁷⁵ These documents suggest an improving financial situation at AMC, but not to such an extent that I find it reasonable to believe that AMC was not facing substantial financial pressure.

The Parties’ reply briefs in support of the Settlement offered further clarity on the issue. Defendants emphasized that:

¹⁷³ Izzo Objection at 10-11.

¹⁷⁴ *See Forsythe*, 2013 WL 458373, at *2 (the Court analyzes whether the settlement “falls within a range of results that a reasonable party in the position of the plaintiff, not under any compulsion to settlement *and with the benefit of the information then available*” could accept) (emphasis added).

¹⁷⁵ Izzo Objection at 12. Other Objectors have raised questions and concerns about AMC’s need to raise capital. *See, e.g.*, Objection of Howard Chen ¶ 74 (“[U]ltimately, both Parties’ Briefs in Support use the Company’s financial troubles as a bludgeon when balancing the equities.”); Objection of Susan Shelton at 8 (“The parties say AMC needs the conversion and reverse split to avoid bankruptcy, but they have reported sufficient revenue to stave that off.”); Objection of Oheen Imara at 13 (asserting that “AMC is in no immediate danger of bankruptcy or financial crisis”).

1. According to the quarterly earnings release that Izzo cites, AMC was still facing financial challenges and needed to raise significant equity capital for its business to survive.¹⁷⁶
2. AMC's costs and expenses in the first quarter of 2023 exceeded its revenues, resulting in a net loss of over \$235 million.¹⁷⁷
3. AMC's current assets, including \$495.6 million in cash, were dwarfed by the Company's \$11.4 billion in total liabilities.¹⁷⁸
4. AMC had negative net cash flows from operating activities of \$189.9 million, but positive cash flows from financing activities primarily due to the \$146.6 million in net proceeds from the sale of APEs.¹⁷⁹
5. While AMC's operating revenues in the first quarter of 2023 improved relative to the first quarter of 2022, AMC's revenues still have not "increase[d] significantly to levels in line with pre-COVID-19 operating revenues."¹⁸⁰

¹⁷⁶ Defendants' Reply Settlement Brief, Ex. AE (AMC Form 10-Q for period ended March 31, 2023).

¹⁷⁷ *Id.* at 3-4.

¹⁷⁸ *Id.* at 5.

¹⁷⁹ *Id.* at 6.

¹⁸⁰ *Id.* at 8. Izzo's citation to the existence of AMC's revolving credit facility also does not change the nature of AMC's financial condition. Izzo Objection at 12-13. As Defendants set forth in their reply brief, AMC believes its "existing cash and cash equivalents will be sufficient to comply with minimum liquidity and financial

Plaintiffs emphasized that:

1. Internal AMC documents show AMC burning \$1.023 billion of the \$1.593 billion with which AMC started 2022.¹⁸¹
2. A December 2022 presentation indicated that, with no capital raise in 2023, AMC would have just \$179 million by April 2023.¹⁸²
3. AMC’s February 27, 2023 cash report for weeks 7 and 8 of 2023 contained a “current projection of quarter-end balance and liquidity [of] \$428.6M and \$636.7M, respectively.”¹⁸³
4. “AMC would have been out of cash in the second quarter and, even with \$480 million in APE proceeds, likely only had another couple quarters of cash runway.”¹⁸⁴

covenant requirements under [AMC’s] debt covenants related to borrowings pursuant to the Senior Secured Revolving Credit Facility, currently and through *the next twelve months*.” Defendants’ Settlement Brief, Ex. C at 6 (emphasis added). Furthermore, AMC’s Senior Secured Revolving Credit Facility matures on April 22, 2024, and the Company faces risk concerning its “ability to refinance [its] indebtedness on terms favorable to [AMC] or at all.” *Id.* at 3, 6.

¹⁸¹ Plaintiffs’ Reply Settlement Brief, Ex. 5 at AMC_00009261; Plaintiffs’ Reply Settlement Brief, Ex. 6 at 2-3.

¹⁸² Plaintiffs’ Reply Settlement Brief, Ex. 5 at AMC_00009268. This is one document that would have strongly supported Defendants’ compelling justification argument.

¹⁸³ Plaintiffs’ Reply Settlement Brief, Ex. 8 at AMC_00052325.

¹⁸⁴ Plaintiffs’ Reply Settlement Brief at 13.

5. A January 2023 email from Aron describing how the APE sales were necessary to AMC’s survival: “[O]ur creation of APEs back in August will turn out to be *what prevents a bankruptcy filing in 2023 by AMC*. It was *absolutely crucial* action taken by management and Board.”¹⁸⁵

In fact, even the Objectors recognize that AMC needed to raise capital.¹⁸⁶ Thus, there are credible reasons to support the view that AMC was in a precarious financial position as of April 2023. A more fully developed record—likely with testimony from insiders about AMC’s financial risks¹⁸⁷—may not have made a preliminary injunction more likely and there was a real risk that the Court could find that equities favored AMC.¹⁸⁸

¹⁸⁵ Plaintiffs’ Reply Settlement Brief, Ex. 9 at AMC_00006227 (emphases added).

¹⁸⁶ For example, multiple pages of a community objection proposed “various capital generation ideas.” Objection of Sean Arnold at 10-14. One such idea would require AMC investors to contribute \$263 each. *Id.* at 13. While I do not doubt the retail investors’ enthusiasm and good faith in suggesting these ideas, AMC is run by its Board, which has considerable discretion (and access to the business) to determine how best to raise capital. *See* 8 *Del. C.* § 141(a) (“The business and affairs of every corporation organized under this chapter shall be managed by or under the direction of a board of directors . . .”).

¹⁸⁷ *See Activision*, 124 A.3d at 1064 (noting that “[a]rticulate witnesses, skilled counsel, and polished experts” bring risk to all claims).

¹⁸⁸ Izzo criticizes Plaintiffs for not discussing the possibility of other relief beyond a preliminary injunction, such as disgorgement of Defendants’ AMC equity, blue-penciling the Computershare deposit agreement, enjoining Antara from voting, or compelling AMC to issue additional shares to unwind the APE issuance. Izzo Objection at 22-23. Izzo did not explain the basis for an award of these theoretical remedies (against Parties and non-parties) or identify any authorities to support

E. The Objectors Do Not Offer Any Viable Alternative Claims

Some Objectors suggest that the Court should reject the Settlement because Plaintiffs should have pursued other claims. None of the proposed claims withstand even minimal scrutiny.¹⁸⁹

Objectors argue that Plaintiffs should have pursued a claim for a violation of Section 312.03(c)(1) of the NYSE Listed Manual.¹⁹⁰ Plaintiffs do not have standing to bring an action directly to enforce the NYSE Listed Manual Rules or to seek sanctions for any alleged violation of those rules.¹⁹¹ Although a cognizable claim for breach of fiduciary duty may exist where a corporate director causes a “corporation to violate the positive laws it is obliged to obey,”¹⁹² there is no indication that the NYSE, “as a self-regulatory organization” has determined that

them. While these are potentially interesting proposals, they are little more than speculative possibilities that do not change my views of the proposed Settlement.

¹⁸⁹ See *In re AXA Fin., Inc.*, 2002 WL 1283674, at *5 (Del. Ch. May 22, 2002) (“Thus, in the absence of a more complete explanation of the nature of the claim available . . . [the] objection that some members of the class might have another, unasserted claim arising out of the same factual predicate does not provide an adequate ground on which to disapprove the settlement.”).

¹⁹⁰ Objection of Derrick Mansingh at 6 of the .PDF; Objection of Jerin Capparelli at 1 of the .PDF.

¹⁹¹ *Teamsters Union 25 Health Servs. & Ins. Plan v. Baiera*, 119 A.3d 44, 70 (Del. Ch. 2015) (citing persuasive federal authority); *In re Aquila*, 805 A.2d 184, 192 n.11 (Del. Ch. 2002).

¹⁹² *Guttman v. Huang*, 823 A.2d 492, 506 n.34 (Del. Ch. 2003).

Defendants violated any NYSE rule.¹⁹³ Thus, there is no basis to conclude at this stage that any viable claim exists,¹⁹⁴ or that such a claim would have value to the Class in a settlement.

Sean Arnold argues that Plaintiffs should have pursued a fraud claim against Defendants.¹⁹⁵ Sean Arnold did not explain how that claim might be asserted on a class basis¹⁹⁶ or identify any additional possible damages such a claim might support.

Amelie Holland argues that Defendants engaged in a “conspiracy against the common retail shareholders of AMC.”¹⁹⁷ Amelie Holland did not identify an underlying wrong to support that claim,¹⁹⁸ but appears to rely on an underlying breach of fiduciary duty claim.¹⁹⁹ “[I]t is highly doubtful that a conspiracy of fiduciaries is a legally cognizable cause of action.”²⁰⁰ Amelie Holland also fails to offer any reason to believe that holding Defendants vicariously, rather than directly,

¹⁹³ *Baiera*, 119 A.3d at 70.

¹⁹⁴ *Id.*

¹⁹⁵ Objection of Sean Arnold at 1, 9.

¹⁹⁶ *See Oliver v. Boston Univ.*, 2000 WL 1091480, at *10 (Del. Ch. July 18, 2000) (noting that Delaware prohibits a common law fraud claim from being brought as a class action).

¹⁹⁷ Objection of Amelie Holland at 20; *see also id.* at 18-46.

¹⁹⁸ *See Kuroda v. SPJS Holdings, L.L.C.*, 971 A.2d 872, 892 (Del. Ch. 2009) (describing elements of a conspiracy claim).

¹⁹⁹ Objection of Amelie Holland at 46.

²⁰⁰ *See OptimisCorp v. Waite*, 2015 WL 5147038, at *56-57 (Del. Ch. Aug. 26, 2015).

liable would improve Plaintiffs' chances of success on the breach of fiduciary duty claim or materially increase the value of the relief Plaintiffs have already secured in the Settlement.

Plaintiffs and their counsel pursued a difficult and risky challenge to the Conversion and were able to extract valuable additional shares of common stock that will offset some of the dilution through an arm's-length mediation with a former Vice Chancellor.²⁰¹ None of the Objections persuade me that this is anything other than a valuable recovery that will benefit the Class.²⁰²

²⁰¹ See *Activision*, 124 A.3d at 1067 (“The manner in which the Settlement was reached provides further evidence of its reasonableness. It resulted from a protracted mediation conducted by a highly respected former United States District Court Judge....”).

²⁰² Certain Objectors asserted the Settlement was the product of collusion among the Parties. See Objection of Oheen Imara at 2 (asserting the “belief” that the Settlement is the result of collusion); Objection of Amelie Holland at 11 (arguing that a conflict of interest may exist because Plaintiffs purportedly agreed to a Settlement that only benefits the Defendants). The Objectors provided no credible basis for their allegations. Only one Objector—Izzo—accessed the discovery record and Izzo made no such accusation. Defendants’ Reply Settlement Brief at 5 n.7. No stockholder even sought communications among the Parties’ counsel that would have described how Settlement negotiations were conducted. Without examining those communications, it is unlikely that any Objector could credibly claim collusion. While the proposed Settlement aligns the Parties’ interests in seeking Settlement approval, that does not indicate collusion. *Brinckerhoff*, 986 A.2d at 385.

V. OBJECTIONS TO CLASS CERTIFICATION, OTHER SETTLEMENT TERMS, AND NOTICE

Objectors have challenged class certification, argued that they should be permitted to opt out of the Settlement, criticized the scope of the release, and claimed due process violations for a supposed lack of notice of the Settlement.

A. Class Certification

According to Court of Chancery Rule 23(a), for a class to be certified, “(1) the class [must be] so numerous that joinder of all members is impracticable, (2) there [must be] questions of law or fact common to the class, (3) the claims or defenses of the representative parties [must be] typical of the claims or defenses of the class, and (4) the representative parties [must] fairly and adequately protect the interests of the class.” The action must also satisfy a subsection of Court of Chancery Rule 23(b).²⁰³ Plaintiffs seek certification under Rule 23(b)(1)²⁰⁴ and (b)(2).²⁰⁵

²⁰³ *Nottingham Partners v. Dana*, 564 A.2d 1089, 1095 (Del. 1989).

²⁰⁴ “The prosecution of separate actions by or against individual members of the class would create a risk of . . . [i]nconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class[.]”

²⁰⁵ “The party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole[.]”

1. The Adequacy Objections

Objectors challenge only one of the Rule 23(a) requirements for class certification—adequacy, which requires that a representative plaintiff: (i) “not hold interests antagonistic to the class”; (ii) “retain competent and experienced counsel to act on behalf of the class”; and (iii) “possess a basic familiarity with the facts and issues involved in the lawsuit.”²⁰⁶ Adequacy is found where the movant “persuade[s] the court that the named representative will protect the interests of the class.”²⁰⁷ Once *prima facie* adequacy is established, the burden shifts to the nonmovant (in this case, the Objectors) to disqualify the plaintiff.²⁰⁸

a. Franchi and Allegheny

Izzo argues that Franchi and Allegheny cannot adequately represent the Class because they no longer seek a permanent injunction that many members of the Class want.²⁰⁹ Izzo further claims that Franchi never “intended to pursue a permanent injunction” and points out that Allegheny owns few shares of AMC common stock (and fewer shares than Izzo).²¹⁰

²⁰⁶ *In re TD Banknorth S’holders Litig.*, 2008 WL 2897102, at *2 (Del. Ch. July 29, 2008).

²⁰⁷ *Id.* at *3 (citations omitted).

²⁰⁸ *See Van De Walle v. Unimation, Inc.*, 1983 WL 8949, at *5 (Del. Ch. Dec. 6, 1983).

²⁰⁹ Izzo Objection at 42.

²¹⁰ *Id.* at 43.

To disable an individual plaintiff, an objector must show a conflict of interest or economic antagonism.²¹¹ “[P]urely hypothetical, potential, or remote conflicts of interest” will “never disable the individual plaintiff.”²¹² Izzo cites the number of Objections as evidence of antagonism,²¹³ but the percentage of Objectors is less than 1% of Class members.²¹⁴ Izzo’s suggestion that Plaintiffs are pursuing relief not desired by most, or even many Class members,²¹⁵ is not supported. Izzo’s mere speculation about Franchi’s litigation motives also does not suggest any conflict or economic antagonism.²¹⁶

²¹¹ *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, 2022 WL 2255258, at *10 (Del. Ch. June 23, 2022) (citation omitted).

²¹² *Id.* (citation omitted).

²¹³ Izzo Objection at 37; *see also* Objection of Wondmaineh Girum at 4 (arguing that the Settlement goes against the stockholders’ will); Objection of Susan Shelton at 5 (noting the “huge number of individual shareholders” opposing the Settlement).

²¹⁴ *Supra* pp. 22-26. Izzo’s reliance on *Prezant v. De Angelis* for this argument misses the mark. In *Prezant*, the plaintiff sought settlement approval in Delaware on terms previously rejected by plaintiffs in an earlier-filed federal case. 636 A.2d 915, 918-19 (Del. 1994). The federal plaintiffs objected, and the Delaware Supreme Court reversed the settlement’s approval. *Id.* at 920, 926.

²¹⁵ Izzo Objection at 3, 39.

²¹⁶ *Id.* at 43-45. Izzo also accuses two Plaintiffs of “stand[ing] to gain more from incentive awards than they will lose from the Settlement.” *Id.* at 45. While that appears true, Izzo has not identified any inappropriate financial entanglements between Plaintiffs and their counsel.

b. Plaintiffs' Counsel

Objectors also challenge Plaintiffs' counsel's adequacy. I do not recommend the Court find the Objectors carried their burden of demonstrating that Plaintiff's counsel's representation has been inadequate.²¹⁷

Seeking to Lift the Status Quo. Objectors assert that Plaintiffs' counsel did not adequately represent the Class by seeking to lift the *Status Quo* Order.²¹⁸ Filing a motion seeking partial performance of the Settlement (which the Court denied) does not suggest counsel's representation was inadequate. Rather it demonstrates that they sought Court approval before proceeding with an unconventional approach to distribution of the Settlement proceeds. In any event, this possible "misstep,"²¹⁹ ultimately did not impact the value of the Settlement or the course of the litigation.

Opposition to Class Member Filings. Objectors complain that Plaintiffs' counsel opposed various filings by putative class members, including in seeking to intervene.²²⁰ This also does not demonstrate inadequate representation. I recommended the Court deny most of those requests in various reports and recommendations, in some instances, without seeking party briefing. Plaintiffs' counsel reasonably opposed intervention, consistent with their charge to lead the

²¹⁷ See *MAT Five*, 980 A.2d at 398-99.

²¹⁸ See Objection of Sean Arnold at 19-20.

²¹⁹ Plaintiffs' Reply Settlement Brief at 48.

²²⁰ Objection of Sean Arnold at 21-22; Objection of Susan Shelton at 5.

litigation.²²¹ The *pro se* class members could not act on behalf of the Class,²²² particularly in this complex, expedited action. Although I recommended that the Court grant requests to access the existing discovery record over the Parties' objections,²²³ Plaintiffs stated in their opposition that they would not object to Class members accessing Defendants' discovery, subject to certain carve outs and restrictions, so long as the Class members sought access to further an objection.²²⁴

The Absence of Depositions. Objectors complain that Plaintiffs' counsel did not take any depositions.²²⁵ Counsel's representation is not inadequate simply because they negotiated a settlement during expedited discovery and prior to depositions. Plaintiffs' counsel could appropriately decide what discovery to take before a resolution, injunction hearing, or trial.

²²¹ Stipulation and Order of Consolidation and Appointment of Lead Plaintiffs and Lead Counsel ¶¶ 6, 9, 10 (Trans. ID 69257686).

²²² See *In re Fuqua Indus., Inc. S'holder Litig.*, 752 A.2d 126, 127 (Del. Ch. 1999) (“a representative plaintiff must . . . retain competent and experienced counsel to act on behalf of the class”).

²²³ For this reason, Objections premised on a lack of access to discovery are not correct. Objection of Amelie Holland at 5-6; Objection of Frank Maribito at 2-4 of the .PDF; Objection of Amie Toerge at 4-5 of the .PDF; Objection of Sean Arnold at 1, 39.

²²⁴ Plaintiffs' Opposition to Motion to Access Discovery and Response to Special Master Letter (Trans. ID 70017745).

²²⁵ Objection of Amelie Holland at 6.

The Objectors' real gripe appears to be that Plaintiffs' counsel did not force Aron to sit for a deposition to answer for the Antara Transaction.²²⁶ I do not view counsel's strategic decision to settle before taking Aron's deposition as a legitimate basis to question counsel's adequacy.²²⁷ There is no guarantee that Aron's deposition testimony would have improved Plaintiffs' litigation prospects, especially given that he would have been prepared by experienced counsel to defend his conduct.

In short, the Objectors have not identified any reason to believe that Plaintiffs are inadequate or that Plaintiffs' counsel did not adequately represent the Class.

²²⁶ See Objection of Sean Arnold at 1, 9, 25, 39-40, 42 (criticizing Plaintiffs' counsel for not deposing Aron).

²²⁷ Objectors also raise similar strategic challenges to adequacy based on counsel's pursuit of the Section 242 claim. *Id.* at 21-22. That claim had little merit, particularly after *Snap*. *Supra* pp. 49-50. See also *Carlton Invs. v. TLC Beatrice Int'l Holdings, Inc.*, 1997 WL 305829, at *20 (Del. Ch. May 30, 1997) ("This settlement process and result, although not perfect, is in my opinion an example of a fair and reasonable settlement achieved . . . with the assistance of experienced counsel. While reasonable minds might differ over any number of decisions (and I would) I conclude that the result as a whole is reasonable and the product of independent, informed action of directors acting in good faith. Therefore, I will approve the proposed settlement.").

2. The Objectors' Opt Out Requests

Objectors do not meaningfully contest that the Class satisfies Rule 23(b)(1) and Rule 23(b)(2).²²⁸ Instead, numerous Objectors have asked to opt out of the Settlement,²²⁹ with many not saying much more in the Objection.

There are no mandatory opt-out rights for classes certified pursuant to Rule 23(b)(1) and (2).²³⁰ While the Court in its discretion can determine whether to “extend an opt out privilege as part of a subsection (b)(2) certification,” it must first, “balance the equities of the defendants’ desire to resolve all claims in a single proceeding against the individuals’ interest in having their own day in Court.”²³¹ The lack of an opt-out right is a condition of the Settlement.²³²

Objectors have not cited any controlling law or provided any persuasive reason to permit opt outs from the Settlement. The claims against the AMC Board for its conduct involve both equitable relief and monetary damages. Plaintiffs have

²²⁸ See generally *Nottingham Partners*, 564 A.2d at 1096-97 (affirming class certification where primary relief in settlement was declaratory, injunctive, and rescissory and thus afforded “similar equitable relief with respect to the class as a whole”).

²²⁹ Izzo Objection at 38-41.

²³⁰ *In re Celera Corp. S’holder Litig.*, 59 A.3d 418, 432 (Del. 2012).

²³¹ *Nottingham Partners v. Trans-Lux Corp.*, 564 A.2d 1089, 1101 (Del. 1989).

²³² Stipulation ¶ 17(a); see also *id.* ¶ 1(w) (defining the “Settlement Class” as “a non-opt-out class for settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2)”).

sought to enjoin the Certificate Amendments and the Conversion that will follow. There can be no compromise of that injunction request on a partial basis because AMC cannot conduct the Reverse Stock Split and Conversion for some, but not all stockholders. Thus, all claims seeking injunctive relief must rise and fall on a non-opt-out basis.

The equitable nature of the underlying claims and the form of relief—issuance of the Settlement Shares—does not lend itself to an opt-out process.²³³ There is also no reasonable path forward for an Objector who opts out. According to Izzo, Objectors should be permitted to opt out to pursue their own claims, and Izzo believes those stockholders want to seek permanent injunctive relief.²³⁴ That does not make practical sense. If the Settlement is approved, the Reverse Split, Conversion, and Settlement Share distribution will all occur. There is no reasonable

²³³ Plaintiffs and Defendants negotiated for this to be a non-opt out Settlement. The Parties' negotiations do not dictate the result, but it would contravene a material term of the Settlement to permit opt outs and subject Defendants to the continued risk of litigation.

²³⁴ Izzo Objection at 38, 39. Izzo also suggests—but then abandons in the same footnote—a suggestion of creating sub-classes. *See id.* at 40-41 n.125. *See also* Objection of Howard Chen ¶ 92 (discussing possible sub-classes without proposing how to determine those sub-classes); *see also* Objection of Amelie Holland at 17-18 (discussing how different common stockholders could be impacted differently, without proposing how to determine those sub-classes). Izzo concludes footnote 125 by noting her belief that permitting opt outs is the better course. As discussed above, however, neither Izzo nor any other Objector has proposed a legitimate litigation path forward after the Conversion.

way for an Objector to seek permanent injunctive relief to unwind these events. Allowing stockholders to opt out to pursue equitable relief is not feasible.²³⁵

B. The Scope of the Release

Certain Objectors take issue with Defendants receiving any release as part of the Settlement.²³⁶ The Delaware Supreme Court has recognized, “[i]n any settlement of litigation, including class actions, a release of claims is an essential, bargained-for element.”²³⁷ Objections to the mere fact that a release has been given have no merit.

The Stipulation includes a broad release that defines “Released Plaintiffs’ Claims” to bar subsequent causes of action

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

²³⁵ Izzo’s reliance on *Celera* is misplaced. Izzo Objection at 38. There, the company’s single largest outside investor bought shares while the case was pending for the purpose of pursuing money damage claims. Meanwhile, the parties agreed to resolve the equitable claims in the merger litigation, but purported to release the money damage claims as well. *Celera*, 59 A.3d at 436.

²³⁶ See, e.g., Objection of Amie Toerge at 6-7 of the .PDF (“I object to the immunity clause.”); Objection of Michael Lamptey at 3 (“I object to any assertion of immunity by the defendants in this case.”); Objection of Oheen Imara at 13-14; Objection of Derrick Mansingh at 3-4 of the .PDF; Objection of Frank Maribito at 4-5 of the .PDF.

²³⁷ *Phila. Stock Exch.*, 945 A.2d at 1145.

Equity Units during the Class Period, except claims with regard to enforcement of the Settlement and this Stipulation.²³⁸

“[A] party funding a settlement reasonably can expect to put all claims relating to the subject matter of the litigation -- real claims and theoretical claims -- behind it.”²³⁹ A release may encompass claims that were “not specifically asserted in the settled action,” so long as those claims are based on the “‘same set of operative facts’ as the underlying action.”²⁴⁰

Izzo argues that the release encompasses claims “that could arise based on a future event.”²⁴¹ To arrive, at that conclusion, however, Izzo misreads the release. Izzo complains that the release applies to any claim that Class members “ever had, now have, or hereafter can, shall, or may have.”²⁴² But that language is subject to two limitations: (i) the claim must be “connected to or based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Complaints;” *and* (ii) the claim must “relate to the ownership of Common Stock and/or AMC Preferred Equity Units during the Class

²³⁸ Stipulation ¶ A.1.r.

²³⁹ *CME Group, Inc. v. Chicago Bd. Options Exch., Inc.*, 2009 WL 1547510, at *8 (Del. Ch. June 3, 2009).

²⁴⁰ *Phila. Stock Exch.*, 945 A.2d at 1146 (quoting *UniSuper, Ltd. v. News Corp.*, 898 A.2d 344, 347 (Del. Ch. 2006)).

²⁴¹ Izzo Objection at 33; *see also* Objection of Amelie Holland at 16-17 (same).

²⁴² Izzo Objection at 31.

Period.”²⁴³ The cases cited by Izzo undermine her argument, because in both *Unisuper* and *Griffith*, the releases expressly released claims for conduct that would occur in the future.²⁴⁴ That is not the case here. The Antara Transaction and the vote at the Special Meeting have occurred—all that is left to happen is for the Court to lift the *Status Quo* Order so the existing transactions can proceed.

Amelie Holland objects to releasing unknown claims and takes issue with Defendants’ failure to admit wrongdoing.²⁴⁵ Releases, however, usually extend to known and unknown claims,²⁴⁶ and defendants typically do not admit to wrongdoing in a settlement.²⁴⁷

²⁴³ Stipulation at 13-14. *See Phila. Stock Exch.*, 945 A.2d at 1146 (approving a settlement that released all claims “based on any conduct that occurred prior to the date of this Stipulation against any Defendant . . . which have arisen, could have arisen, arise now, ***or may hereafter arise out of***, or relate in any manner to the claims . . . involved, or set forth in, or referred to or otherwise related, directly or indirectly, in any way to, this Action or the subject matter of this Action.”) (emphasis added).

²⁴⁴ Izzo Objection at 33-34. *See Griffith v. Stein*, 283 A.3d 1124, 1135 (Del. 2022) (the proposed settlement contemplated releasing claims related to a compensation plan that was “not scheduled to be approved . . . until eight months after the settlement”); *UniSuper*, 898 A.2d at 347-48 (where the proposed settlement purported to release “claims relating to the adoption of the October 2006 Rights Plan [which] *will be adopted*, pursuant to a shareholder vote, at the October 2006 shareholders meeting,” nearly five months after the settlement hearing) (emphasis added).

²⁴⁵ Objection of Amelie Holland at 14, 17.

²⁴⁶ *Brinckerhoff*, 986 A.2d at 385.

²⁴⁷ *In re Tyson Foods, Inc.*, 919 A.2d 563, 573 (Del. Ch. 2007).

C. Objections to Notice

Numerous stockholders filed correspondence, or objected, regarding a purported lack of Post Card Notice.²⁴⁸ I am not aware of any instance in which a stockholder provided Plaintiffs' counsel with an untimely substantive Objection indicating that the stockholder's Objection was untimely because of a lack of notice.²⁴⁹ The absence of a legitimate complaint about Post Card Notice is consistent with the several forms of notice ordered, including online publication.

Defendants' evidence on the delivery of post cards confirms compliance with the Court-ordered notice. On June 7, 2023, Defendants submitted the Affidavit of Paul Mulholland Concerning Mailing of Postcard Notice (the "Mulholland Aff."), which attests to compliance with all of the Post Card Notice obligations mandated by the Court.²⁵⁰ By May 8, 2023, the notice administrator "mail[ed] a post card notice to all record holders of AMC Common Stock," and requested that record holders who were nominees and custodians for beneficial holders—third parties outside of AMC's control—provide information necessary for the notice

²⁴⁸ See May 25, 2023 Correspondence from Alexander Holland (Trans. ID 70171405); Objection of Sean Arnold at 24-25 (complaining that international stockholders may not have received Post Card Notice, even though, according to information he provided to the Court, he resides in California).

²⁴⁹ I do not interpret the Kramer Joinder to raise this issue, because Kramer did not submit a substantive Objection. *Supra* p. 26 n.84.

²⁵⁰ Trans. ID 70149984.

administrator to mail those beneficial holders post cards or request post cards for the nominees and custodians to mail themselves.²⁵¹ Through these efforts, approximately 2.8 million post cards were mailed or emailed to beneficial holders of AMC common stock prior to the May 31, 2023 deadline for Objections.²⁵²

The various grievances raised about Post Card Notice (and notice generally) are, in my view, without merit.²⁵³ For example, certain Objectors cite *Kahn v. Sullivan*, 594 A.2d 48 (Del. 1991),²⁵⁴ but that case is inapplicable. There, the parties alerted the Court that certain stockholders were not sent notice because of an oversight.²⁵⁵ Here, neither the Parties nor Mulholland have suggested any oversight.

²⁵¹ Mulholland Aff. ¶¶ 4-7. *See In re Dole Food Co.*, 2017 WL 624843, at *5 (Del. Ch. Feb. 15, 2017) (“A series of Delaware Supreme Court decisions have made clear that a Delaware corporation only is required to recognize its record holders and need not attempt to determine its beneficial holders.”).

²⁵² Mulholland Aff. ¶ 7.

²⁵³ *See, e.g., In re Madison Square Garden Entm’t Corp. Stockholders Litig.*, 2023 WL 3696664, at *2 (Del. Ch. May 26, 2023) (stating that notice should be “sufficient to reach the majority of interested stockholders”). The issues raised about Post Card Notice have been most vocally raised by Objectors who have admittedly long been aware of the Settlement. This is not a compelling argument, and this Court has previously rejected it. *See In re Protection One, Inc. S’holder Litig.*, C.A. No. 5468-VCS, at 63 (Del. Ch. Oct. 6, 2010) (TRANSCRIPT) (“[Y]ou filed a late objection when your client clearly knew about the settlement, clearly has been monitoring it, and when you are, frankly, horsing everybody around by saying you didn’t get mail notice . . .”).

²⁵⁴ Objection of Sean Arnold at 44.

²⁵⁵ *Kahn*, 594 A.2d at 57 n.21.

Certain Objectors also generically assert violations of the Fourteenth Amendment to the United States Constitution.²⁵⁶ When class members will release claims, due process requires that class members receive notice of the settlement and an opportunity to raise objections.²⁵⁷ This is a Constitutional spin on the exact same Post Card Notice argument, i.e., that because someone did not receive a post card, the Parties have violated someone's due process rights. The Objectors do not represent those individuals, and I extended my review of Untimely Objections through 9:00 a.m. on June 13, 2023.²⁵⁸

VI. OBJECTIONS TO THE ATTORNEY FEE REQUEST AND INCENTIVE AWARDS

Plaintiffs' counsel requests \$20 million in attorneys' fees, inclusive of \$121,641.74 in expenses. Defendants (or their insurers) will pay a fee award up to \$20 million. That an agreement has been reached provides some support for the award, because AMC had an incentive to negotiate to pay no more than the Settlement benefits merited.²⁵⁹ Even with that agreement among the Parties, the

²⁵⁶ Objection of Sean Arnold at 43.

²⁵⁷ See *In re Wm. Wrigley Co. S'holders Litig.*, 2009 WL 154380, at *4 n.20 (Del. Ch. Jan. 22, 2009).

²⁵⁸ *Supra* pp. 25-26.

²⁵⁹ See *AXA Fin.*, 2002 WL 1283674, at *7.

Court must still “make an independent determination of reasonableness of the agreed to fees.”²⁶⁰

In determining whether to award attorneys’ fees and in what amount, the Court considers (1) the benefits achieved; (2) the efforts of counsel and the time spent in connection with the case; (3) the contingent nature of the fee; (4) the difficulty of the litigation; and (5) the standing and ability of counsel.²⁶¹ Plaintiffs bear the burden of establishing the reasonableness of the fee request.²⁶² The Objections challenge some of the *Sugarland* factors.

A. Percentage of the Benefit

Izzo says that a range of 10-15% of the benefit achieved would represent an appropriate fee and expense award, and the fee should fall closer to 10% because of an early-stage settlement.²⁶³ This case settled during expedited proceedings, after a review of nearly 59,000 pages of documents, on the eve of depositions, and a few

²⁶⁰ Objection of Sean Arnold at 40 (quoting *In re Nat’l Corp. S’holders Litig.*, 2009 WL 2425389, at *5 (Del. Ch. July 31, 2009)).

²⁶¹ *Sugarland Indus., Inc. v. Thomas*, 420 A.2d 142, 149-50 (Del. 1980).

²⁶² *Boyer v. Wilmington Materials, Inc.*, 1999 WL 342326, at *1 (Del. Ch. May 17, 1999).

²⁶³ Izzo Objection at 49, 53. Other AMC stockholders have objected to the attorney fee award. *See, e.g.*, Objection of Brian George Dawn at 4-5 of the .PDF; Objection of Amelie Holland at 12-14; Objection of Sean Arnold at 25-27. These Objections did not change my view as to the appropriate range of an award of attorneys’ fees in this matter.

weeks before a preliminary injunction hearing.²⁶⁴ Calling this an early-stage settlement because it only lasted seventy days misconstrues the amount of work that it takes to prepare for a preliminary injunction on that schedule. Plaintiffs argue that an award of at least 15% is supported at this stage of the proceedings. At comparable litigation stages, the Court has exercised its discretion to award fees exceeding 15% to 17.5% of the benefit recovered.²⁶⁵ Plaintiffs cited various other metrics suggesting that ranges of between 20.5% and 27.5% might be appropriate.²⁶⁶

Plaintiffs' counsel assert that the fee request is 15.5% to 17.5% of their valuation of the Settlement Shares at \$129 million (May 3) and \$114 million (June 6).²⁶⁷ These calculations divide \$20 million by the \$129 and \$114 million valuations.²⁶⁸ The fee award is not coming out of the Settlement Shares, so this is the most conservative method of measuring the fee request against the value of the

²⁶⁴ Plaintiffs' counsel dedicated significant time to litigating this matter in advance of preliminary injunction motion practice. Plaintiffs' Settlement Brief at 26. The Court will ultimately determine if a fee is warranted and at what range, but I do not view this as a "quick settlement" in the pejorative sense as the Objectors suggest. *See* Objection of Amelie Holland at 6; Izzo Objection at 49.

²⁶⁵ *See* Plaintiffs' Reply Settlement Brief at 57-58 n.157 (summarizing authorities).

²⁶⁶ *See* Plaintiffs' Settlement Brief at 58-59.

²⁶⁷ *Id.* at 51-52, 57. Plaintiffs refer to other "substantial non-monetary benefits" in the Settlement (*see id.* at 57, 59), but they did not make any effort to meaningfully describe or value those benefits.

²⁶⁸ As set forth above, I disagree with using these as the only data points for assessing the value of the Settlement Shares. *Supra* pp. 32-34.

Settlement Shares. That said, using that approach, the following chart shows a range of Settlement Share values and fee award percentages that Plaintiffs’ counsel’s \$20 million fee request would reflect:

	Fee Award Percentage	Settlement Shares Value
\$20,000,000	15.0%	\$133,333,333
\$20,000,000	17.5%	\$114,285,714
\$20,000,000	20.0%	\$100,000,000
\$20,000,000	22.5%	\$88,888,889
\$20,000,000	25.0%	\$80,000,000
\$20,000,000	27.5%	\$72,727,273

Using Plaintiffs’ methodology and my adjustments to Plaintiffs’ methodology, the value of the Settlement Shares varies between \$54.8 and \$129.1 million. If the value is somewhere closer to the middle or upper part of this range, Plaintiffs’ counsel’s fee request is supportable. If it falls within the lower part of the range, the fee request may still be supported if the Court determines Plaintiffs’ counsel’s work merits a higher percentage of the benefit.

Plaintiffs correctly argue that when a fee award is not paid from a settlement fund, the Court makes an adjustment when awarding the fee as a percentage of the settlement fund.²⁶⁹ The following formula could be used for this calculation:

$$\text{Fee Award} = \frac{\text{Settlement Shares Value}}{(1 - \text{Fee Award Percentage})} \times \text{Fee Award Percentage}$$

²⁶⁹ Plaintiffs’ Reply Settlement Brief at 55.

It is difficult to determine whether or how to account for the fact that here, the fee award does not come out of the Settlement Shares. Plaintiffs said that insurers will likely pay the fee.²⁷⁰ If insurers pay the fee, then the Class does not bear any of the cost of the fee (direct or indirect). The formula above could then be used and the \$20 million fee award would be supported at the following percentages and minimum values of the Settlement Shares:

	Fee Award Percentage	Settlement Shares Value
\$20,000,000	15.0%	\$113,333,333
\$20,000,000	17.5%	\$94,285,714
\$20,000,000	20.0%	\$80,000,000
\$20,000,000	22.5%	\$68,888,889
\$20,000,000	25.0%	\$60,000,000
\$20,000,000	27.5%	\$52,727,273

If AMC pays the fee, then some adjustment might still be merited to account for the fact that the Class does not own 100% of AMC's equity and thus is not indirectly bearing 100% of the cost of the fee.²⁷¹

I addressed certain *Sugarland* factors when I discussed (i) the benefits achieved²⁷² and (ii) Plaintiffs' counsel's adequacy.²⁷³ I do not analyze the remaining

²⁷⁰ *Id.*

²⁷¹ The formula would depend on what percentage of the equity of AMC the Class owns after issuance of the Settlement Shares, which is different based on whether or not the dividend APE units are included.

²⁷² *Supra* pp. 31-47.

²⁷³ *Supra* pp. 68-70.

factors (contingent nature and difficulty of the case), as these factors would not cause me to materially change that analysis.

B. Paying the Fee Award in Cash and the Timing of Payment

AMC stockholders also objected to Plaintiffs' counsel being paid the fee award in cash, rather than stock.²⁷⁴ Objectors have not cited any Delaware authority justifying that demand, which runs contrary to the purpose of awarding attorneys' fees—to compensate contingent counsel for their work, not make them equity holders. Moreover, a stock issuance to counsel would only further dilute the Class and require subsequent stock sales, which would add complexity to an already complex Settlement.²⁷⁵

Objectors also argue that any attorney fee award should be deferred until after the Settlement is final, claiming it may provide a better proxy of value provided to the Class.²⁷⁶ While the exact value of the Settlement Shares on the date they will be issued is not knowable today, a reasonable range of values could still be calculated today. There are also percentages that the Court could reasonably apply to those Settlement Share values to ascertain a reasonable attorney fee award. Various

²⁷⁴ See Izzo Objection at 46; Objection of Howard Chen ¶ 89; Objection of Sean Arnold at 27.

²⁷⁵ If the fee award is paid in cash by insurers, rather than AMC, it is a greater benefit to the Class.

²⁷⁶ Izzo Objection at 35 n.110, 46, 48.

market factors unrelated to the Settlement will affect how shares of AMC's common stock and APE units trade between now and Conversion and how the common stock trades after the Conversion. After they are issued, the value of the Settlement Shares will fluctuate based on market factors. While the post-Conversion prices may provide a data point, that data point is not a perfect measurement point either. In my opinion, the incremental benefit of having an additional data point is outweighed by the delay, uncertainty and potential complications of subsequent proceedings caused by a deferred ruling on the fee. As a result, I do not believe the benefits (if any) of postponing the Court's fee determination outweigh the costs.

C. Plaintiffs' Incentive Awards

Finally, Objectors take issue with Plaintiffs' request for an incentive payment.²⁷⁷ The payment of an incentive award is dependent on (i) the time, effort, and expertise expended by the class representative, (ii) the benefit to the class, (iii) the stock ownership of the Plaintiff, and (iv) notice to the class.²⁷⁸

Notice of the potential incentive award payments was provided to the Class.²⁷⁹ Plaintiffs conferred benefits to the Class, and did so with small AMC stakes.

²⁷⁷ Izzo Objection at 54-55; Objection of Amie Toerge at 6 of the .PDF; Objection of Frank Maribito at 5-6 of the .PDF; Objection of Amelie Holland at 12; Objection of Sean Arnold at 41-42.

²⁷⁸ *Raider v. Sunderland*, 2006 WL 75310, at *1 (Del. Ch. Jan. 4, 2006).

²⁷⁹ Notice of Pendency ¶ 56.

Plaintiffs, however, have not made any showing of their specific involvement in this case. While Plaintiffs say that in “the current environment” a stockholder who files plenary litigation faces “the very real possibility of having their computer and other electronic devices imaged and searched, sitting for a deposition—perhaps more than one if they also institute 220 litigation—and then perhaps testify at trial,”²⁸⁰ Plaintiffs’ settlement briefs do not fully describe efforts undertaken in this case. The Court would likely benefit from additional information from Plaintiffs’ counsel at the Settlement hearing.

With that said, there is little doubt that AMC stockholders were vocal in support and in opposition to the Settlement. According to Plaintiffs, some vitriol was directed at Plaintiffs themselves,²⁸¹ for which I agree some additional incentive compensation may be appropriate. As with the precise attorney fee request, I do not view it as within my purview to make a specific recommendation on the amount of the incentive award (if any), other than to note that \$5,000 per Plaintiff is in line with Delaware precedent.²⁸²

²⁸⁰ Plaintiffs’ Settlement Brief at 61 (quoting *Verma v. Costolo*, C.A. No. 2018-0509-PAF, at 52-53 (Del. Ch. July 27, 2021) (TRANSCRIPT)).

²⁸¹ Plaintiffs’ Settlement Brief at 62.

²⁸² *In re Orchard Enters. Inc. S’holder Litig.*, 2014 WL 4181912, at *1, 7, 13 (Del. Ch. Aug. 22, 2014) (\$12,500 awarded to lead plaintiffs); *Forsythe*, 2012 WL 1655538, at *1, 8 (total of \$62,500 awarded to three plaintiffs).

VII. I RECOMMEND MY FEES AND EXPENSES BE ALLOCATED EQUALLY BETWEEN PLAINTIFFS AND DEFENDANTS

Pursuant to paragraph 5 of the Order Appointing Special Master, I am to “make a specific recommendation regarding an allocation of responsibility for the Expenses in excess of \$20,000” in this report.²⁸³ All of the Parties executed the Stipulation and had similar interests in seeing the Settlement approved. I do not see any basis to shift any portion of my fees and expenses from one party to another. Thus, I recommend that the Court order Plaintiffs and Defendants to each pay 50% of my fees and expenses incurred in connection with my assignment as Special Master.

²⁸³ This allocation recommendation also addresses “the allocation of Expenses incurred in connection with the motions to intervene, the stockholder objections, and any other work performed by the Special Master that the Court requests within the scope of this order or any related amendment.” Order Appointing Special Master ¶ 5.

CONCLUSION

I recommend that the Court DENY the Objections to the Settlement as set forth herein.

Dated: June 21, 2023

PRICKETT, JONES & ELLIOTT, P.A.

/s/ Corinne Elise Amato

Corinne Elise Amato (Bar No. 4982)

1310 N. King Street

Wilmington, Delaware 19801

(302) 888-6500

Special Master

CERTIFICATE OF SERVICE

I, Corinne Elise Amato, do hereby certify on this 21st day of June, 2023, that I caused a copy of the foregoing *Report and Recommendation of Special Master Regarding Objections to Proposed Settlement* to be served via File & ServeXpress on the following counsel of record:

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/s/ Corinne Elise Amato
Corinne Elise Amato (#4982)

EXHIBIT A

EXHIBIT A-1

June 6, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	51,919,239	<u>34.28%</u>	Common Stock	51,919,239	34.28%
Dividend APEs	51,682,060	34.12%	Dividend APEs	51,682,060	34.12%
Post-Dividend APEs	47,858,582	31.60%	Post-Dividend APEs	47,858,582	31.60%
Total	151,459,880		Total	151,459,880	<u>68.40%</u>
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	58,841,804	<u>37.15%</u>	Common Stock	58,841,804	37.15%
Dividend APEs	51,682,060	32.63%	Dividend APEs	51,682,060	32.63%
Post-Dividend APEs	47,858,582	30.22%	Post-Dividend APEs	47,858,582	30.22%
Total	158,382,445		Total	158,382,445	<u>69.78%</u>
Change in % of Common Stock	<u>2.87%</u>		Change in % of Common Stock + Dividend APEs	<u>1.38%</u>	
6/6/23 Total Market Cap	\$3,971,840,758		6/6/23 Total Market Cap	\$3,971,840,758	
<u>Settlement Shares Value</u>	<u>\$114,091,858</u>		<u>Settlement Shares Value</u>	<u>\$54,854,725</u>	

EXHIBIT A-2

May 3, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	% Total		Shares	% Total
Common Stock	51,919,239	<u>34.28%</u>	Common Stock	51,919,239	34.28%
Dividend APEs	51,682,060	34.12%	Dividend APEs	51,682,060	34.12%
Post-Dividend APEs	47,858,582	31.60%	Post-Dividend APEs	47,858,582	31.60%
Total	151,459,880		Total	151,459,880	
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	% Total		Shares	% Total
Common Stock	58,841,804	<u>37.15%</u>	Common Stock	58,841,804	37.15%
Dividend APEs	51,682,060	32.63%	Dividend APEs	51,682,060	32.63%
Post-Dividend APEs	47,858,582	30.22%	Post-Dividend APEs	47,858,582	30.22%
Total	158,382,445		Total	158,382,445	
Change in % of Common Stock	<u>2.87%</u>		Change in % of Common Stock + Dividend APEs	<u>1.38%</u>	
5/3/23 Total Market Cap	\$4,493,182,066		5/3/23 Total Market Cap	\$4,493,182,066	
<u>Settlement Shares Value</u>	<u>\$129,067,483</u>		<u>Settlement Shares Value</u>	<u>\$62,054,922</u>	

EXHIBIT A-3

April 28, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	51,919,239	<u>34.28%</u>	Common Stock	51,919,239	34.28%
Dividend APEs	51,682,060	34.12%	Dividend APEs	51,682,060	34.12%
Post-Dividend APEs	47,858,582	31.60%	Post-Dividend APEs	47,858,582	31.60%
Total	151,459,880		Total	151,459,880	<u>68.40%</u>
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	58,841,804	<u>37.15%</u>	Common Stock	58,841,804	37.15%
Dividend APEs	51,682,060	32.63%	Dividend APEs	51,682,060	32.63%
Post-Dividend APEs	47,858,582	30.22%	Post-Dividend APEs	47,858,582	30.22%
Total	158,382,445		Total	158,382,445	<u>69.78%</u>
Change in % of Common Stock	<u>2.87%</u>		Change in % of Common Stock + Dividend APEs	<u>1.38%</u>	
4/28/23 Total Market Cap	\$4,348,667,765		4/28/23 Total Market Cap	\$4,348,667,765	
<u>Settlement Shares Value</u>	<u>\$124,916,283</u>		<u>Settlement Shares Value</u>	<u>\$60,059,048</u>	

EXHIBIT A-4

March 31, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>			
	Shares	Percentage		Shares	Percentage	
Common Stock	51,919,239	<u>34.77%</u>	Common Stock	51,919,239	34.77%	
Dividend APEs	51,682,060	34.61%	Dividend APEs	51,682,060	34.61%	
Post-Dividend APEs	45,737,020	30.63%	Post-Dividend APEs	45,737,020	30.63%	
Total	149,338,318		Total	149,338,318		
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>			
	Shares	Percentage		Shares	Percentage	Combined
Common Stock	58,841,804	<u>37.66%</u>	Common Stock	58,841,804	37.66%	<u>70.73%</u>
Dividend APEs	51,682,060	33.07%	Dividend APEs	51,682,060	33.07%	
Post-Dividend APEs	45,737,020	29.27%	Post-Dividend APEs	45,737,020	29.27%	
Total	156,260,883		Total	156,260,883		
Change in % of Common Stock	<u>2.89%</u>		Change in % of Common Stock + Dividend APEs	<u>1.36%</u>		
3/31/23 Total Market Cap	\$4,033,214,341		3/31/23 Total Market Cap	\$4,033,214,341		
Settlement Shares Value	\$116,557,664		Settlement Shares Value	\$54,722,342		

EXHIBIT A-5

March 30, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	51,919,239	<u>34.77%</u>	Common Stock	51,919,239	34.77%
Dividend APEs	51,682,060	34.61%	Dividend APEs	51,682,060	34.61%
Post-Dividend APEs	45,737,020	30.63%	Post-Dividend APEs	45,737,020	30.63%
Total	149,338,318		Total	149,338,318	
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	58,841,804	<u>37.66%</u>	Common Stock	58,841,804	37.66%
Dividend APEs	51,682,060	33.07%	Dividend APEs	51,682,060	33.07%
Post-Dividend APEs	45,737,020	29.27%	Post-Dividend APEs	45,737,020	29.27%
Total	156,260,883		Total	156,260,883	
Change in % of Common Stock	<u>2.89%</u>		Change in % of Common Stock + Dividend APEs	<u>1.36%</u>	
3/30/23 Total Market Cap	\$3,944,253,290		3/30/23 Total Market Cap	\$3,944,253,290	
<u>Settlement Shares Value</u>	<u>\$113,986,739</u>		<u>Settlement Shares Value</u>	<u>\$53,515,325</u>	

EXHIBIT A-6

March 29, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	51,919,239	<u>34.77%</u>	Common Stock	51,919,239	34.77%
Dividend APEs	51,682,060	34.61%	Dividend APEs	51,682,060	34.61%
Post-Dividend APEs	45,737,020	30.63%	Post-Dividend APEs	45,737,020	30.63%
Total	149,338,318	100.00%	Total	149,338,318	69.37%
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>		
	Shares	Percentage		Shares	Percentage
Common Stock	58,841,804	<u>37.66%</u>	Common Stock	58,841,804	37.66%
Dividend APEs	51,682,060	33.07%	Dividend APEs	51,682,060	33.07%
Post-Dividend APEs	45,737,020	29.27%	Post-Dividend APEs	45,737,020	29.27%
Total	156,260,883	100.00%	Total	156,260,883	70.73%
Change in % of Common Stock	<u>2.89%</u>		Change in % of Common Stock + Dividend APEs	<u>1.36%</u>	
3/29/23 Total Market Cap	\$4,008,538,601		3/29/23 Total Market Cap	\$4,008,538,601	
<u>Settlement Shares Value</u>	<u>\$115,844,549</u>		<u>Settlement Shares Value</u>	<u>\$54,387,544</u>	

EXHIBIT A-7

March 28, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>			
	Shares	Percentage		Shares	Percentage	Combined
Common Stock	51,919,239	<u>34.77%</u>	Common Stock	51,919,239	34.77%	<u>69.37%</u>
Initial Dividend APEs to Com	51,682,060	34.61%	Dividend APEs	51,682,060	34.61%	
Post-initial Dividend' Issuance	45,737,020	30.63%	Post-Dividend APEs	45,737,020	30.63%	
Total	149,338,318		Total	149,338,318		
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>			
	Shares	Percentage		Shares	Percentage	Combined
Common Stock	58,841,804	<u>37.66%</u>	Common Stock	58,841,804	37.66%	<u>70.73%</u>
Dividend APEs	51,682,060	33.07%	Dividend APEs	51,682,060	33.07%	
Post-Dividend APEs	45,737,020	29.27%	Post-Dividend APEs	45,737,020	29.27%	
Total	156,260,883		Total	156,260,883		
Change in % of Common Stock	<u>2.89%</u>		Change in % of Common Stock + Dividend APEs	<u>1.36%</u>		
3/28/23 Total Market Cap	\$4,105,901,276		3/28/23 Total Market Cap	\$4,105,901,276		
<u>Settlement Shares Value</u>	<u>\$118,658,276</u>		<u>Settlement Shares Value</u>	<u>\$55,708,553</u>		

EXHIBIT A-8

March 27, 2023 Analysis

Plaintiffs' Valuation Analysis (high)

Alternative Valuation Analysis (low)

<u>Post Reverse-Split</u>			<u>Post Reverse-Split</u>			
	Shares	Percentage		Shares	Percentage	Combined
Common Stock	51,919,239	<u>34.77%</u>	Common Stock	51,919,239	34.77%	<u>69.37%</u>
Dividend APEs	51,682,060	34.61%	Dividend APEs	51,682,060	34.61%	
Post-Dividend APEs	45,737,020	30.63%	Post-Dividend APEs	45,737,020	30.63%	
Total	149,338,318	100.00%	Total	149,338,318		
<u>Post Settlement Share Issuance</u>			<u>Post Settlement Share Issuance</u>			
	Shares	Percentage		Shares	Percentage	Combined
Common Stock	58,841,804	<u>37.66%</u>	Common Stock	58,841,804	37.66%	<u>70.73%</u>
Dividend APEs	51,682,060	33.07%	Dividend APEs	51,682,060	33.07%	
Post-Dividend APEs	45,737,020	29.27%	Post-Dividend APEs	45,737,020	29.27%	
Total	156,260,883	100.00%	Total	156,260,883		
Change in % of Common Stock	<u>2.89%</u>		Change in % of Common Stock + Dividend APEs	<u>1.36%</u>		
3/27/23 Total Market Cap	\$3,735,934,394		3/27/23 Total Market Cap	\$3,735,934,394		
<u>Settlement Shares Value</u>	<u>\$107,966,438</u>		<u>Settlement Shares Value</u>	<u>\$50,688,871</u>		

APPENDIX A

Appendix A: Timely Objections With Proof of Ownership

	Last Name	First Name	Middle Name	Suffix
1	Accetta	John		
2	Acosta	Frank		
3	Adams	Chris		
4	Adams	Hayden		
5	Aguiar	Jorge		
6	Ahn	Seung		
7	Akere	Kabiru		
8	Akinlade	Israel		
9	Alam	Elias		
10	Alaniz	Claudette and David		
11	Alapati	Sai		
12	Albarran	Eduardo	Chavarria	
13	Alderman	Van		
14	Aldis	James	W	
15	Aldridge	Brent		
16	Aletto	Michael		
17	Alexander	James		
18	Alhzem	Fuad	George	
19	Allen	Ajani		
20	Almanzar	Emmanuel	German	
21	Alonso	Robert*		
22	Alterholt	Keith		
23	Alvarado	Joel		
24	Alvarenga	Johnny*		
25	Alvarez	Ruben		Jr.
26	Ambeaux	Louis		
27	AmbriaNo	Donna & Joe		
28	Ammann	Joshua		
29	Amos	Dominic		
30	Anderson	Dustin		
31	Anderson	Leta and Emily		
32	Anderson	Octarve		Jr.
33	Andreas	Craig		
34	Andrew	Bausk		
35	Andric	Sladana		
36	Angel	Robert		

* An asterisk denotes individuals who submitted multiple Objections.

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37	Angelone	Amber		
38	Anonymous interested party			
39	Arauz	Darling		
40	Arevalo	Ever		
41	Arguello	Walter		
42	Argueta	Stacey		
43	Arkin	Randy		
44	Arnold	Sean		
45	Arrieta	Eduardo		
46	Arroyo	Sam		
47	Arthur	Darryl		
48	Aucamp	John		
49	Audette	Raymond		
50	Awad	Mike		
51	Aymami	Todd		
52	B	Francisco		
53	Babb	James		
54	Bae	Rachel		
55	Bagley	Jeff		
56	Bai	Aiden		
57	Bailey	Brandon		
58	Bailey	Khrystarra		
59	Baker	Bernard		
60	Baker	Diana		
61	Baker	Faithlyn		
62	Baker	Khameron*		
63	Baker	Shaquille		
64	Baldwin	Tara		
65	Ballero	Brian		
66	Banchikov	Victor		
67	Bannister	Daniel		
68	Baptiste	Rossita		
69	Barath	Steven		
70	Barber	Richard		
71	Barnes	Darell		
72	Barnes	Darell		
73	Barnett	Aaron		

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74	Barrientos	Ignacio		
75	Barrios	Jose		
76	Bartlett	Adam		
77	Barton	John		
78	Barton	Toni		
79	Basile	Joe		
80	Basile	Tony		
81	Bates	Jeffery		
82	Batista	Narvis		
83	Beam	Kevin		
84	Beattie	Carol		
85	Beattie	John		
86	Beck	Josh		
87	Beckford	Jodian		
88	Beckman	V		
89	Bedell-Lanier	Andrea		
90	Beltre	Jose		
91	Benavides	Juan		
92	Bennett	Amanda		
93	Benton	Ariana		
94	Bentrott	Chase		
95	Bernal	Paul		
96	Berry	Chris		
97	Bianculli	Christopher		
98	Birkbeck	Donald		
99	Bishop	Mekka		
100	Black	Hugh		
101	Blackburn	Paul		
102	Blackwell	Joseph		
103	Blair	Chris		
104	Blair	Matt		
105	Blanco	Edward		
106	Bolieau	Donald		
107	Bollen	Paul		
108	Bolonge and De Silva	Burgerge and Baduge	Anil and Ramya	
109	Bolton	Rodney		
110	Bond	Gregory		

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111	Bond	Jewel	Hines	
112	Bonilla	Adrian*		
113	Booker-Alexander	Zhermaia		
114	Borgen	David		
115	Bossier	Janette		
116	Bossier	Leonard		
117	Bostelmann	Daniel		
118	Boswell	Stephen		
119	Bowman	Clarence		
120	Bowman	Orlando		
121	Boy	Lisa		
122	Brannon	Danny		
123	Brea	Llewellyn		
124	Bridges	Sharon		
125	Brock	Leanne		
126	Brockington	Dakema		
127	Brogan	Rickey		
128	Brookfield	Ian		
129	Brown	Camile		
130	Brown	Kevin		
131	Brumfield	Mark		
132	Bryant	David		
133	Bryant	Jason		
134	Bryant	Margaret		
135	Bryant	Myron		
136	Buczko	Michael		
137	Buessing	Wayne		
138	Bullock	Jacquelyn	Wonsey	
139	Buono	Stephen		
140	Burgess	Ryan		
141	Burks	Daunte		
142	Burt	Tyler		
143	Butcher	Cassandra and Darrel		
144	Butcher	Keishaun	Isaiah	
145	Butler	Carl		
146	Buttell	Jeff		
147	Cabaniss	Chelsea		

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148	Cabaniss	Dawn		
149	Cabell	Matthew		
150	Callaway	John		
151	Camacho	Mark		
152	Camarena	Cid		
153	Cameron	Michael		
154	Campbell	Gary		
155	Campbell	Rebecca		
156	Campbell	Rick		
157	Campbell	Rebecca		
158	Capello	Benjamin		
159	Capparelli	Jerin		
160	Cardenas	Sergio		
161	Carrington	James		
162	Carter	Rita*		
163	Casas	Alexandra		
164	Casey	Miles*		
165	Casmore	Harnell	Lynn	
166	Casmore	Janell	Daisy	
167	Castaneda	Christopher		
168	Castellanos	Amanda		
169	Castro	James*		
170	Catalan	Jose		
171	Catungal	Joel		
172	Cerdas	Richard		
173	Cervantes	Richard		
174	Chacon	Jonathan		
175	Chalmers	Brian		
176	Chambers	Kenton		
177	Chan	Jeongyoon		
178	Chan	Lachan*		
179	Chan	Wing		
180	Chang	Gilbert		
181	Chang	Yung		
182	Chao	Chieo	C	
183	Chaparro	Levi		
184	Charles	Lourdine		

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185	Cheatham	Jerome		
186	Chen	Keng	Yu*	
187	Cherry	Michael		
188	Cherry	Victor		
189	Chess	Jerry		
190	Chesworth	James		
191	Cheung	Kenneth		
192	Chi	Kenny		
193	Chiasson	Edgard		
194	Chill	AleX		
195	Chiu	Chiyeung		
196	Cho	Jenny		
197	Cho	John	S	
198	Choi	Hye Sook		
199	Choi	Jeounghee		
200	Choi	Soyoung		
201	Choi	Yun		
202	Chong	Jason		
203	Chowanietz	Christoph		
204	Chowdary	Harish		
205	Christakis	Greg	K	
206	Christelle	Minyem		
207	Christensen	Greg		
208	Christensen	Wayne		
209	Christian	Christy*		
210	Christian	Noel		
211	Christina	Hernandez		
212	Chung	Brett	Myungsoo	
213	Chung	Joanne	Se-Eun	
214	Chung	Joy		
215	Chung	Mike		
216	Chung	Rosalyn		
217	Chung	Young		
218	Clarke	Jason		
219	Cleaves	Thomas		
220	Coates	Joseph		
221	Coffey	Pamela		

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222	Cola	Gina		
223	Cole	AleX		
224	Coleman	Angel		
225	Colonna	Maddalene		
226	Colonna	Michael		
227	Comfort	Gerald		
228	Compeau	Dennis		
229	Conley	Racheal		
230	Connell	Don		
231	Connell	Rick		
232	Connolly	James		
233	Conte	Christopher	A.	
234	Conti	Jonathan		
235	Contreras	Edwin		
236	Cooley	Samuel		
237	Cooper	Gary		
238	Copeny	Jerry		
239	Corbalan	Sergio		
240	Corcoran	Shawn		
241	Cordeiro	Mark and Kimberly		
242	Coronado	Jamileth	Soto	
243	Correa	Eufemia	Leticia	
244	Correia	Joseph		
245	Cortez	Alfredo		
246	Cortez	Sergio		
247	Corzo	Elimelec		
248	Cottrell	Frank		
249	Cowdin	Carrie		
250	Cowdin	Dennis		
251	Cox	Keith		
252	Cox	William*		
253	Cox and Stryzinski	Christy and Michael		
254	Craddock	James		
255	Crocken	Kerry	F	
256	Cronin	James		
257	Croos	Merian		
258	Crosby	Dorothy		

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259	Crosby	Doug		
260	Cruz	Abner*		
261	Cruz	Jannibel	Estevez	
262	Cullen	Brian and Carol*		
263	Cummings	Darla		
264	Cummings	Darla		
265	Cunningham	Qasim		
266	Curran	Melvin	C	
267	Cutaia	Joseph		
268	Czapski	J.	Marie	
269	Dacey	Jamieson		
270	Dahl	Thomas	B	
271	Dai Tran	Nghai		
272	Danegger	Brett	Adam	
273	Daniels	Cedric		
274	Daniels	Leslie		
275	Daniels	Phillip		
276	Darbro	David	Christopher	
277	Darnell	Bobby		
278	Davella	Mark*		
279	Davila	Sammy		
280	Davis	Denise*		
281	Davis	John		
282	Davis	Ronald		
283	Davis	Timothy		
284	Dawn	Brian	George	
285	Day	Denese		
286	De la Torre	Marcelo		
287	Dear	Jamath		
288	Debner	Gary*		
289	Dempster	Daniel		
290	Denion	James and Cynthia*		
291	Dennis	Ligiya		
292	Denny	Charmaine		
293	Detchemendy	George		IV
294	Deusen	Patrick	Van	
295	Devault	Terry		

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296	Devji	Nazim		
297	Diaz	Carlos		
298	Diaz	Clarissa*		
299	Diaz	Julieth	Montoya	
300	Dickers	Reed		
301	Dickman	Robert		
302	Din	David		
303	Din	Jeffrey*		
304	Dingillo	Gary		
305	Dinh	Ngan		
306	Dior	Ferrardi		
307	Dirie	Sagal		
308	Dockery	William*		
309	Dolly	Aaron		
310	Domingues	Silvio		
311	Dossantos	Brandon*		
312	Downs	Mark	A	Jr.
313	Doyen	Freddy		
314	Drago	Christopher		
315	Drake	Jeremy		
316	Drame	Djiby		
317	Dreis	Karl*		
318	Drogos	Mark		
319	Druid	David		
320	Du	Lee		
321	Dubois	Renato		
322	Dukes	Trina		
323	Dunaway	Josh		
324	Duncan	Dylan		
325	Duncan	Jennifer		
326	Duran	Maricela		
327	Duran	Roberto		
328	Durbin	Miyun		
329	Easley	Mark	Russell Jr.	
330	Echevarria	Gabriel		
331	Eckenrode	Michael		
332	Edora	Lourdes		

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333	Edu	Ariel		
334	Ellis	Deron		
335	Ellis	John		
336	Ellis	Troy		
337	Ellison	Duriel	D	
338	Ellison	Hazel	LaVerne*	
339	Elloitt-Knotts	Marva		
340	Elvis	Elbert	A.	Jr.
341	Elvis	Scott*		
342	English	Belinda	M	
343	English	Christopher		
344	English	Ron and Laura		
345	Enoch	Sam		
346	Erickson	Lane		
347	Ersan	Ata		
348	Esparza	Juan		
349	Espinosa	Michael and Angelica*		
350	EspiNoza	Diane		
351	Espinoza	Jose		
352	Essence	Smith		
353	Eubanks	Austin		
354	Eunju	Grace		
355	Everett	Gregory	Scott	
356	Ezio	Jodi		
357	Faircloth	Matthew		
358	Fan	Donald		
359	Fannin	Mark		
360	Farnham	Brandon*		
361	Farrar	Ian		
362	Farrell	David		
363	Farrell	Tonia		
364	Fehernbach	Nicholas		
365	Feldbush	Charles		
366	Fella	Lloyd		
367	Ferguson	Reginald		
368	Fernandez	Isaac		
369	Fernando HE	Gaston		

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370	Fierro	Edgar	Ivan	
371	Fincher	Devante		
372	Finucane	Sean		
373	Fisher	LaMar		
374	Flaherty	Michael	R	
375	Flanagan	Harry	James	
376	Fletcher	Cameron	J	
377	Fletcher	Larry		
378	Floreancig	Daniel		
379	Flores	Arturo		
380	Flores	Philip		
381	Flores	Roy		
382	Flores / Chmielewski	Maria	L	
383	Flowers	Major	Tabari	
384	Flowers	Paul	Jonathan	
385	Foe	Sheilita		
386	Fox	Brandon		
387	Foxton	Martin		
388	Francis	George and Annamma		
389	Frazier	Chris*		
390	Fritz	Sheila		
391	Frycek	Mark		
392	Furtivo	Fonda		
393	Gains	Paul		
394	Galang	Paul		
395	Galati	Susan		
396	Gallimore	Lorna		
397	Galloway	Cherylyn		
398	Gamba	Bernardo		
399	Gandiaga	Patx Ja		
400	Gant	Brian		
401	Garcia	Cliffin		
402	Garcia	John		
403	Garcia	Ramiro		
404	Garcia	Salvador		
405	Gardner	Derrick		
406	Garith	Smith		

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407	Garland	Denise		
408	Garrett	Coty		
409	Garza	Christopher		
410	Garza	Jacob		
411	Garza	Roberto		
412	Gatchalian	Maria	Teresa	
413	Gebhardt	Jesse		
414	Georgo	Maykeel		
415	Georgos	Maral		
416	German	Enmanuel		
417	Germano	Dawn		
418	Gerneys	Philip		
419	Geronimo	Robert		
420	G'Fellers	Michaelina		
421	Giandomenico	Robert	A	
422	Gibas	Dustin		
423	Gilman	John		
424	Girum	Wondmaineh		
425	Goins	David		
426	Golleher	Jason		
427	Gonzalez	Alejandro		
428	Gonzalez	Antonio	A	
429	Gonzalez	isreal		
430	Gonzalez	Marilyn		
431	Gonzalez	Myra		
432	Goolsby	Eric		
433	Gore	Tony		
434	Gorham	James		
435	Gorodetsky	Evan	C	
436	Gov	Jason		
437	Grace	Christopher-Alan		
438	Graef	Anthony		
439	Graham	Kenneth		
440	Gray	Danielle		
441	Gray	Jatzen		
442	Green	Belinda		
443	Greer	Joan		

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444	Grigg	John	Charles	
445	Griggs	Timeka		
446	Grimvault	Joshua		
447	Gu	Yan		
448	Guenthner	Adam		
449	Guerrero	Quilvio		
450	Guilbeau	Judd		
451	Gumbs	Leslie		
452	Gunter	Bubbie		
453	Gutierrez	Martin		
454	Gutowski	Michael		
455	Guzman	Allan		
456	Habetz	Chad		
457	Hackbarth	Barbara		
458	Hagley	Jason		
459	Hains	Leanne		
460	Hairston	Edward		
461	Hairstone	Lin		
462	Hall	Sherrell		
463	Hall	Todd		
464	Hall	Tommy		
465	Hamberg	Chris		
466	Hamideh	Jamal		
467	Han	Hye Ok		
468	Han	Sangwoo		
469	Hann	Craig		
470	Hardy	Alphonso		
471	Hargraves	Belinda*		
472	Hargraves	David		
473	Harkins	Mikel		
474	Harper	Brandon		
475	Harrell	Lisa		
476	Harris	Kristie		
477	Hartranett	John		
478	Hartshorn	Richard		
479	Hartzell	Corey	G	
480	Hauer	Waldemar		

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481	Hawn	Daniel and Lori	R and Marbury	
482	Hawn	Teri		
483	Hays	Dwayne	M	
484	Hayward	Dwayne		
485	Hazbic	Amna		
486	Healy	Brian		
487	Heath	Chris		
488	Heifort	Glen		
489	Hemmerick	Jake		
490	Henderson	Sonji		
491	Hennecke	Georg		
492	Herrera	Carlos		
493	Herrera	Jesse		
494	Hewitt	James		
495	Hicks	Terri*		
496	Hochrein	Kirk		
497	Hodge	Keith	Lynn	
498	Hoffman	Victor		
499	Hogan	Dan		
500	Hogan	Thad		
501	Holguin	Jose		
502	Holiday	Doc		
503	Holland	Alexander		
504	Holland	Wina		
505	Hollins	John		
506	Holmes	Darius		
507	Hong	Jisuk		
508	Hooks	Cheyvoryea*		
509	Horne	Willard		
510	Howard	Mark		
511	Howe	Leidy	Rios	
512	Hsieh	Chen	An	
513	Hubbard	Evelyn*		
514	Huerta	Gerardo		
515	Hughes	Andrew		
516	Huie	Adam		
517	Hul	Ponloeu		

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518	Hultgren	Rosalie		
519	Hummons	Levi		
520	Hunter	Steven		
521	Huynh	Man		
522	Hwang	Gyeong	Sun	
523	Hwang	Son Taek		
524	Hwang	Song		
525	Hysquierdo	Alfredo		III
526	Hysquierdo	Alfredo		Jr.
527	Iannantuoni	Jason		
528	Ibeh	Nneamaka		
529	Im	Hong	Joo	
530	Imara	Oheen		
531	Ingbretson	Jonathan		
532	Iovinelli	Michael		
533	Irby	Joshua		
534	Ireland	Ruth		
535	Isaba	Maria		
536	Isaba	Silvia		
537	Ismail	Mohamed		
538	Ispas	Benjamin	Daniel	
539	Ivy	Michael		Jr.
540	Izzi	Michelle		
541	Izzo	Rose		
542	Jaber	Kyle	Hassan	
543	Jaber	Mike		
544	Jack	Dawn		
545	Jackson	Dennis	A	
546	Jackson	Edwin		III
547	Jackson-Washington	Jason	S	
548	Jameson	Carley		
549	Jang	Ho	K	
550	Jang	Taeck		
551	Jarutyte	Alinda		
552	Jassim	Alaa		
553	Jastram	Lee	Randall	
554	Jaynes	Charles		

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555	Je	ChungHwan	
556	Jefferson	Natalie	
557	Jelks	Gerald	
558	Jenkins	Freely	
559	Jenkins	Gary	
560	Jenkins	Tonya	
561	Jenner	Kelly	
562	Jensen	Ryan and Kristin*	
563	Jeong	Oh	
564	Jimcoily	Raymond	
565	Jiminez	Abraham	
566	Jin	Jeon	
567	Jirari	Jo	
568	Johnson	Alvin	
569	Johnson	Cassandra	
570	Johnson	Eric	
571	Johnson	Evans	
572	Johnson	Lacreasha	
573	Johnson	Maurice	
574	Johnson	Moses	
575	Johnson	Rocky	
576	Johnston	Mitch	
577	Johnstone	Shaun	
578	Jones	Aaron	
579	Jones	Adam	
580	Jones	Derrick	
581	Jones	Eric	
582	Jones	Mark	
583	Jones	Nick	
584	Jones	Rebecca	
585	Jones	Terrance	
586	Jones-Walker	Tracy	
587	Joo	Eun	Jeong
588	Joo	Min	
589	Joseph	Jerry	
590	Juarez	George	
591	Julbe	Jessie	

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592	Junco	Miguel		
593	Jung	Mi-Yeon		
594	Jung Kwon	Joanne	Eui	
595	Jungeun	Choi		
596	Kang	Chloe		
597	Kang	Munsuk		
598	Kathiana	Donis-Jeanlouis		
599	Keath	Alex		
600	Keating	John		
601	Keenan	Susan		
602	Keene	Daniel		
603	Keller	Donna		
604	Kennedy	Brigid		
605	Kennedy	Byron		
606	Kesel	Brad		
607	Keys	Brian		
608	Khajeh	Aliyeh		
609	Khan	Anila		
610	Khawaja	Ameen		
611	Kim	Christine*		
612	Kim	Heather		
613	Kim	John		
614	Kim	Joshua		
615	Kim	Mina		
616	Kim	Miran		
617	Kim	Nayoung		
618	Kim	Si		
619	Kim	Sophia		
620	Kim	Yong		
621	Kim	Yong		
622	Kim	Yonqkyu*		
623	Kim	Eugene		
624	King	Divae		
625	King	Eddie		
626	Kinnerson	Paul		Jr.
627	Kiyokazu	OkuNo		
628	Klikuszowian	Dariusz		

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629	Klompenuwer	Dylan		
630	Knowlton	Marcus		
631	Ko	Eun	Ah	
632	Ko	Karl		
633	Kokou	Djondo		
634	Konig	Kevin	M	
635	Koo	Jason		
636	Koo	Soojung		
637	Kotrulya	Silvana		
638	Krastev	Galina		
639	Krech	Joseph	T	
640	Kreit	Nabila		
641	Kurait	Peter		
642	Kurait	Sally		
643	Kurait	Samer		
644	LaBroi	John		
645	LaKeith	Thomas		
646	Lam	Darin		
647	Lam	Hoang		
648	Lamaestra	Mirna		
649	Lamm	Brandon	S	
650	Lamprey	Michael*		
651	Lanczynski	Jeffrey		
652	Langevin	Todd		
653	Lanham	Jackie		
654	Lanham	Shawn		
655	LaSalvia	Frank		
656	Lau	Suilin*		
657	Laurie	Robert		
658	Le	Jonathan		
659	Le	Trong		
660	Lea-Anderson	Kandid		
661	Leal	Carlos		
662	Leandra	Jukes	Sandavol	
663	Lee	Bryon		
664	Lee	DK		
665	Lee	Dong	Yeol	

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666	Lee	Grace and Peter*		
667	Lee	Hyun		
668	Lee	Janet		
669	Lee	Janis		
670	Lee	Jason		
671	Lee	Joo	Y	
672	Lee	Jungnam		
673	Lee	Jungwon		
674	Lee	Kakyung		
675	Lee	Kyounghee		
676	Lee	Peter		
677	Lee	Samuel*		
678	Lee	Sang		
679	Lee	Seung		
680	Lee	Seungmin		
681	LeMay	Roger*		
682	Lenarduzzi	Courtney		
683	Lewis	Bryan		
684	Li	Edwin		
685	Liban	Abdulle		
686	Libow	Shane		
687	Liew	Choong	Hoong	
688	Limbu	Kanak		
689	Lindqvist	Robin		
690	Littlemore	Aletta		
691	Liu	Jenny*		
692	Locher	Devin		
693	Longley	Stuart		
694	Lonn	Jimmy*		
695	Lookridge	Steve		
696	Lopez	Christopher	H	
697	Lord	Don		
698	Loudermilk	Jeffrey	S	
699	Lugo	Lourdes	R	
700	Lunny	Ryan	Peter	
701	Luu	Michael		
702	LuviaNo	Luis		

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703	Lyn	Erica		
704	Lyn	Neil		
705	Lyon	Melissa		
706	Lyons	James		
707	Ma	Nang		
708	MacFarlane	John	Liddell	
709	Macintosh	Wayne		
710	MacTurk	ShanNon		
711	Maddikunta	Chitra		
712	Maesse	Chad	E	
713	Maharaj	Varun		
714	Maida	Claudio		
715	Maldonado-Pabon	Luis	F	
716	Man	Kwan	Pik	
717	Manfredo	Michael		
718	Mansingh	Derrick		
719	Marcille	Stephen*		
720	Margiori	Despina		
721	Maribito	Frank		
722	Marinelarena	Christian		
723	Mars	Christopher		
724	Marshall	Skyler*		
725	Martens	Ariel		
726	Martin	Constantin		
727	Martinez	Andrew		
728	Martinez	Beato		
729	Martinez	Cristian		
730	Martinez	Kathy		
731	Martinez	Omar		
732	Martinez	Pascual		
733	Martinez	Rod		
734	Martinez	Sarah		
735	Martinez and Tissone	Ana and Luis		
736	Martinez-Moreno	Laura		
737	Masihuddin	Noor*		
738	Mathiason	David*		
739	Matos	Alejandro		

Appendix A: Timely Objections With Proof of Ownership

740	Matos	AleX		
741	Matos	Daniel		
742	Matos	David		
743	Matos	Guiomary		
744	Matulnes	Bryan	James	
745	Maurico	Paz		
746	Maynard	John		
747	Mazzaferro	Francesco		
748	McCain	Takari		
749	McCormick	Karen		
750	McCrary	David		
751	McDonald	Charles*		
752	McDonald	Cody		
753	McDonald	Nathan	T	
754	McDonnell	Matt		
755	McGee	Charles		
756	McGee	Montie	R	
757	McGinnis	Tristian*		
758	McGiven	Steven		
759	McLeod	Lora		
760	McManus	Jenn		
761	McReynolds	Donielle		
762	Meaney	Kevin		
763	Medlyn	Ross		
764	Meinzer	Harold		
765	Melendez	Jihad*		
766	Melhem	Ellias		
767	Melhem	Ramy		
768	Meli	Thomas		
769	Melina	Duran		
770	Menard	Richard		
771	Mendelsohn	Nancy		
772	Mendez	Charles	Manuel	
773	Meng	Heather		
774	Menzie	Brad		
775	Merritt	Justin		
776	Mesa	Aura		

Appendix A: Timely Objections With Proof of Ownership

777	Millen	Gabriel		
778	Miller	Marsha		
779	Miller	Douglas and Sandra*		
780	Mills	James		
781	Milner	Ydrecious		
782	Min	Sook		
783	Mines	Ebony		
784	Minor	Emmett		
785	Mitzov	Mitzo		
786	Miz	James		
787	Moeini	Alireza		
788	Moeini	Peyman		
789	Moen	Jaime		
790	Moeslein	Kenneth		
791	Money	Bryan	Garner	
792	Monroe	Roderick	D	Sr.
793	Montagno	Larence and Connie		
794	Montemayor	Rolando		
795	Montes	Melissa		
796	Montiyagala	Roshan		
797	Moon	Lewis Eloit		
798	Moon	Sung		
799	Moore	Daryel		
800	Moore	Odell		
801	Moore	Randi		
802	Moore	Randy		
803	Morales	Jarilyn		
804	Morales	Lisa		
805	Morales	Lucas		
806	Morales	Lysander		
807	Morales	Rafael		
808	Moreno	Erlyn		
809	Moreno Rojo	Jorge	Fernando	
810	Morgan	Candace		
811	Morgan	Cory		
812	Morin	Ann		
813	Morris	Lloyd		

Appendix A: Timely Objections With Proof of Ownership

814	Morris	Steven		
815	Morrison	Chris		
816	Mosquera	GraceliaNo		
817	Moua	John		
818	Muhammad	Frankie		
819	Mun	Jessica		
820	Mun	Jungwon	Chris	
821	Munoz	Ruth		
822	Murgado	Angel		
823	Murphy	Jennifer		
824	Nadarajah	Sureshkumar		
825	Najar	Joe		
826	Nakhapakorn	Joompit		
827	Nathan	Philip		
828	Navarro	Leonardo		
829	Navarro	Robert		
830	Navarro-Iniguez	German		
831	Nealey	Tyiwan		
832	Nealy	Pamela	Elise	
833	Nelson	Anthony		
834	Nelson	Eric		
835	Neto	Alexandre		
836	Newchurch	Romona		
837	Newman	Iman		
838	Ng	Paul		
839	Ngo	Tony		
840	Nguyen	Anh		
841	Nguyen	Jackie		
842	Nguyen	My		
843	Nieves	Gilberto		
844	Nim	Jon		
845	Nisbett	Courtney		
846	Nogueira	Pedro		
847	Nolting	Ron		
848	Noori	Ramin		
849	Norris	Matthew		
850	Norwood	Keith		

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851	Nunez	Daniel		
852	Obrien	Warren		
853	Octavia	Andrews		
854	O'Dell	Angel		
855	Odysseus	Bibieras		
856	Oh	Alison		
857	O'Halloran	Shawn	D	
858	O'Herron	John		
859	Opichka	Alexander*		
860	Opichka	Edward		
861	Opichka	Jeffrey	L	
862	Orejuela	Christian		
863	Ortegel	Kevin	Joseph	
864	Outlaw	Ingrid		
865	Ozer	Mahmut	Tolga	
866	Pacuancuan	Joel		
867	Pagan	Guillermo	J	
868	Pagano	Michael		
869	Pak	Esther		
870	Palomino	Yuranny		
871	Pan	Harold	Henroe	
872	Panman	Robert		
873	Papadimitrio	Aris		
874	Parenteau	Edmond	G	Jr.
875	Park	Carson*		
876	Park	Jeonghae		
877	Park	Jung	Min	
878	Park	Mi Young		
879	Park	Soo		
880	Parker	Carl	Boone	
881	Parker	Jared		
882	Parris	Patricia		
883	Parsons	Henry		
884	Patel	Hiren		
885	Patel	Nirav		
886	Patkus	Marc		
887	Patten	John	P	

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888	Patterson	Adam		
889	Paula Marie-Paule	Kassouf		
890	Pautsch	Tim		
891	Pavoni	Alex		
892	Pavoni	Catia		
893	Payne	Krista		
894	Payne	Walter		
895	Pearson	James		
896	Pena	Michael		Jr.
897	Pereira	Pedro		
898	Perez	Adria		
899	Perez	Angel		
900	Perez	Cristobal		
901	Perez	Edgar		
902	Perez	Elizabeth		
903	Perez	Joel*		
904	Perez	Rosa		
905	Perez	Rylen		
906	Perry	Jasmine		
907	Perry	Ronald		
908	Perry	Trevor		
909	Petitt	Nicholas		
910	Pham	Danny		
911	Pham	Jerry		
912	Phelps	Donald	Corey	
913	Phillips	Jennifer		
914	Phung	Dai		
915	Pickel	Angela		
916	Pickett	Antuanez		
917	Pickett	James	M	
918	Pierre	Sean		
919	Pierre-Paul	Eddy		
920	Pineda	Juan		
921	Pinkston	Jared		
922	Pinnington	Greg		
923	Pinnington	Jan		
924	Pintor	Khristine	Dominique	

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925	Piraino	Anthony	Edwin	
926	Pitts	Melissa Ann		
927	Pogirski	AleX		
928	Pokrifchak	Casey		
929	Polanco	Abel		
930	Ponsford	Reggie		
931	Poor	Rich		
932	Poponas	George		
933	Porto	Zaida		
934	Powell	Monte		
935	Powers	Joel		
936	Prasad	Adesh	Anthony	
937	Pratt	Ordreldro		
938	Preston	Clark		
939	Preston	Daryl		
940	Preston	Delores		
941	Prieto	Juan		
942	Prudente	Jerold		
943	Prudenti	Dominick		
944	Pulido	Rene		
945	Pulizzi	Anthony	James	
946	Purcell	Joe		
947	Pursley	Timothy		
948	Putnam	Joseph	M	
949	Pyo	Claire	Dahye	
950	Quijano	Harlem		
951	Quijano	Oscar		
952	Quinones	Frederic	E. Chardon	
953	Raabe	Chris		
954	Rahman	Asibur		
955	Rahman	Shazia		
956	Rahman	Sheikh		
957	Rahman	Tariq	Jamal	
958	Rains	Robin		
959	Rajek	Nancy		
960	Ralph	Ian		
961	Ramdeen	Anil		

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962	Ramirez	Ana	J	
963	Ramirez	Joseph		
964	Ramirez	Joseph/Elizabeth		
965	Ramos	Jennifer		
966	Ramos	Norman		
967	Ramsey	Crystal		
968	Randle	Daverous		
969	Rangel	Omero		
970	Ranghel	Dawn	C	
971	Ransom	Lamont	Maurice	
972	Raovfogel	Ariel		
973	Ratanaburi	Justin		
974	Rathi	Shilpa		
975	Ray	Bill		
976	Raymond	Michael		
977	Razo	Maricela		
978	Read	Jon		
979	Reantaso	David		
980	Rebel	Timothy		
981	Reed	Richard		
982	Reed	Sam		
983	Regalado	Robert*		
984	Reich	Paul		
985	Reid	Rachelle		
986	Reinke	Jean		
987	Reis	Andrew	Tyler	
988	Reyes	James		
989	Rhoades	David		
990	Rice	Kevin	J	
991	Rich	Richie		
992	Richard	Ken		
993	Richmond	Ebony		
994	Rieger	Thomas		
995	Rivera	Jason*		
996	Rivera	Javier		
997	Rizk	Joseph		
998	Roach	Brandon		

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999	Roberge	Lisa		
1000	Robert	Brown		Jr
1001	Robert	Gaines		
1002	Roberto	Bruno		
1003	Roberts	Scott		
1004	Robinson	Cory		
1005	Robinson	Derek		
1006	Robinson	Okoye		
1007	Rocha	Julie	A	
1008	Rock	Brandt		
1009	Rodriguez	Juan		
1010	Rogers	Aaron		
1011	Rojas	Errol		
1012	Rojas	Steven		
1013	Rooney	Steve		
1014	Rosales	Jeremy		
1015	Rosario	Evan	Joseph	
1016	Rosario	Joey		
1017	Rosario	Mikayla		
1018	Rositzki	Steven		
1019	Ross	Antonio		
1020	Rowen	Brian		
1021	Rubillo	Mrs.		
1022	Ruefer	Robert		
1023	Ruiz	Zoila A Cortez		
1024	Rumph	Deya		
1025	Rusin	Aaron		
1026	Russell	Robert*		
1027	Rustic	Richard		
1028	Rutledge	Tyrell		
1029	Ruttan	Joseph and Debra		
1030	Ryoo	Angela		
1031	S.	Afra		
1032	Saba and Sehweil	Omar and Rania		
1033	Sabet	Mike*		
1034	Sadick	Shazad		
1035	Sadzewicz	Agnes		

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1036	Sagos	Tom		
1037	Saju	Thomas		
1038	Saketa	Ashebir		
1039	Saleh	Hamzeh		
1040	Salem	Cindy		
1041	Samson	Ronen		
1042	Sanborn	Chong	Kyu	
1043	Sanchez	Nicholas		
1044	Sanders	Rodney		
1045	Sandoval	Rocque		
1046	Sankey	Natalie	Latania	
1047	Sansom	Ronen		
1048	Santos	Jousen	Lopez	
1049	Sara	Bossier		
1050	Sargent	Cayle		
1051	Schachner	Alois		
1052	Schaub	Matthias		
1053	Schmidt	Raphael		
1054	Schwartz	Glenn		
1055	Scott	Michael		
1056	Sebti	Mourad*		
1057	Sefing	Bonnie	R	
1058	Sefing	Christopher	A	
1059	Sefing	Patricia		
1060	Seiba	Hani		
1061	Semovski	Tony		
1062	Sengsourya	Thavone		
1063	Seongyong	Heo		
1064	September Family Limited P'ship			
1065	Settimi	Victor	E	
1066	Setty	Kiran		
1067	Setty	Sabitha		
1068	Seymour	Lenox		
1069	Shah	Mihir		
1070	Sham Yi	Tse		

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1071	Shamsie	Humair		
1072	Sharon	Merav		
1073	Shebanow	Annie		
1074	Sheehan	Christopher		
1075	Sheena	John		
1076	Shelton	Charles		
1077	Shelton	Susan		
1078	Shen	Lee*		
1079	Shirley	Floretta*		
1080	Shomo	Christine		
1081	Siegel	Gary		
1082	Silva	Jason		
1083	Silva	Nadeeka		
1084	Simmons	Garric		
1085	Sinclair	Kyle		
1086	Sinclair	Shawn		
1087	Singh	Abhishek		
1088	Singh	Manjinder		
1089	Siri	Anny		
1090	Siron	Jeffery		
1091	Skaggs	Randall		
1092	Slagenwhite	Kurt		
1093	Small	Billy		
1094	Smallwood	Terry		
1095	Smith	Estin		
1096	Smith	Jeremy		
1097	Smith	Mark		
1098	Smith	Peter		
1099	Smith	Ronald		
1100	Smith	Sonja		
1101	Snowden	Nya		
1102	Snowden	Ronald		
1103	Soanes	Keithley	M	
1104	Sochar	Slawomir		
1105	Solis	Alejandra		
1106	Solomon	ShanNon		
1107	Song	Eunice		

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1108	Song	Seoung		
1109	Sorbello	Jeremy		
1110	SoriaNo	Carlos	A	
1111	Soriano	Miguel		
1112	Soto	Cesar		
1113	Soto-Hernandez	Emanuel		
1114	Spadafino	Tony		
1115	Spatafora	Joe		
1116	Spatafora	John		
1117	Spatafora	Kevin		
1118	Spatafora	Kimberly		
1119	Spaulding	Sheila		
1120	Speice	Travis		
1121	St. Germain	Fedeline		
1122	Staaf	Håkan		
1123	Stallings	Jamil		
1124	Stanford	Sandra		
1125	Stanis	Guy	Edward	
1126	Stanley	Jason		
1127	Stearns	Burk		
1128	Stegall	Jimmy		
1129	Stella	Choi		
1130	Steven	Knackmuhs	D	
1131	Stevens	David		
1132	Stevens	Grant		
1133	Stevenson	Carey		
1134	Stevenson	Deshawn		
1135	Stewart	Jeffery		
1136	Stidd	Kristopher		
1137	Stocke	Jonathan	Keith	
1138	Strain	Danise	Albert	
1139	Straker	Leroy		Jr.
1140	Stretton-Knowles	Celeste		
1141	Stuart	David		
1142	Stubbs	Carolyn		
1143	Stucki	Lorna		
1144	Suarez	Angel		

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1145	Suarez	Angel		
1146	Suaro	Zacchary		
1147	Suh	Gianne		
1148	Suh	Joseph		
1149	Sullivan	John		
1150	Sullivan	Matthew*		
1151	Summerfield	Dwight		
1152	Summers	Linda		
1153	Summers	William		
1154	Sumner	Matthew		
1155	Sung	Joo		
1156	Sureshkumar	Gowry		
1157	Sustaita	Higinio		
1158	Sutton	Broderick		
1159	Swain	Brian		
1160	Sweeney	Michael and Kathleen		
1161	Syrisack	Sing		
1162	Tafoya	Jerry		
1163	Takaki	Gary		
1164	Tambunga	Luis		
1165	Tambunga	Rachel		
1166	Tandeo	Ron		
1167	Tao	Stephen		
1168	Taylor	Josiah	Preston	V
1169	Taylor	Scott		
1170	Taylor and Louisiana	Laveda and Harvey		
1171	Tey and Liew	Chee and Kim	Chem and Oi	
1172	Thomas	Kuriakose		
1173	Thomas	Leza		
1174	Thomas	Michael		
1175	Thomas	Tamieca	Nyree	
1176	Thomasian	Kirk		
1177	Thomason	Jordan		
1178	Thomeczek	David		
1179	Thompkins	DeShaun		
1180	Thompson	Sarah		
1181	Thompson	Tonya		

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1182	Thorne	Mike		
1183	Thurston	Jennings		
1184	Tillman	Brian	Keith	
1185	Tinker	Jesse		
1186	Tipton	Evan		
1187	Toan	Huynh		
1188	Ton	Alexis		
1189	Toney	Endia*		
1190	Tonna	Lawrence		
1191	Tonnies	Eric	R	
1192	Torres	Cristobal		
1193	Torres	Isaiah		
1194	Torres	William		
1195	Townsend	Ryan		
1196	Tran	Alan	M	
1197	Tran	Alfred		
1198	Tran	Tuan		
1199	Truong	Alan		
1200	Truong	Michael		
1201	Tsang	Ricki		
1202	Tucker	Kelly		
1203	Turner	Bruce		
1204	Turner	Dorrin	L	
1205	Turner	Jesse		
1206	Tuttle	Brian		
1207	Tyus	Jacqueline		
1208	URSA Fund Management			
1209	Uwanawich	Sam		
1210	Vallier	Jeremy		
1211	Valtchev	Ivo		
1212	Van Vels	David		
1213	Van Vels	Rose Ann Flores		
1214	Vang	Thao		
1215	VanWinkle	James	F	
1216	Vara	Chris		
1217	Vargas	Isabel		
1218	Vargas	Luz	N	

Appendix A: Timely Objections With Proof of Ownership

1219	Vargas	Myriam		
1220	Varley	Frederique	I	
1221	Vazquez	Hector		
1222	Vazsquez	Alberto		
1223	Vega	Ivette		
1224	Velisaris	Pavlos		
1225	Velte	Anthony		
1226	Venkat	Maddikunta		
1227	Veraguas	Michael*		
1228	Verdagos	Jason*		
1229	Vertrano	Jennifer		
1230	Vestal	Michael		
1231	Vijay	Vishnu	Padmalayam	
1232	Villanueva	Juan	Pablo Delacruz	
1233	Villanueva	Robert	Ray	
1234	Villarreal	Nohely		
1235	Villegas	Geovanny		
1236	Vitale	SantiNo		
1237	Vivas	Isabel	Maria	
1238	Vizcarra	Cristian		
1239	Vladamudi	Kranthi		
1240	Wachter	Sean*		
1241	Waddell	Jermaine		
1242	Wade	Loreal		
1243	Wadsley	Michael		
1244	Waduge	Daminda		
1245	Waikel	Timothy*		
1246	Wallace	Taz and Karry		
1247	Walsh	Benjamin		
1248	Ward	Rex		
1249	Wasserman	Jake		
1250	Watkins	Darris		
1251	Watters	Kevin		
1252	Watts	Doug	T	
1253	WB	D		
1254	Webb	Kenneyon		
1255	Weberg-Vina	Erika		

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1256	Webster	Nick		
1257	Wedaso	Hinsermu		
1258	Weiss	Gabriel		
1259	Weiss	Scott		
1260	Wells	Steve		
1261	Wesley	Yvonne		
1262	Weston	Blythe		
1263	Wheatley	Christopher	A	
1264	White	Charles	M	
1265	White	Christopher		
1266	White	Youngmi		
1267	Whitehead	Norman		
1268	Whitfield	Torie		
1269	Whitfield	Zachary*		
1270	Whitmore	Paul	B	
1271	Whittington	Rick		
1272	Wichgers	Jena	L	
1273	Wickham	Robbin		
1274	William	Javan		
1275	Williams	Ian		
1276	Williams	Jamal		
1277	Williams	Junior	G	
1278	Williams	Kerry-Ann		
1279	Williams	Kevin	C	
1280	Williams	Matthew		
1281	Williams	Valerie		
1282	Williams	Zach		
1283	Willis	Aaron		
1284	Wilson	Alana		
1285	Wilson	Lloyd	George	Jr.
1286	Winder	Donald		
1287	Wing	Hank		
1288	Winterberg	Abigail		
1289	Winterberg	Richard		
1290	Winters	Ryan		
1291	Witherow	Russell		
1292	Withrow	Tim		

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1293	Wolfe	Hudson		
1294	Wolfe	Rocky		
1295	Wolfe	Rocky		
1296	Wood	Ken		
1297	Wright	Garry		
1298	Yan	John		Milano
1299	Yang	Jeng		
1300	Yang	John		
1301	Yang	Johnson		
1302	Yang	Nikson		
1303	Yang	Shannon		
1304	Yao	Clark		
1305	Yenick	Edward and Cyndi		
1306	Yeung	Charlotte		
1307	Yeung	Chit	Lau	
1308	Yi	Sungpo*		
1309	Yong	Daisy		
1310	Yoo	J		
1311	Yoo	Jamie		
1312	York	Jeff		
1313	Young	Kevin	D	
1314	Young	Michael		
1315	Young	Nathan		
1316	Young	Ray		
1317	Ysaguirre	Jaime		
1318	Yusuf	Ahmednasir		
1319	Z	Joseph		
1320	Zafer	Seiba		
1321	Zarco	Andric		
1322	Zauher	Jennifer		
1323	Zielinski	Donna		
1324	Zielinski	JoAnn		
1325	Zierold	Frederick		
1326	Zimmerman	Mike		
1327	Zoltek	Dawn		
1328		mechanicmi@aol.com		
1329		pmy41222858@gmail.com		

Appendix A: Timely Objections With Proof of Ownership

1330		Thund3rstruck 55		
1331	Ursa Fund Management (Andrew Hahn)			

APPENDIX B

Appendix B: Timely Objections Without Proof of Ownership

	Last Name	First Name	Middle Name	Suffix
1	Accetta	John		
2	Adams	Chris		
3	Agajanian	Rick		
4	Ahn	Seung		
5	Aletto	Michael		
6	Alexander	James		
7	Alexander	Jonathan	Todd	
8	Allen	Ajani		
9	Alvarenga	Johnny		
10	Alvarez	David		
11	Alves	Victor		
12	Amos	Dominic		
13	Anderson	Octarve		Jr.
14	Andrew	Bausk		
15	Anonymous interested party			
16	Anwarzai	Daud		
17	Arauz	Darling		
18	Arguello	Walter		
19	Argueta	Stacey		
20	Arroyo	Sam		
21	Arthur	Darryl		
22	Artis	Charles		
23	Audette	Raymond		
24	B	Francisco		
25	Babb	James		
26	Bagley	Jeff		
27	Bailey	Khrystarra		
28	Barath	Steven		
29	Barnett	Aaron		
30	Batac	Lorenzo		
31	Bayer	Frank		
32	Beck	William		
33	Becker	Dawn		
34	Bodwin	Loretta		
35	Bonilla	Adrian		
36	Boseman	Norman		

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37	BoudrouX	Richard	Alani	
38	Bowers	Michael		
39	Britton	Darryl		
40	Brown	Camile		
41	Brown	Kevin		
42	Brown	Sherri-Ann		
43	Buckley	Eric		
44	Bueing	Mike		
45	Buessing	Wayne		
46	Bullock	Jeremy		
47	Burks	Daunte		
48	Burton	Cia		
49	Bushika	Cary		
50	Butcher	Chad		
51	Calhoon	Edna		
52	Calhoon	Gary		
53	Cantrell	Nikki		
54	Carbellano	Thomas		
55	Carter	Brandi		
56	Cazarez	Ernesto	L	
57	Chambers	Aaron		
58	Chambers	Nathan		
59	Chan	Lachan		
60	Chase	Frazier		
61	Chen	Keng	Yu	
62	Chen	Shana		
63	Cherrelus	Gerrey		
64	Child	Ron		
65	Chiu	Chiyeung		
66	Choi	Yoon		
67	Cisneros	Ivan		
68	Clark	Irvin		
69	Clemente	Edward		
70	Covington	Gilbert		
71	Cowell	Marcus		
72	Cox	William	Allen	
73	Cronin	James		

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74	Culbreth	Jacqueline		
75	Cuyun	Byron		
76	Czerwinski	Fernando		
77	Davis	Denise	E	
78	Davis	Ronald		
79	Davis	Stacey		
80	Day	Denese		
81	Day	Thomas		
82	Di SaNo	Nadia		
83	Diaz	Kim		
84	Dinh	Kevin		
85	Dinh	Nikki		
86	Dobbins	Joseph		
87	Dorta	Liodis		
88	Drzewicki	Stephen		
89	Dufour	Ricky		
90	Dumont	Etienne		
91	Ellipsis	Jacques		
92	Elvis	Scott		
93	Etmanski and Lysohirka	Karen and Steven		
94	Farias	Rene		
95	Filastre	Doyle		
96	Flores	Roy		
97	Flounoy	Edward		Jr.
98	Ford	Jason		
99	Foulds	Carol		M.D.
100	Fulda	Paul		
101	Gardner	Vonda		
102	Gaston	Jermandy		
103	Gaviria	Jessica	Valencia	
104	Georgo	Sara		
105	Gilbert	Davion		
106	Godd	Rick		
107	Goetsch	Zoey		
108	Gonzalez	Jacobo		
109	Gonzalez	Marilyn		
110	Gonzalez	Myra		

Appendix B: Timely Objections Without Proof of Ownership

111	Grant	Curtis	L	
112	Green	Antonio		
113	Green	Belinda		
114	Griggs	Christopher		
115	Grimes	Scott		
116	Groggins	Ashley		
117	Guevara	Dario		
119	Hamlil	Rafik		
120	Hammond	Charles	W	
121	Harlow	Frank		
122	Harris	Dane		
123	Healey	Jacklyn		
124	Heaton	Brenda	Sue	
125	Heffron	Beau		
126	Helferich	Jerry		
127	Hemingway	Frankie		
128	Hend	Curt		
129	Henderson	Joshua		
130	Hicks	Kathy		
131	Hochrein	Kirk		
132	Hoffman	Milo		
133	Hong	Jisuk		
134	Hooks	Cheyvoryea		
135	Hornback	Ronald		
136	Horne	Willard		
137	Howe	Leidy	Rios	
138	Hubbard	Evelyn		
139	Hunter	Steven		
140	Inalman	Cem		
141	Irving	Craig		
142	Jackson	Sherry		
143	Jahangelo	Caesar		
144	James	Christopher		
145	Johnson	Cassandra		
146	Johnson	Eric		
147	Johnson	Lacreasha		
148	Johnson	Tracey		

Appendix B: Timely Objections Without Proof of Ownership

149	Jones	Nick		
150	Jordan	Iliana		
151	Joyce	Dan		
152	Kallmeyer	Christopher and John		
153	Kelm	Steve		
154	Kennedy	Brigid		
155	Khan	Iftikhar		
156	Kim	Sang		
157	Kim	Yong		
158	King	Divae		
159	Kliner	Jay		
160	Knopes	Steve		
161	Kong	Kaye		
162	Kremiller	Jodi		
163	Kueppers	Jeffrey	P	
164	Laity	Mark		
165	Lanigan	Julie		
166	Latynski	Shawn		
167	Lee	DK		
168	LeMay	Roger		
169	Lilly	Roger		
170	Lozado and Clemente	Editha and Edward		
171	Ludwig	Sergio		
172	Lugo	Lourdes	R	
173	Lyon	Melissa		
174	Maesse	Chad	E	
175	Maharaj	Varun		
176	Mahone	Keith		
177	Maida	Claudio		
178	Maldonado	Samuel		
179	Maldonado-Pabon	Luis	F	
180	Marr	Christopher		
181	Mars	Christopher		
182	Marshall	Skyler		
183	Martinez	Cristian		
184	Masihuddin	Noor		
185	Mathew	A.		

Appendix B: Timely Objections Without Proof of Ownership

186	Mathieu	Bernadine	Emmanuela	
187	Maxwell	Charmaine		
188	McCarthy	Tina		
189	McClary	David		
190	McDaniel	Michael		
191	McGhee	Kimeyel		
192	McIntyre	Jonathan	T	
193	McManus	Jenn		
194	Meade	Rita		
195	Medina	Gloria		
196	Mery	Martin		
197	Micheals	Melony		
198	Miranda	Stephanie		
199	Mone	Tony		
200	Mones	Domingo		
201	Mora	Lisa		
202	Mora	Lori		
203	Morgan	Ruben		
204	Morgan	Tonya		
205	Morsello	Buddy		
206	Moyano	Carlos		
207	Muhammad	Paula		
208	Myeongwa	Lee		
209	Myers	Paul		
210	Mynar	Michael		
211	Nandkishore			
212	Nevins	Susan		
213	Newsome	Mercedes		
214	Nguyen	Jackie		
215	Nicholas	Penelope		
216	Nickell	Susan		
217	Nightengale	Roland		
218	Nordstrand	Ryan		
219	Normand	Marsha		
220	Oliver	Chris		
221	Olszewski	Curtis		
222	Olszweski	Ray		

Appendix B: Timely Objections Without Proof of Ownership

223	Orelli	Anthony		
224	Oshodin	Chris		
225	Pacheco	Carlos		
226	Panchal	Nimesh		
227	Papadopoulos	Vaios		
228	Park	Jeonghae		
229	Patnode	Eugene and Clarissa		
230	Patnode	Gerald		
231	Paulk	Jenni		
232	Perez	Angel		
233	Perez	Edgar		
234	Perez	Joel		
235	Perio	Shane		
236	Peterson	Jamie		
237	Pfeiffer	Scott		
238	Phillips	Ashley		
239	Porter	Quinn		
240	Portillo	Steven		
241	Posenaer	Raymond		
242	Poulson	Daniel		
243	Powell	Monte		
244	Preston	Daryl		
245	Prigmore	Quintin	E	
246	Prondecki	Frank		
247	Pullins	Tameka		
248	Quamlynn	Marie	Ceasar	
249	Quinn	Isaac		
250	Quinn	Lawrence		
251	Rahman	Asibur		
252	Ramirez	Ana	J	
253	Ramjattan	Kelly		
254	Rasmussen	Corey		
255	Reantaso	David		
256	Regalado	Robert		
257	Reid	David		
258	Rhoades	David		
259	Rich	Richie		

Appendix B: Timely Objections Without Proof of Ownership

260	Richardson	Christopher	E	
261	Richardson	Daniel		
262	Richmond	Ebony		
263	Rivard	Martin		
264	Rivera	Luis		
265	Rivera	Victor		
266	Rizk	Joseph		
267	Roach	Brandon		
268	Rocha	Edubijen	Victor	
269	Rocha	Julie	A.	
270	Rodriguez	Alan		
271	Rodriguez	Rosalba		
272	Rogers	Aaron		
273	Rosario	Joey		
274	Rositzki	Steven		
275	Ruiz	Zoila A Cortez		
276	Sagos	Tom		
277	Salazar	Daniel		
278	Sanborn	Jeremy		
279	Sanders	Derek		
280	Sanderson	David		
281	Sandoval	Rocque		
282	Santiago	Tony		
283	Santos	Jousen	Lopez	
284	Sawyer	Jane		
285	Schneider	Charles	A	
286	Scott	Michael		
287	Seidelman	William		
288	Seleme	Phyllis	Rebecca	
289	Seleme	Venus		
290	Serrano	Shari		
291	Shim	Youn		
292	Smith	Javaris		
293	Smith	Jovan		
294	Smith	Mark		
295	Smith	Peter		
296	Smith	Ronald		

Appendix B: Timely Objections Without Proof of Ownership

297	Snowden	Ronald		
298	Snyder	Jennifer		
299	Solano	Julissa		
300	Solis	Alejandra		
301	Spinks and Derrickson	Richard and Ronald		
302	Stafford	Daryl		
303	Stalets	Ted		
304	Stein	Steven	G	
305	Sterling	Sandy		
306	Stockstill	Aida		
307	Stokes	Jacqueline		
308	Stone	Michelle		
309	Stork	Lonnie		
310	Stubbs	Carolyn		
311	Tafoya	Jerry		
312	Tao	Stephen		
313	Taylor	Orlando		
314	Taylor and Louisiana	Laveda and Harvey		
315	Thomas	Melissa	Lee	
316	Thompson	Sarah		
317	Thurston	Jennings		
318	Tillery	Dennis		
319	Tillman	Brian	Keith	
320	Ton	Alexis		
321	Torres	Cristobal		
322	Turner	Dorrin	L	
323	Tuttle	Brian		
324	Valentine	Scott		
325	Vallier	Jeremy		
326	Vassallo	Joseph		
327	Vazquez	Hector		
328	Vergados	Jason		
329	Wachter	Sean		
330	Waikel	Timothy		
331	Wallace	Gregg		
332	Wallace	Taz and Karry		
333	Ward	Rex		

Appendix B: Timely Objections Without Proof of Ownership

334	Wasserman	Jake		
335	Watters	Kevin		
336	WB	D		
337	Webb	Kenneyon		
338	Wesley	Yvonne		
339	White	Charles	M	
340	Wickham	Robbin		
341	William	Javan		
342	Williams	Bryson		
343	Williams	Ian		
344	Williams	Kevin	C	
345	Wilson	Mark		
346	Winder	Donald		
347	Wing	Hank		
348	Withrow	Tim		
349	Wortham	Robert		
350	Wulff	Tom		
351	Yan	John		Milano
352	Yana	Jerome	Eyan	
353	Yang	Shannon		
354	Yoo	J		
355	Young	Michael		
356	Z	Joseph		
357	Ziegler	Anthony	Christopher	Jr.
358	Zielinski	Donna		
359	Zielinski	JoAnn		
360	Zug	Kelli	L	
361		Borderraptor@aol.com		
362		CJ		
363		Cjh2274@gmail.com		
364		Jonthn4411@gmail.com		
365		Mechanicmi@aol.com		
366		Pmy41222858@gmail.com		
367		Rancho7331@yahoo.com		

APPENDIX C

Appendix C: Untimely Objections

	Last Name	First Name	Middle Name	Suffix
1	Affholter	Jordan		
2	Albrecht	Rich		
3	Alderete	Ron		
4	Alfaro	Jaime	Fuentes	
5	Anderson	Aubrey		
6	Angerhofer	Charles		
7	Arriola	Andre		
8	Arthur	Alexander		
9	Aviles	Jorge		
10	Banks	Nathaniel		
11	Bass	Kevin		
12	Beilman	Andrew		
13	Belinda	M		
14	Bell	Chris		
15	Berry	Aaron		
16	Bishop	Tammy		
17	Blury	Ps		
18	Boisvert	Keith		
19	Boreson	Kelly		
20	Brake	Mark		
21	Bray	Donna and William		
22	Brooke	Mckinney		
23	Broussard	Chad		
24	Buck	Jeremiah		
25	Budhraj	Rohit		
26	Buhnerkemper	Brandom		
27	C	Ryan		
28	Campbell	Rick		
29	Canarte	MaryKay		
30	Capello	Kiimberly		
31	Capparelli	Jerin		
32	Castro	Adrian		
33	Chang	Sylvia		
34	Chen	David		
35	Cho	Lauren	Inkyung	
36	Cho	Ryan		

Appendix C: Untimely Objections

37	Cho	Young	Hui	
38	Choi	Ashley		
39	Christensen Hutton	Jill		
40	Chung	Jiyoung		
41	Citro	Cheryl		
42	Citro	Cheryl		
43	Comfort	Ofeor		
44	Coursol	Ryan		
45	Craver	Shaonnia		
46	Dailo	Samantha		
47	Daniel	Mongiat		
48	Dawn	Becker		
49	Delgado	Anthony		
50	DeLiberty	Daniel		
51	Devries	Mike		
52	Dougherty	Joseph		
53	Drame	Dijbson		
54	Dull	Larry		
55	Edwards	Shantel		
56	Enriquez	Brian	Paul	
57	Falkenberg	Michael		
58	Fehrenbach	Nicholas	S	
59	Fernandez	Rosario		
60	Flores	Karin		
61	Fraire	Andrew		
62	Gates	Ava		
63	Giacomantonio	Philip		
64	Glenn	Crystal		
65	Goetsch	Zoey		
66	Gomez	Claudia		
67	Griffiths	Tyler		
68	Hall	S		
69	Harms	Andrew		
70	Harris	Alicia		
71	Haywood	Greg		
72	Hernandez	Alex		
73	Hinks	Herman		

Appendix C: Untimely Objections

74	Holland	Alexander		
75	Holland	Reinhold		
76	Hollowell	Stephen		
77	Huh	Sarah		
78	Humphrey	Miko		
79	Humphrey	Roy		
80	Hunt	Shavonne		
81	Hurdle	Jannina		
82	Hutton	Jill		
83	Jackson	Steven		
84	Jean-Babets	George		
85	Jihyeon	Kim		
86	Junghyun	Kang		
87	Kane	Heather		
88	Kang	MJ		
89	Kimball	Mike		
90	Kloehr	Sierra		
91	Kramer	Tony		
92	Kurait	Peter		
93	Kwon	Hyukjoo		
94	Lee	Kevin		
95	Lee	Songhee		
96	Leibovitz	Etan		
97	Lendore	Elton		
98	Lewis	Bryan		
99	Li	Yong		
100	Long	Tran		
101	Luke	Teddy		
102	Madewell	James	C	Jr.
103	Marshall	Skyler		
104	Meneley-Gilbert	Zoe		
105	Miller	Marshall		
106	Mitchell	Martrice		
107	Montgomery	Carl		
108	Moore	Kenella		
109	Obregon	Pedro		
110	Parks	Stephanie		

Appendix C: Untimely Objections

111	Pereira	Pedro		
112	Perez	Rylen		
113	Peters	Tyrell		
114	Potter	Alan		
115	Propane	Nune		
116	Rader	Chrisdee		
117	Radleigh	Clark		
118	Radleigh	Robert		
119	Renteria	Leonel		
120	Robertson and Zhu	Ian and Ling		
121	Rodriguez	Orlando		
122	Ronson	Jennifer		
123	Sadzewics	Agnes		
124	Salinas	Rene		
125	Sam	K		
126	Sanchez	Daniel		
127	Sandberg	Mattias		
128	Sawadi	Rahim		
129	Schneider	Charles		
130	Seehyang	Sohn		
131	Sehwell	Rania		
132	Sengsourya	Thavone		
133	Shah	D.		
134	Shah	N.		
135	Smith	Sedrick		
136	SNowdon	Peter		
137	Snyder	Cody		
138	Sohn	Seehyang		
139	Spangler	Robert		
140	Strejc	Alex		
141	Suijkerbuijk	Carolus	A.A.	
142	Sullivan	Matthew		
143	Swedish	Jimmy		
144	Sweet	Christopher		
145	Tillman	Brandon		
146	Toh	Alvin		
147	Toka	Andy		

Appendix C: Untimely Objections

148	Tokpa	Normeni		
149	Toro	Istvan		
150	Tsingis	John		
151	Ung	Kim		
152	Varveris	Jonathan		
153	Verdin	Elias		
154	Vilson	Judith	M	
155	Watkins	Darris		
156	Welborn	Jonathan		
157	Welling	Doppler	Harald	
158	Wesley	Yvonne		
159	West	Gary		
160	Widner	Matthew		
161	Wiebens	Peter		
162	Williams	Ladeshia		
163	Wilson	Colton		
164	Wilson	Darnell		
165	Wright	Kevin		
166	Wyatt	Arvel		
167	Yaun	Salem		
168	Yejin	Song		
169	Yoon	Miryeo		
170	Young	Greg		

APPENDIX D

Appendix D: Timely Statements of Support With Proof of Ownership

	Last Name	First Name	Middle Name	Suffix
1	Abbott	John		
2	Allen	Will		
3	Alsemiery	Meshal	Abdulmohsen	
4	Andrade	Paul		
5	Arakaza	Lydie		
6	Arroyo	Ryan		
7	Arthur	Jade		
8	Babicz	Nicholas		
9	Baker	Glenn		
10	Baker	Monique		
11	Baldwin	Angel		
12	Ball	Michael		
13	Barnes	James	Edward	
14	Barnes	Kevin		
15	Black	Stephan		
16	Burns	Kevin		
17	Burr	Brian		
18	Cabello	Rafael		
19	Cabrera	Cody		
20	Canady	Stephanie		
21	Canales	Amanda		
22	Caris	Chosten		
23	Cavazos	Anthony		
24	Cekinovich	Nicholas		
25	Chankova	Plamena		
26	Charnock	William and Christine		
27	Chatman	Marea		
28	Chavez	Oscar		
29	Clark	Jimela		
30	Cook	Michael		
31	Cooke	Jessica		
32	Cordle	Joshua		
33	Crick	Stacey		
34	Cristina	Dee		
35	Cruz	Elizabeth		

Appendix D: Timely Statements of Support With Proof of Ownership

36	Cushman	James		
37	Dawson	Perrin		
38	de Jong	James		
39	Dennis	Charles and Kelly		
40	Denny	Barbara		
41	Dominguez	Marcus	Prada	
42	Donquarius	Brisbon		
43	Duncan	Lennita		
44	Dunlap	Sharita		
45	Dunlap	Troy		
46	Eiland	Anthony		
47	El Masry	Mohamed		
48	Elam	Nichole		
49	Elliott	Cory		
50	Evers	Austin		
51	Fianko	Letitia		
52	Fok	Ho		
53	Fortier	Mathieu		
54	Frahm	Ryan		
55	Funke	Erica		
56	Gangi	Sarah		
57	Graham	Landon		
58	Gregson	Heather	Ann	
59	Grider	Glenn		
60	Grover	Harpeet		
61	Grovom	John		
62	Grubb	Brad and Kristin		
63	Grush	Justin		
64	Hakim	Yusuf		
65	Hanna	Sylvestor		
66	Harikumar	Devandla		
67	Headrick	Jeb		
68	Henrich	Tim		
69	Heo	Jenny	Yun	
70	Hess	Ashley		
71	Ingemi	AleX		
72	Johnson	Jan		

Appendix D: Timely Statements of Support With Proof of Ownership

73	Johnson	Jayvinth		
74	Jones	Joseph		
75	Kammerlander	Marco		
76	Kissoon	Elizabeth		
77	Kiuttu	Jaakko		
78	Koury-Judkins	Andrea		
79	Krdzic	Izudin		
80	Ksobiech	Keith	E	
81	Larsen	Katherine		
82	Lawrence	Michael		
83	Layne	Jason		
84	Leon	Miguel		
85	Leon	Nancy		
86	Leong	Sergio		
87	Lewis	Jeremy		
88	Love	Kimmy	H	
89	Lyons	Darla and Logen		
90	Maher	Tom		
91	Man	Ying		
92	Maple	John	W	
93	Maple	John and Stacey		
94	Maria De Chavez	Veronica		
95	Martin	Chris		
96	Martine	Brandon		
97	Martinez	David		
98	Marzagao	Jorge	L	
99	Masoner	Charles and Stephanie		
100	Matonti	Stephen		
101	Maurez	Michelle		
102	Maynard	Cain		
103	Michael	George		
104	Miller	Lisa		
105	Milton	Gillian		
106	Mollick	Akram		
107	Moos	Allen		
108	Moya	Cristian		
109	Murrieta	Abdiel		

Appendix D: Timely Statements of Support With Proof of Ownership

110	Neff	Tyler		
111	Newman	Gary		
112	Nunez	Mia		
113	Nuth	Nathan		
114	Ochoa	Efrain		
115	Ortiz	Harry		
116	Park	Eunice		
117	Park	Paul		
118	Pederson	Kim		
119	Pereira	Anthony		
120	Perez	Jorge		
121	Perry	Caroline		
122	Petit	Henry		
123	Purser	Angela		
124	Ramirez	Armando		
125	Reyes	Laura	Linarez	
126	Ricci	Dustin		
127	Richardson	Bart		
128	Robinson and Kenney	Paul and Rebecca		
129	Rodgers	Gregory	J	
130	Roman	Victor		
131	Rosado	Alex		
132	Roundtree	Skyler Hamilton		
133	Rowell	Taylor		
134	Ryan	Steve		
135	Sampey	Darius		
136	Satterwhite	Kevin Brian		
137	Schatz	Michael		
138	Schickinger	Christian		
139	Schrimpl	KC		
140	Schultz	David		
141	Sewell	Brandon		
142	Sheils	Corey		
143	Shults	Dan		
144	Siemon	Cory		
145	Simmons	Sonia		
146	Simpson	Travis		

Appendix D: Timely Statements of Support With Proof of Ownership

147	Snyder	Mathew		
148	Stanislaus	Theodol		
149	Starr	Sonny		
150	Suijkerbuijk	Carolus		
151	Supnet	Chris		
152	Sylvestre	Peter		
153	Taveras	Kenny		
154	Thomas	Alison		
155	Thomas	Marc		
156	Thomas	William		
157	Toitch	Jon		
158	Tucker	Zachary		
159	Tuhi	Hayden		
160	Valencia	Armando		
161	Vang	Chou		
162	Velazco	Hector		
163	Venable	Travis		
164	Walker	Mark		
165	Wilkinson	Sarah		
166	Williamson	Stephen		
167	Wilson	Joan		
168	Wingo	Cassandra		
169	Young	Mason		
170	Zicherman	Jason		
171	Zidich	Jonathan		

APPENDIX E

Appendix E: Informational Statements

	Last Name	First Name	Middle Name	Suffix
1	Ammann	Josh		
2	Barringer	Wilbert		
3	Baumgarten	Jon		
4	Brinker	Joel		
5	Broderick	Ian		
6	Cerame	Lon		
7	Chu	Song		
8	Colton	Craig		
9	Davis	Edward	E	
10	Dominguez	Rony		
11	Dorta	Liodis		
12	Elliott	Cory		
13	Fekadu	Daniel		
14	Gorham	James		
15	Grider	Glenn		
16	Gumbs	Monique		
17	Hall	Steven	Wade	
18	Haywood	Greg		
19	Hicks	Kathy		
20	Javier	Eva		
21	Johnson	Ian		
22	KulpongKup	Phantila		
23	Lillies	Calla		
24	Madera	Crystal		
25	Miller	Douglas and Sandra		
26	Moon	Daniel		
27	Nguyen	Sy	Ngoc	
28	Ohpark	Hellen		
29	Ross	Christopher		
30	Stilts	Matthew		
31	Tarbert	Nick		
32	Tarbert	Nick		
33	Tessier	Jeffrey	C	
34	Williams	Aisha		
35	Yoon	Laura		
36		Charlotte		

Appendix E: Informational Statements

37

	Jetsettr737@icloud.com		
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APPENDIX F

Appendix F: Inquiries

	Last Name	First Name	Middle Name	Suffix
1	A	Darek		
2	A.	Omar		
3	A.R.T.			
4	Aasamäe	Karl		
5	Abbe	Chris		
6	Abdulla	Altaf		
7	Abel	Christine		
8	Abnares	Frarnchetta		
9	Abreu	Ana		
10	Accashian	Jason		
11	Accineau	Ginette		
12	Acevedo	Alicia		
13	Adami	Aldo		
14	Adams	Paul		
15	Adamyman	Sam		
16	Addae	Nana		
17	Addlesee	Lee		
18	Affholter	Jordan		
19	Affousietta	Bakayoko		
20	Agajanian	Rick		
21	Aguero	Adrian		
22	Aguiar	Jorge		
23	Akahoho	Michael		
24	Akere	Kabiru		
25	Akinlade	Israel		
26	Aksnes	Trond		
27	Alahwal	Danny		
28	Alameda	Darrell		
29	Aldren	Kelly		
30	Alemu	Biruk		
31	Alexander	James		
32	Alexander	Trevvv		
33	Alhzem	Fuad	George	
34	Alice	Shin		
35	Alkakos	Albert		

Appendix F: Inquiries

36	Allman	Theresa		
37	Alo	Jummai	Ibrahim	
38	Alund	Rob		
39	Alvarado	Eduardo		
40	Alvarado	Jeff		
41	Alvarado	Joel		
42	Alvarez	Edgar	Sanchez	
43	Alvarez	Francisco		
44	Alvarez	Mindy		
45	Alvarez	Rolando		
46	Alvarez	Ruben		
47	Amaral	Dianne		
48	Amardeep	Gill		
49	Amaro	Christopher		
50	Amato	Hugh		
51	Ambeauxli	Louis		
52	Ammar	Arwa		
53	Ammons	Billy		
54	Ancheta	Stan		
55	Anderson	Andrew		
56	Anderson	Dustin		
57	Anderson	John		
58	Andres	Ronald	Yu	
59	Andrews	Dawn		
60	Angelone	Amber		
61	Antimisiaris	Emmanuel		
62	Apostolope	John		
63	Appelgren	Ian		
64	Araujo	Gabriel		
65	Arcaro	Kevin		
66	Archer	Justin		
67	Argila	Chris		
68	Argyou	Mike		
69	Arispe	Paul		
70	Armstrong	Josh		
71	Armstrong	Kevin		
72	Arriola	Simon		

Appendix F: Inquiries

73	Arteau	Francois		
74	Aschauer	Florian		
75	Ash	Steven		
76	Ash	Thomas		
77	Askew	Kaniesha	M	
78	Aspelund	Mary		
79	Ates	Richard		
80	Atkinson	Morgan		
81	Attridge	James		
82	Atwood	Austin		
83	Avila	Alex		
84	Ayoubi	Elias		
85	Aziz	Jay		
86	Azizian	Ricky		
87	B	Brandon		
88	Babarsky	Jason		
89	Babin	Brendan		
90	Badwan	Murad		
91	Bagshaw	Mark		
92	Bailey	Darrion		
93	Bailey	Jeff		
94	Bailey	Sirron		
95	Baker	Andrew		
96	Baker	Charles		
97	Baker	James		
98	Balibrea	Jose		
99	Ballero	Brian		
100	Banchikov	Victor		
101	Banegas	Roberto		
102	Banks	Nathanial		Jr.
103	Banner	Barry		
104	Barajas-Guy	Gabriel		
105	Barba	Mark	Del	
106	Barber	Greg		
107	Bargman	Nikki		
108	Barker	Zachary		
109	Barlow	Keith		

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110	Barnes	Annette		
111	Barnett	David		
112	Barnett	Joseph		
113	Barney	Cornelious		
114	Barringer	Coy		
115	Barry	John		
116	Barry	Steven		
117	Bartlett	Ape	Dawn	
118	Bartlett	Shay		
119	Barton	John	F	
120	Basile	Joe		
121	Basile	Tony		
122	Bates	Jeffery		
123	Bauer	Michael		
124	Baughner	Justin		
125	Bausk	Andrew		
126	Baxter	Andrew		
127	Bay	Niko		
128	Bayes	Jack		
129	Beasley	Randall		
130	Beason	Donta	L	
131	Beaudry	R.	Brad	
132	Beberdick	Nathan		
133	Becker	Dawn		
134	Beckerleg	John		
135	Beeharilal	Ganshaym		
136	Behrens	Michael		
137	Belcher	Jeffrey		
138	Belits	Kenneth		
139	Bell	Rob		
140	Bellman	Tracy	Lamn	
141	Beltz	John		
142	Bender	Chadd		
143	Benedict	Jeff		
144	Benjamin	Bernadette		
145	Bennett	Jeremy		
146	Benoit	Jean		

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147	Bentley	Joshua		
148	Berardi	Barbara		
149	Beringer	Shawn		
150	Berrigan	Sean		
151	Berry	Aaron		
152	Berry	Chris		
153	Bertsch	Kent		
154	Besfki	Mehvan		
155	Bethune	Ronald		
156	Beverley	Heather		
157	Beylerian	Steve		
158	Bezeau	Bert		
159	Biagini	Jacqueline		
160	Bianchi	Alfred		
161	Biediger	Jennifer		
162	Bielen	Chris		
163	Biggs	Ryan		
164	Bilir	Abdulah		
165	Bingham	Jon		
166	Birch	Joseph		
167	Bird	Robb		
168	Bischoff	Christine		
169	Black	Jeffrey		
170	Blackwood	Anthony		
171	Blanchard	Les		
172	Blasingame	Alex		
173	Blazek	Gary		
174	Blissett	Lauren		
175	Blount	Maya		
176	Boalch	Mark	D	
177	Bobo	Theresa		
178	Bodary	Jared		
179	Boggs	Gabriel		
180	Bolender	Audrey		
181	Boncy	Matthew		
182	Bond	Shawn		
183	Bonet	Eddie		

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184	Bonilla	Adrian	
185	Boone	Ricardo	
186	Bordelon	Kim	
187	Boren	Dru	
188	Borgen	David	
189	Bornicke	Sven	
190	Borsman	Justin	
191	Bourgoin	Robert	
192	Bourne	Erica	
193	Boy	Lisa	
194	Brack	Marco	
195	Bracke	Michelle	
196	Brad	Steve	
197	Braddy	Romundra	
198	Bradford	Adam	
199	Bradley	Andy	
200	Brady	Arthur	
201	Brae	Bonnie	
202	Brake	David	
203	Brancic	Aleksandar	
204	Brand	Gabriele	
205	Brandenburg	Jacy	Jones
206	Brann	Paul	
207	Branny	Danny	
208	Brasher	Rod	
209	Breland	Jerod	
210	Brent	Randy	
211	Brewington	Derone	
212	Brewton	Gaven	
213	Bridges	Pamela and Gary	
214	Brill	Owen	
215	Briney	Raymond	
216	Brinson	Danny	
217	Brito	Madeline	
218	Britton	John	
219	BroadnaX	Charles	
220	Brock	Jackson	

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221	Brogan	Rickey		
222	Brogdon	Cliff	Julien	
223	Brown	Gregg		
224	Brown	J		
225	Brown	Joi		
226	Brown	LaShawnia		
227	Brown	Logan		
228	Brown	Matthew		
229	Brown	Omar		
230	Brown	Robert		Jr.
231	Brown	Ryan		
232	Browne	Gene		
233	Browning	Lauren		
234	Brunette	Glenn		
235	Bruns	Maria-Karsten		
236	Bryc	Michal		
237	Buchanan	MIke		
238	Buckley	Lewis		
239	Budhram	Brian		
240	Buessing	Wayne		
241	Bui	Thanh		
242	Bunce	Rhett		
243	Buono	Stephen		
244	Burge	Gerald		
245	Burgees	Trevor		
246	Burgess	Christopher		
247	Burgess	Isiah		
248	Burkley	Jason		
249	Burns	Mark		
250	Bussell	Jason		
251	Butcher	Chad and Angelina		
252	Buttell	Jeff		
253	Butters	Richard		
254	Butts	James	R	Jr.
255	Butzin	Michael		
256	C	Levi		
257	C	Nick		

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258	C.	Nick		
259	Cabbell	Wendy		
260	Calder	Shane, Judy, Shawan		
261	Calderone	Lucy		
262	Caldwell	Patricia		
263	Calhoun	David		
264	Calix	Carles		
265	Callahan	Anne		
266	Callaway	John		
267	Calvert	Mike		
268	Cambalik	Michael		
269	Cameron	Adam		
270	Cameron	Louise		
271	Campbell	Cade	J	
272	Campbell	Charles		
273	Campbell	Don		
274	Campbell	Joe		
275	Campbell	Kenneth		
276	Campbell	Theodore		
277	Campli	Anthony		
278	Campos	Carlos		
279	Canady	Devine		
280	Candido	Flammarion		
281	Canida	John		
282	Canlas	Kelly		
283	Cao	Edward		
284	Carballo	Idalberto		
285	Carey	Vic		
286	Carlin	Zack		
287	Carol MWD			
288	Carr	Christopher		
289	Carrasco	Gabriel		
290	Carroll	Andrew		
291	Carroll	Todd		
292	Carruth	Melissa		
293	Carter	Kasey		
294	Carter	Tim		

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295	Casagrande	Andy	Brandy	IV
296	Caselman	Jason		
297	Cash	James		
298	Casteel	Jason and Marcia		
299	Castellanos	Raul		
300	Castillo	Gerardo		
301	Castillo	Raiviery		
302	Catalan	Jose	C	
303	Cataloni	Eric		
304	Catchings	Charles		
305	Catron	SeNovia		
306	Cavaliere	Devin		
307	Cendejas	Richard		
308	Cerva	Roger		
309	Chand	Subhas		
310	Chang	Daniel		
311	Chang	David	Seong-Ho	
312	Chang	Jason		
313	Chang	Joon		
314	Chang	Joseph		
315	Chaparro	Levi		
316	Chapo	Alberto		
317	Chapoteau	Jimmy		
318	Chavez	Jaime		
319	Cheing	Karam		
320	Chen	Howard		
321	Chen	Keng	Yu	
322	Chen	Shi		
323	Chernutan	Nicholas		
324	Cherrez	Ralph		
325	Cherry	Michael		
326	Cherry	Victor		
327	Cherubin	Billy		
328	Chesworth	James		
329	Cheung	Jason		
330	Cheung	Kay		
331	Cheung	Kent		

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332	Chick	William and Charlotte		
333	Chiu	Karina		
334	Chivaka	Nigel		
335	Christakis	Gregory	K	
336	Christian	Christy and Noel		
337	Christian	Noel and Christy		
338	Chun	Leung	Muk	
339	Chung	Brett		
340	Chung	Jake		
341	Chung	Joshua	Semin	
342	Chung	Mo	King	
343	Cipa	Hakan		
344	Clackett	Charles		
345	Clare	Debra		
346	Clark	Jordan		
347	Clarke	Steven		
348	Claybourne	Quia		
349	Cloete	Sean		
350	Clyburn	Aljermard		
351	Coakley	lonni		
352	Coffey	John		
353	Cohen	Catherine		
354	Colby	Lisa		
355	Cole	Thomas		
356	Coles	Scott		
357	Colin	Kevin		
358	Collalillo	Scott		
359	Collette-Lockyer	Jason		
360	Collins	Daiquiri		
361	Collins	Gloria and James		
362	Colomb	Chris		
363	Colon	Jon	Anthony	
364	Colton	Craig		
365	Conant	Carl		
366	Conception	Fredrick		
367	Conde	Raul		
368	Connolly	James		

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369	Contreras	Edwin		
370	Cook	Paul		
371	Cooley	James	A	III
372	Cooley	Samuel		
373	Cooling	Robert		
374	Cooper	Aaron		
375	Cooper	Danome		
376	Cooper	Donnell		
377	Cooper	Gary		
378	Cooper	Steve		
379	Cooperman	Len		
380	Cordero	Ralph		
381	Cordova	Ryan		
382	Corn	Rory		
383	Cornelius	Ruben		
384	Cornelius	Scott		
385	Correa	Brian and Judy		
386	Cortez	Alfredo		
387	Cortez	Sergio		
388	Cosby	Kayla		
389	Costanzosj	Mark		
390	Costley	David		
391	Cota	Tamara		
392	Cottrell	Frank		
393	Courtad	Jacob		
394	Courtemanche	E M Annette		
395	Cousins	Rob		
396	Covert	Angelo		
397	Cowan	Gary		
398	Cowell	Marcus	Dion	
399	Cox	Dan		
400	Cox	Justin		
401	Crabbe	Tye		
402	Craddock	Gerald		Jr.
403	Craddock	James		
404	Crocker	Les		
405	Crosby	Ricky and Laurie		

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406	Cross	Andrew		
407	Croteau	Ben		
408	Crow	Vince		
409	Cruz	Carmen		
410	Cruz	Charlene		
411	Cruz	Ed		
412	Cruz	Esteban		
413	Cruz	Joshua		
414	Cruz	Luis		
415	Crysler	Jesse		
416	Cubic	Phill		
417	Culp	Clifford		
418	Cummings	Darla		
419	Cummings	Sean		
420	Cunningham	Justin		
421	Curet	Scott		
422	Current	Dean		
423	Curtis	K.		
424	Cut	Kev		
425	Cuthbert	Colin		
426	Czerniawski	Yolanda		
427	Czmuchalek	Warren		
428	D	Jordan		
429	D.W.			
430	Dacey	Jamieson		
431	Dadufalza	Noel		
432	D'Agostini	Jean		
433	Dahlgren	Jenna		
434	Daigneault	David		
435	Daise	Shawn		
436	Dale	Valerie	D	
437	Daley	Andre		
438	Daley	John		
439	Daly	Gary		
440	D'Amico	John		
441	Daniels	Clint		
442	Dash	Brent		

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443	Dave	Pine		
444	Davenport	Thomas		
445	Davidson	Brett		
446	Davis	Darnell		
447	Davis	Denise		
448	Davis	Richard		
449	Davis	Riley		
450	Davis	Ronald		
451	Davis	Timothy		
452	Day	Michael		
453	De	George	Boer	
454	De Guia	Dharl	Lynne	
455	De Wannemaeker	Johan		
456	Deakin	Phill		
457	Deangelo	Shelly		
458	Decayette	Elsa		
459	Decayette	Rodd		
460	Dee	Stephan		
461	Del Rosario	Carlos		
462	Delgado	David		
463	Delgado	Lisa		
464	DeLiberty	Daniel		
465	Demarco	John		
466	Dennis	Joseph		
467	Dennis	Sederick		
468	Derian	Robert		
469	Desai	Kushal		
470	Deshawn	Stevenson		
471	Desir	Marie		
472	Desjardins	Richard		
473	Desmarais	Scott		
474	Detchemendy	George		IV
475	Diago	Kyle		
476	Diamond	Lakier		
477	Diao	Manisy		
478	Diaz	Tabitha		
479	Dickey	Larry		

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480	Didder	David		
481	Dielen	Freek		
482	Dill	Michael		
483	Dior	Ferrardi		
484	Dmitrova	Galina		
485	Dodds	Jamie		
486	Dollarhite	Gary		
487	Dolly	Aaron		
488	Domingo	Johnny	Santo	
489	Dominguez	Eric		
490	DomiNo	Gregory		
491	Donlon	Marie		
492	Dooley	David		
493	Doran	Catherine		
494	Dorta	Liodis	J	
495	Dorvil	Adrien		
496	Dory	Caleb		
497	Dowd	Adrienne		
498	Dowling	Jeff		
499	Downhour	Justin		
500	Doyle	Teddy		
501	Drago	Christopher		
502	Drake	Jeremy		
503	Dreiling	Dylan		
504	Drivas	Demitrius		
505	Drzewicki	Stephen		
506	Duckworth	Shane		
507	Duke	Homer		
508	Dumont	Etienne		
509	Duncan	Angel		
510	Duncan	Nathan		
511	Dunlap	Sharita		
512	Dunne	Gregory		
513	Duran	Jonathan		
514	Durham	Natalie	George	
515	Dustin	Garrett		
516	Dyshone	Jack		

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517	Dzangova	Mitka		
518	Eben	Matthew		
519	Eckenrode	Michael		
520	Economou	Kosta		
521	Edwards	Nehru		
522	Edwards	Riley		
523	Edwards	Sandra	J	
524	Eikenes	Fay		
525	El	Jose		
526	El Masry	Mohamed		
527	Ellergezen	Bobby		
528	Elliott	Clint		
529	Ellis	John		
530	Ellsworth	Elliott		
531	Elmore	Earnest		
532	Elstad	Dan		
533	Elze	Christian		
534	Emond	Mathieu		
535	Enfield	Lori		
536	Enoch	Sam		
537	Epperson	Wesley		
538	Eren	Murat		
539	Erickson	Lane		
540	Esa	Fares		
541	EspiNola	Omar		
542	Esposito	Jane		
543	Eubanks	Austin		
544	Evans	Curtis		
545	Exchequer	Elle		
546	F.	Martin		
547	Fabian	Matt		
548	Fair	Willie	J	Jr.
549	Fairchild	Bret		
550	Faircloth	Matthew		
551	Fakira	Frits		
552	Familette	George		
553	Fanelli	Kevin		

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554	Fant	Noland		
555	Farber	Eugene		
556	Farhan	Aaron		
557	Farias	Rene		
558	Farias	Sebastian		
559	Farrell	Lisa		
560	Farrell	Michael		
561	Farrington	Laverne	Granger	
562	Fashing	Walter		
563	Fauerbach	Matthew		
564	Fawcett	Mike		
565	Feldbush	Mike		
566	Felder	Zac		
567	Felix	Alexandro		
568	Ferrell	Kristian		
569	Field	Matthew		
570	Fields	Jonathan		
571	Fields	Paul		
572	Fike	Brandon		
573	Filas	Joel		
574	Findhammer	Robin		
575	Fischer	Jon		
576	Fischer	Tanya		
577	Fisher	Andrew		
578	Flanagan	Davonta		
579	Fleming	Jason		
580	Fletcher	Jack		
581	Fletcher	Larry		
582	Flores	Charles		
583	Flores	Ira		
584	Flores	Juan		
585	Flores	Sally		
586	Flounoy	Edward		Jr.
587	Flower	Seth	K	
588	Flowers	Major	Tabari	
589	Flynn	Nathan		
590	Fogo	Mike		

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591	Folse	Melissa		
592	Fong	Chantay		
593	Forbes	James		
594	Ford	Sean		
595	Forsyth	Rebecca		
596	Foster	Gregory	Denzel	
597	Foulds	Carol		
598	Fountain	Shawna		
599	Fowler	Jason		
600	Fox	Brandon		
601	Fraenza	James		
602	Fraise	John	K	
603	Francis	David		
604	Francis	Robert		
605	Frank	John		
606	Franklin	Amy		
607	Franklin	Virgil		
608	Frazier	Anwar		
609	Frazier	Chase		
610	Frederiksen	Bruce		
611	Friedman-Maguire	Matthew		
612	Frost	Bradley		
613	Fuller	Kevin		
614	Fulz (Taylor)	Laura		
615	Fung	Lam	Tsun	
616	Fung	Lee	Wang	
617	Funicello	Robert		
618	Furio	Frank	M	
619	Furtivo	Fonda		
620	Fyfe	Craig		
621	G	Cameron		
622	Gable	Steven		
623	Gajwani	Sudhir		
624	Galanin	Nicholas		
625	Gale	Chris		
626	Gallagher	Anthony		
627	Gallagher	William		

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628	Gallant	Chris		
629	Gallipeau	Jessica		
630	Galo	Fernando		
631	Gamba	Bernardo		
632	Gamma	Cole		
633	Gamma	Shaun		
634	Gander	Marisa		
635	Gandia	Nestor		
636	Ganos	Michael		
637	Garayua	Denisha		
638	Garch	Artie		
639	Garcia	Cristal		
640	Garcia	Jonathan		
641	Garcia	Margaret		
642	Garcia	Mario		
643	Garcia	Ramiro		
644	Gardner	Kiley		
645	Gardner	Timothy		
646	Garlington	Lance		
647	Garrick	Kimberly		
648	GaviNovich	John		
649	Geiger	Silas		
650	Gelinas	Gabriel		
651	Genesiran	Ivyn		
652	Gensee	P.		
653	Gentile	Tom		
654	Gentile	Chet		
655	George	Donnahue		
656	George	Shelby		
657	Georgopoulos	Magdalena		
658	Gerleman	Shawn		
659	G'Fellers	Michaelina		
660	Giacomantonio	Philip		
661	Gibbs	Matthew		
662	Gibby	Jeff		
663	Gil	Romario		
664	Gilberhorpe	Craig		

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665	Gilbert	Davion		
666	Gill	Christopher		
667	Gill	Mickey		
668	Gilman	Lauren		
669	Gilmore	Augustina		
670	Giorgis	Alan		
671	Gist	Brandon		
672	Glasgow	Roy		
673	Glass	Nancy		
674	Gleason	Patrick		
675	Goatley-Seals	Todd and Kelly		
676	Godwin	Robert		
677	Godwin-Washington	Asiah		
678	Gohl and Baugher	Amy and Justin		
679	Goncalv	Armando		
680	Gonzales	Gabriel		
681	Gonzales	Isaac		
682	Gonzales	James		
683	Gonzales	Maryann		
684	Gonzalez	Alejandro	Tomas	
685	Gonzalez	Anthony		
686	Gonzalez	La-Ada		
687	Gonzalez	Luis		
688	Goode	Ryan		
689	Gordon	Jarryd		
690	Gordon	Kadene		
691	Gorman	Carol		
692	Gottesmann	David		
693	Goucher	Michael		
694	Gould	Amy		
695	Graham	Shante		
696	Grant	Darrell		
697	Grantlen	Wendell		
698	Gray	Adam		
699	Gray	Jazten		
700	Green	LaToya		
701	Green	Nathan		

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702	Grelish	Karen		
703	Grenier	Anthony		
704	Greydanus	Sietze		
705	Grgich	Carter		
706	Grier	Kendall		
707	Griffin	Jeffrey		
708	Griffin	Marcus		
709	Griffith	Gene		
710	Grubbe	Christian		
711	Gsellman	Pamela	A	
712	Guenther	Adam		
713	Guerrero	Robert		
714	Guidry	Brandi		
715	Guidry	Mervine		Jr.
716	Guillaume	Olmard		
717	Guillott	Anthony		
718	Gulley	Rachel		
719	Gunderson	Barry		
720	Gunn	Torries		
721	Guzman	Raul		
722	H	Dennis		
723	Hachey	Jonathan		
724	Haghayegh	Bahram		
725	Hahn	Andrew		
726	Hairstone	Lin		
727	Haldeman	Roy		
728	Hale	Christopher		Jr.
729	Hall	Brad		
730	Hall	Cody		
731	Hall	David		
732	Hall	Kelvan		Jr.
733	Hall	S.		
734	Hamberg	Chris		
735	Hamilton	Kevin		
736	Hamilton	Troy		
737	Hamlin	Shemeka		
738	Hamm	Bryan		

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739	Hammock	Mark		
740	Han	Hugo		
741	Hankins	Stephen		
742	Hann	Craig		
743	Hansen	Jan		
744	Hanson	Karl		
745	Hardley	Vanessa		
746	Hardy	Jemille		
747	Harloff	Amy		
748	Harmen	Thomas		
749	Harp	Dale		
750	Harper	Brandon		
751	Harper	Brian		
752	Harper	Cameron		
753	Harrell	Lisa		
754	Harrington	Steve		
755	Harris	Ashley		
756	Harris	Clarence		
757	Harris	Jason		
758	Harrison	Howard		
759	Harry	E.M.		
760	Hartis	David		
761	Hartranett	John		
762	Hasty	Louis		
763	Hause	Matthew		
764	Hauser	Jason		
765	Havens	Gregory	Edward	
766	Hawari	Ayman		
767	Haycraft	Marcus		
768	HaYes	Bob		
769	Haynes	Felicia		
770	Haywood	Greg		
771	Hazeltrove	Andrew		
772	Hazeltrove	Tai		
773	Hazeltrove	Dan		
774	Healy	Brian		
775	Heam	Kyle		

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776	Hedman	Ty		
777	Heggenstaller	Jim		
778	Hemmerick	Jake		
779	Hendrix	April		
780	Henke	Michael		
781	Hennecke	Georg		
782	Hennecke	Susanne		
783	Herbert	June		
784	Herbert and Roy	Patrick and Josee		
785	Hernandez	Edward		
786	Hernandez	Helen		
787	Hernandez	Javier		
788	Herron	Lilian		
789	Hertz	Kevin		
790	Hertz	Tammie		
791	Hetland	Kjell	Petter	
792	Hewitt	James		
793	Hickey	David		
794	Hickey	Jon		
795	Hickman	Haley		
796	Hickman	Jamie		
797	Hicks	Sandra		
798	Hicks	Terri		
799	Hicks-Moss	Cynthia		
800	Hilfer	Sam		
801	Hill	Keley		
802	Hill	Marva	Elliott	
803	Hill	Mary	Kay	
804	Hillier	Simon		
805	Hilton	Tiffany		
806	Himles	Harry		
807	Hin	Sing		
808	Hinojosa	Chris		
809	Hinson	Mister		
810	Hobson	Luke		
811	Hoch	Jacqueline		
812	Hochstatter	Cody		

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813	Hodge	Joan	M	
814	Hogan	W		
815	Holbrook and Frick	Mathew and Carrie		
816	Holland	Gustav		
817	Holley	Johnny		
818	Hollis	Brian		
819	Holloway	Alicia		
820	Holloway	John		
821	Holly	Christine		
822	Homes	Daniel		
823	Hong	Thomas		
824	Hooks	Cheyvoryea		
825	Horacek	Radek		
826	Horn	Ron and Julie		
827	Horton	Michelle		
828	Houghton	Frank		
829	Houtmann	Victor		
830	Howard	Rick		
831	Howard	Susan		
832	Hsu	Nick		
833	Huaser	Dale		
834	Hubbard	Evelyn		
835	Hudgins	Jason		
836	Hudson	Gina		
837	Hughes	David		
838	Hughs	Sam		
839	Huie	Adam		
840	Hul	Ponloeu		
841	Hulon	Latanya		
842	Hume	Frank		
843	Hund	Christian		
844	Hung	Kitty		
845	Hung	Leung	Wing	
846	Hunt	Sheri		
847	Hunter	Lee	Samuel	
848	Hunter	Stephanie		
849	Hurdle	Jannina		

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850	Hurelbrink	Doug		
851	Huston	Lonn		
852	Hutchison	Jay		
853	Huy	Mike		
854	Huynh	Brandon		
855	Hyde	Melinda		
856	Ibeh	Nneamaka		
857	Illerardi	Bob		
858	Imara	Oheen		
859	Inglese	Dan		
860	Inwood	Andrew		
861	Ioehr	Juergen		
862	Irby	Joshua		
863	Iribe	Deana		
864	Irving	Craig		
865	Ison	Dennis		
866	Israel	Nate		
867	Itzhakov	Erez		
868	itzPuppieZZ			
869	Ivy	Michael		
870	Izzo	Rose		
871	Jack	Dyshone		
872	Jackson	Brock		
873	Jackson	Tamesha		
874	Jackson	Wanda		
875	Jacobs	Christine		
876	Jacome-da-Costa	Paul	R	
877	Jai	Richard		
878	Jakola	Jason		
879	James	Christopher		
880	James	Ian		
881	James	Johnathan		
882	James	Justin		
883	James	Natalie		
884	James	Teanna		
885	Jang	Saehwan		
886	Jarold	Aisdair		

Appendix F: Inquiries

887	Jasmiga@hotmail.com			
888	Jauvin	Karl		
889	Jaynes	Charles		
890	Jean-Babets	George		
891	Jeanpierre	Jean	Luc	
892	Jeanty	Judith		
893	Jeevathilagan	Vasanthi		
894	Jenkins	Gary and ShanNon		
895	Jenkins	Michael		
896	Jernigan	James		
897	Jimenez	Abraham		
898	Jimenez	Enrique		
899	Jimenez	Hector		
900	JirathanaNon	Amy		
901	Jiwani	Pareen		
902	Joe	Ricky		
903	Johansson	Elin		
904	Johns	Deidre		
905	Johnson	Brayden		
906	Johnson	Duane		
907	Johnson	Maurice		
908	Johnson	Monique		
909	Johnson	Moses	M	
910	Johnson	Regina		
911	Johnson	Russell		
912	Johnson	Shelby		
913	Johnson	Terrell		
914	Johnston	Greg		
915	Jones	Aaron		
916	Jones	Eric		
917	Jones	Jacqueline		
918	Jones	Joe		
919	Jones	Kiana		
920	Jones	Louise		
921	Jones	Stephen		
922	Jong	Donald		
923	Jordan	Michael	S	

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924	Jorge	Jorge		
925	Joseph	Jerry		
926	Joseph	Robert		
927	Joyce	Gary	Dean	Sr.
928	Joyce	Loretta	J	
929	Joyce	Lorie		
930	Joyner	Jim	Chris	
931	Judd	Marlo		
932	K.	MfG	Ric	
933	Ka Wai	Wong		
934	Kale	Sanjeev		
935	Kam	Nate		
936	Kannan	Michael		
937	Kantorski	Henry		
938	Karim	Maira		
939	Karlen	Joy		
940	Kauffmann	Aaron		
941	Kauhi	Kalena		
942	Kealen	ShanNon		
943	Keating	Maria		
944	Keating	Pat		
945	Keays	Melissa		
946	Keller	Britt		
947	Keller	Michael		
948	Kelley	James		
949	Kelley	Robert		
950	Kelly	Jessica		
951	Kelly	Kevin		
952	Kennebrew	Sarah		
953	Keogh	Michael		
954	Kerridge	Mattheuw		
955	Kerwin	Jason		
956	Keta	Tim		
957	Kettner	Jade		
958	Keung	George		
959	Keys	Brian		
960	Keys	Myron		

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961	Khajeh	Aliyeh		
962	Khan	Shezad		
963	Khoury	Paul		
964	Kim	Andrew		
965	Kim	Dae		
966	Kim	James		
967	Kim	Michelle		
968	King	Dayo-David		
969	King	Elliott		
970	King	Jeffrey		
971	King	Justin		
972	King	Radley		
973	Kinnarath	Mit		
974	Kirby	Ryan		
975	Kivari	Sophia		
976	Klein	Sebastian		
977	Klusmeyer	Tim		
978	Knisely	Collin		
979	Ko	Kathy		
980	Koch			
981	Kochan	Justin		
982	Koenig	Brian		
983	Kokit	Irina		
984	Koksal	Onder		
985	Kolin	James		
986	Kom	Alen		
987	Komistak	Stephen	Chase	
988	Koncz	Dennis		
989	Konig	Kevin	M	
990	Kore	The		
991	Korn	Yoeun		
992	Kostecki	Eric		
993	Kotia	Daanyaal		
994	Krastev	Galin		
995	Krause	Doug		
996	Kreit	Nabila		
997	Kroger	Richard		II

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998	Krysiewicz	Johnny		
999	uczynko and Berdichevsk	Chris and Ellina		
1000	Kuepo	Arel Nathan	Kamadjeu	
1001	Kugler	Kyle		
1002	Kunik	John		
1003	Kuntz	Nicole	M	
1004	Kurait	Sally		
1005	Kurait	Samer		
1006	Kuzio	Tiffany		
1007	Kwong	Chin-Yeung		
1008	Kyles	Frederick		
1009	Kyser	Scott		
1010	Kysor	Mitchell		
1011	L	Angie		
1012	L	Jason		
1013	La	Tim		
1014	La Fleur	William		
1015	Labocha	Konrad		
1016	LaBoy	FeliX		
1017	LaBroi	John		
1018	Lamptey	Michael		
1019	Lando	John		
1020	Landrum	Tracy		
1021	Lane	Brad		
1022	Langdown	Paul		
1023	Laque	Richard		
1024	Lari	Shanice		
1025	Larsen	Derek		
1026	Larson	Dan		
1027	Larsson	Niklas		
1028	LaSalvia	Frank		
1029	Laskar	Sonika		
1030	Lastique	Justin		
1031	Laszczak	Jerry		
1032	Lau	Wang		
1033	Laubenstein	Dave		
1034	Lavallee	Greg		

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1035	Lavelle	Brenten		
1036	Lawhon	Shauna		
1037	Lawrence	Julie		
1038	Le	Jimmy		
1039	Le	Jonathan		
1040	Le	Mychal		
1041	Le	Son		
1042	Le	Tuan		
1043	Leaf	Benjamin		
1044	Leaird	Steven		
1045	LeClair	Eric		
1046	Lecours	Marcel		
1047	Lee	Darrin		
1048	Lee	David		
1049	Lee	Dean		
1050	Lee	Jang		
1051	Lee	Jonathan		
1052	Lee	Kyung	Mi	
1053	Lee	Peter		
1054	Lee	Roy		
1055	Lee	Sook		
1056	LeGrand	Davis		Jr.
1057	Lehman	Jason		
1058	Lehner	Susan		
1059	Leibovitz	Etan		
1060	Lemke	Ricky		
1061	Lenarduzzi	Courtney		
1062	Leo	Steven		
1063	Leonardelli	Christopher		
1064	Leong	Bak		
1065	Letizia	Richard		
1066	Lettner	Ulrich		
1067	Leung	Kai	Yin	
1068	Lew	Emily		
1069	Lewis	Mahalia		
1070	Li	Edwin		
1071	Li	Yuki		

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1072	Lightfoot	Sarah		
1073	Lim	Daniel		
1074	Limbu	Kanak		
1075	Lindroth	Katherine		
1076	Ling	Ying		
1077	Link	Matthew	E	Jr.
1078	Linville	David		
1079	Linville	Geoff and Jessica		
1080	Lipari	ShanNon		
1081	Lippe	Vielka		
1082	Lipshutz	Evan		
1083	Liriano	Clara		
1084	Lisby	James		
1085	Lisek	Robert		
1086	Littenberg	Gertrud		
1087	Littlemore	Aletta		
1088	Littles	Kyron		
1089	Lloyd	Jamaal		
1090	Lofton	Siarah		
1091	Loggie	Robert		
1092	Long	Keith		
1093	Longley	Stuart		
1094	Longo	Vito		
1095	Lopez	Chaparra		
1096	Lopez	Esteban	Borja	
1097	Lopez	Nico		
1098	Lopez-Nieto	Gildardo		
1099	Lorenc	Bob		
1100	Lorence	KJ		
1101	Lovegren	Michael		
1102	Lowe	Michael		
1103	Lowery	Pam		
1104	Lu	Zheshi		
1105	Lucas	Lekia		
1106	Lucero	Luis		
1107	Lucero	Scott		
1108	Ludwig	Sergio		

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1109	Luera	Amore		
1110	Lutz	Mary and David		
1111	Lyn	Neil		
1112	Lyons	Torileach		
1113	M	Mitra		
1114	M	Sean		
1115	Ma	Michael	H	
1116	Ma	Nang		
1117	MacArthur	Rob		
1118	Macartney	D		
1119	Macheledt	Kylee		
1120	Mackett	Eleni		
1121	Mackey	Shawn		
1122	Mackie	Brian		
1123	Madriaga	Joven		
1124	MadueNo	Kevin		
1125	Mafait	Bas		
1126	Magana	Daniel		
1127	MaggiaNo	Haydee		
1128	Mahady	Matthew		
1129	Mahan	Matthew		
1130	Mahanes	Jon		
1131	Maharaj	Varun		
1132	Maida	Christopher		
1133	Mainwald	Peter		
1134	Mak	Patrick		
1135	Maldonado	Angelina		
1136	Malespin	Roberto		
1137	Mallebranche	Paul		
1138	Maloney	Francis		
1139	Malumo	Lutombi		
1140	Manansala	Carlos	Rico	
1141	Mander	Tejinder	Singh	
1142	Manning	David		
1143	Manning	Durell		
1144	Mannlein	Francis		
1145	Maple	Theresa		

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1146	Marcus	Leslie	
1147	Maria	Gilberto	
1148	Marion	Jacquel	
1149	Markey	Terry	
1150	Marko	Jennifer	
1151	Marks	David	
1152	Marron	David	
1153	mars	mars	
1154	Marshall	Skyler	
1155	Martin	Cameron	
1156	Martin	Earl	
1157	Martin	Erica	
1158	Martin	Joel	
1159	Martin	Michelle	
1160	Martinez	Ana	
1161	Martinez	Cassandra	
1162	Martinez	Jim	
1163	Martinez	Luis	
1164	Martinez	Wilfredo	
1165	MartiNo	Ashlee	
1166	Mason	Dan	
1167	Mata	Robert	
1168	Matherne	David	
1169	Mathiason	David	
1170	Matos	Milton	Jr.
1171	Matteucci	Josh	
1172	Mauermann	David	
1173	Maurer	Karen	
1174	Maxie	Trayoun	
1175	Maxwell	Gordon	
1176	Maxwell	Mark	
1177	Maynard	Nearcisse	
1178	Mboob	Ibrima	
1179	McAtee	Greg	
1180	McBride	Bill	
1181	McCabe	Jeannine	
1182	McCarron	Boe	

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1183	McCarthy	Patrick		
1184	McClure	Angie		
1185	McCormick	Stuart		
1186	McCrary	David		
1187	McCready	Shane		
1188	McDaniel	Michael		
1189	McDermott	Patrick		
1190	McDonald	Thomas		
1191	Mceady	Victoria		
1192	McFadden	Tyler		
1193	McHenry			
1194	Mcilmoyl	Adam		
1195	McKee	Carol		
1196	McKegney	CoNor		
1197	McKenzie	Charles		
1198	McKleroy	Gardiner		
1199	McKnicght	Marvin		
1200	McKoy	John		
1201	McKoy	Samuel and Samya		
1202	McLemore	Cash		
1203	McMann	Adam		
1204	McNally	Chris		
1205	McNamara	Margaret		
1206	McNeace	Harry		
1207	McNeeley	Scott		
1208	McNeese	Tom		
1209	McNeil	Nykkye		
1210	McNulty	Michael		
1211	McWhorter	Julio		
1212	Medina	Brian		
1213	Meentemeyer	Stacey		
1214	Mehrabi	Neema		
1215	Mejia	Pedro		
1216	Mejia	Tony		
1217	Meli	Thomas		
1218	Mendoza	Joel		
1219	Menta	Jason		

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1220	Menzie	Brad		
1221	Merrell	Rudolph		
1222	Metcalf	Zach		
1223	Metz	Beth		
1224	Mezo	Susan		
1225	Michaels	Melony		
1226	Michel	Jean	Daniel	
1227	Michel	Joanem		
1228	Mignano	Daniel		
1229	MilaNo	Giorgio		
1230	Milano	John		
1231	Miles	Kevin		
1232	Miller	Dustin		
1233	Miller	Evan		
1234	Miller	Joshua		
1235	Miller	Letha		
1236	Miller	Michael		
1237	Miller	Ryan		
1238	Miller	Trace		
1239	Mills	John		
1240	Ming	Fung	King	
1241	Ming	Ng	Hoi	
1242	Minor	Emmett		
1243	MiNou	Kostas		
1244	Mintzer	Caitlin		
1245	Minyem	Christelle		
1246	Mitchell	Franz		
1247	Mitchell	Kay		
1248	Moe	Meijia		
1249	Moeini	Alireza		
1250	Moeini	Peyman		
1251	Moeller	Rebekah and Darren		
1252	Mohammad	Naveed		
1253	Mohammed	Saleem		
1254	Mohr	Darren		
1255	Moises	Avalos		
1256	Molfese	Anthony		

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1257	Molina	Tommy	
1258	Molzen	Hasting	
1259	Mon the Jam Tarts 21		
1260	Mona	Ben	
1261	Mong	Johnny	
1262	Mongtomery	Harcell	
1263	Monreal	Robert	
1264	Montes	John	
1265	Montoya	Julieth	
1266	Moore	Aneesah	
1267	Moore	Holly	
1268	Moore	Odell	
1269	Mor	Vic	
1270	Morales	Mercedes	
1271	Morales	Michael	
1272	Mordas	Viktoriya	
1273	Morden	John	
1274	Morehouse	Anthony	
1275	Moreno	Christian	
1276	Moreno	Erlyn	
1277	Moreno	Jorge	
1278	Morg	Carollynne	
1279	Morris	Rob	
1280	Morrison	John	Philip
1281	Morton	Jason	
1282	Mosleh	Marwan	
1283	Moulgidda	Sandeep	
1284	Moyer	Korey	
1285	Muhammad	Frankie and Paula	
1286	Muhammad	Shaman	
1287	Mukhram	Nanda	
1288	Muliac	Shawn	
1289	Mullen	Jessica and Stephen	
1290	Muller	Joseph	
1291	Mullin	Paul	
1292	MuNoz	Gregory	
1293	MuNoz	Madalyn	

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1294	Murphy	David		
1295	Murphy	Jennifer		
1296	Murphy	Keith		
1297	Murphy	Michael		
1298	Myers	Josh		
1299	Myrie	Sean		
1300	Myung	Jungmee		
1301	Nader	Christopher		
1302	Naldo	Mary		
1303	Nappa	Jared		
1304	Naqi	Syed		
1305	Naraynsingh	Shaun		
1306	Nathi	Emmanuel		
1307	Nava	Maura	Enrico	
1308	Navarro	Adolph		
1309	Nealey	Tyiwan		
1310	Nelson	Stephen		
1311	Nethery	Jim		
1312	Neto	AleXandre		
1313	Neto and Ten	Alexandre and Qi An JT		
1314	Netterville	Brian		
1315	Newman	Hubert		
1316	Ng	David		
1317	Ngene	Annette		
1318	Nguyen	Mike		
1319	Nguyen	Sy		
1320	Nguyen	Thuy		
1321	Nguyenduc	Frank		
1322	Niazi	Samay		
1323	Nicholas	Adam		
1324	Nieves	Gilberto		
1325	Nikolov	Oleg		
1326	Noe	Brian		
1327	Noel	Isac		
1328	Nogueira	Pedro		
1329	Nolan	Ryan		
1330	None	Heather		

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1331	Noreau	Veronique		
1332	Norfolk	John		
1333	Noris	Manuel		
1334	Norman	Devin		
1335	Normany	Jess		
1336	Norris	Tyler		
1337	Nowaczyk	Amy		
1338	Noyak	Jack		
1339	Nygard	Eric		
1340	Nyguyen	Tan		
1341	O'Boyle	Amanda		
1342	O'Brien	Warren		
1343	Ocampo	Jesus		
1344	Odom	James		
1345	Ogundare	Tosin		
1346	Oh	Insoon		
1347	Olanowski	Edward		
1348	Olinde	Sherrie		
1349	Oliver	Chrisa		
1350	Olsen	Ole	Andreas	
1351	Olszewski	Chris		
1352	Omar			
1353	Ombu	Kamar		
1354	O'Neil	Brian		
1355	O'Neil	Sean		
1356	O'Neill	James		
1357	O'Neill	Travis		
1358	Onezine	Wallando		
1359	Orejuela	Christian		
1360	Orgel	Ryan		
1361	Ortega	Angelo		
1362	Ortega	Roman		
1363	Ortiz	Michael	O	
1364	Ortiz	William		
1365	Osborne	Christina		
1366	Osei-Quartey	Kingsley		
1367	Oshodin	Chris		

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1368	Outlaw	Tim		
1369	Overstreet	Larry		
1370	Owens	Brandon	Lee	
1371	Owens	Corelle		
1372	Pabalan	Elizabeth		
1373	Pabalan	Ernesto		
1374	Pachecho	Michael		
1375	Padavan	David		
1376	Page	Cedric		
1377	Page	James		
1378	PagNoni	Michelle	D	
1379	Pahal	Gary		
1380	Palmer	Kim		
1381	Panek-Kravitz	Cindy		
1382	Paredes	John		
1383	Parhizkaran	Ali		
1384	Parish	Jeffery	Wayne	
1385	Park	Hee		
1386	Park	Jinyoon		
1387	Park	John		
1388	Park	Junghwa		
1389	Parker	Joseph		
1390	Parker	Tania		
1391	Parks	Samuel		
1392	Parsons	Michael		
1393	Partlow	Herb		
1394	Paschall	Drew		
1395	Paszkievicz	Trevor		
1396	Patafio	Paula Rose	J	
1397	Patel	Amar		
1398	Patel	Ronak		
1399	Patel	Vipin and Jayshree		
1400	Patkus	Marc		
1401	Paul	Jesse		
1402	Payan	Larry		
1403	Pearson	Lazavieion		
1404	Pedersen	Okholm	Lau	

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1405	Pedigo	Sean		
1406	Pedlar	John and Sylvia		
1407	Pedretti	Nicola		
1408	Pelham	Candice		
1409	Pellegrin	Jake		
1410	Pennington	Michael		
1411	Penrose	Michael		
1412	Penson	Travis		
1413	Perales	Jake		
1414	Peralta	Mark		
1415	Pereira	Pedro		
1416	Perez	Andrew		
1417	Perez	Gustavo		
1418	Perez	Joe		
1419	Perez	Joyce		
1420	Perez	Raymond		
1421	Perez	Robert		
1422	Perko	Jeff		
1423	Perry	Mark		
1424	Perry	Maurice		
1425	Persaud	Anthony		
1426	Peters	John		
1427	Peterson	Jamie		
1428	Petit	Henry		
1429	Pfaff	Brian and Kay		
1430	Pfieffer	Scott		
1431	Pflanzer	Kimberly		
1432	Pfletschinger	Philip		
1433	Phanthachack	David		
1434	Phelps	Aaron		
1435	Phelps	Emily		
1436	Phillips	Jennifer		
1437	Phung	Dai		
1438	Piazza	Craig		
1439	Picard	Sibel		
1440	Picciolo	Kelly		
1441	Pickens	James		

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1442	Picolotti	Ryan		
1443	Pilat	Daniel	Alan	
1444	Pimental	Raymond		
1445	Pina	Alvaro		
1446	Pinilla	Oscar		
1447	Pinnington	Jan		
1448	Pitts	Lashika		
1449	Plante	Bianca		
1450	Poggenpohl	Josh		
1451	Pokrifchak	Casey	J	
1452	Polanco	Abel		
1453	Polet	Darrell		
1454	Pollard	Monty		
1455	Pollock	Maurice		
1456	Pomer	Joseph		
1457	Ponsford	Reggie		
1458	Porch	Erika		
1459	Porto	Zaida		
1460	Postman	Anne		
1461	Potter	Alan		
1462	Pottinger	Matt		
1463	Pottorff	Kevin		
1464	Poulter	Bernard		
1465	Powell	Phillipa		
1466	Powers	Richard		
1467	Pozdro	Zac		
1468	Prasad	Anthony		
1469	Prentis	Eric		
1470	Preson	James		
1471	Preston	Daryl		
1472	Prevatt	Clarence		
1473	Price	Ronney		
1474	Prince	Robert		
1475	Princiotta	Drew		
1476	Proule	Richard		
1477	Prudhomme	Troy		
1478	Przybyszewski	Vincent		

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1479	Pua	Kim	Hong	
1480	Pulizzi	Tony		
1481	Pullins	Tameka		
1482	Pun	Chang	Kwok	
1483	Purcell	Joe		
1484	Pyszniak	Slawomir		
1485	Quarles	Angela		
1486	Quin	Renata		
1487	Quinn	Brian		
1488	Quinn	James		
1489	Quinn	Lawrence		
1490	Quinn	Ramona		
1491	QuiNones	Michael		
1492	Quintana	Maria		
1493	Qureshi	Danish		
1494	Rachal	Arnold		
1495	Radleigh and Clark	Robert and Christina		
1496	Ragonesi	Orazio	Mark	
1497	Rahman	Habibur		
1498	Rahman	Mohammed		
1499	Rains	Robin		
1500	Rajek	Nancy		
1501	Rakesh	Kumar		
1502	Rakestraw	Charles		
1503	Ramdeen	Anil		
1504	Ramessar	Pooranram		
1505	Ramirez	Adrian		
1506	Ramirez	Daniel		
1507	Ramirez	Ismael		
1508	Ramirez	Manuel		
1509	Ramon	Jose		
1510	Ramos	Jocelyn		
1511	Ramsey	Pamela		
1512	Randall	Ryan		
1513	Randazzo	Craig		
1514	Randazzo	Roseann		
1515	Randy	Tooke		

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1516	Rasheed	Rebin		
1517	Rass	Khonsa		
1518	Rathbun	John		
1519	Ray	William		
1520	Raymond	Brian		
1521	Raymond	Chris		
1522	Realloud	Young		
1523	Rebel	Timothy		
1524	Recordz	Quiet	Money	
1525	Reed	Jessica		
1526	Reed	Kerrie		
1527	Reed	Patrick		
1528	Reed	Richard		
1529	Regelin	James		
1530	Registers	DeRhonda		
1531	Reid and Fox	Ian and Jeffrey		
1532	Reidinger	Zach		
1533	Reijnders	Christian		
1534	Reyes	James		
1535	Rhea	Kyle		
1536	Ri	Jasmyn	Shae	
1537	Rice	Jason		
1538	Richard	Karl		
1539	Richard	Lipstas		
1540	Richards	Bradley		
1541	Richards	Zachariah		
1542	Richardson	Brian		
1543	Riches	Kim		
1544	Rico	Antonio		
1545	Riley	Doug		
1546	Rites	Kevin		
1547	Rivard	Martin		
1548	Rivera	Daina	Mar	
1549	Rivero	Amaya		
1550	Rixo	Mary		
1551	Rizzolo	Elisa		
1552	Roach	Heath		

Appendix F: Inquiries

1553	Roberge	Lisa		
1554	Roberts	Casey		
1555	Roberts	Malcolm		
1556	Robertson	David		
1557	Robinson	Matthew		
1558	Robison	Michelle		
1559	Rocha	Mario		
1560	Rocha	Mike		
1561	Rochon	Carlton		
1562	Rocky	Patricia		
1563	Roderick	Owain		
1564	Rodrigues	Ashley		
1565	Rodrigues	Pedro		
1566	Rodriguez	Alan		
1567	Rodriguez	Anthony		
1568	Rodriguez	Petey		
1569	Rogers	Evan		
1570	Rojo	Jacob		
1571	Rolling-Sun	Karl		
1572	Rollins	Joshua		
1573	Rollins	Tracy		
1574	Roman	Gilbert		
1575	Romanski	James		
1576	Romero	Cory		
1577	Romero	James		
1578	Rooney	Edward		
1579	Rooney	Nick		
1580	Rosales	Jennifer		
1581	Rosales	Jeremy		
1582	Rose	Romaine		
1583	Rosenberg	Will		
1584	Rosenbluth	Brady		
1585	Rose-Ward	Glenn		
1586	Ross	Albert		
1587	Rosso	Nate		
1588	Rowan	Dave		
1589	Rowe	Damon		

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1590	Rowley	Jamie		
1591	Rozinek	Tim		
1592	Rudder	Randy		
1593	Russell	Robbie		
1594	Ruttan	Joe and Deb		
1595	Ruvolo	Joe		
1596	Ruyle	Michael		
1597	Ryan	Steve		
1598	S.	Afra		
1599	S.	Scott		
1600	Saba and Sehweil	Omar and Rania		
1601	Sachs	Guy		
1602	Saeed	Rehan		
1603	Saegusa	JC		
1604	Safa	William		
1605	Sahoy	Rajendra		
1606	Saini	Chander		
1607	Salazar	Jorge		
1608	Saleh	Hamzeh		
1609	Salem	Nedal		
1610	Salihu	Jeton		
1611	Samer	Kurait		
1612	Samkas	Daniel		
1613	San	Sedat		
1614	Sanchez	Al		
1615	Sanchez	Nicholas		
1616	Sanchez	Sierra	M	
1617	Sancius	Kevin		
1618	Sanders	LaCresha		
1619	Sanders	Troy		
1620	Sanderson	David		
1621	Sandoval	Jose		
1622	Sandoval	Leandra		
1623	Sanford	Stacey		
1624	Sankey	Dennis		
1625	Santacruz	Gerardo		
1626	Santana	Francisco		

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1627	Santiago	Ezequiel		
1628	Santiago	Tony		
1629	Santspree	Dennis		
1630	Sarai	Karunvir		
1631	Sarat	Matthew		
1632	Sarembock	David		
1633	Sargent	Cayle		
1634	Sathi	Rajesh		
1635	Sathi	Ratan	Singh	
1636	Sauers	Jack		
1637	Sawadi	Rahim		
1638	Sawadi	Shamshudin		
1639	Scaccia	Rose		
1640	Schermerhorn	David		
1641	Schertz	Tom		
1642	Scheufele	Kevin		
1643	Schhoepfer	Christopher		
1644	Schless	AleXander		
1645	Schmiderer	Robert		
1646	Schmidt	Craig		
1647	Schott	Matthew		
1648	Schrimpl	KC		
1649	Schroeder	Matt		
1650	Schultz	Ben		
1651	Schultz	Scott		
1652	Schwager	Scott		
1653	Schwarz	Ben		
1654	Scotten	Keith		
1655	Scutts	Joseph		
1656	Sean			
1657	Sears	Amanda		
1658	Sedam	Rebecca		
1659	Seebold	Annie and Derrick		
1660	Seegolun	Andrew		
1661	Seemuth	Robert		
1662	Seenanan	Chan		
1663	Segovia	Eugenio		

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1664	Sehra	Manjinder	Singh	
1665	Seidenfrau	Ira		
1666	Serrano	Elizabeth		
1667	Serrano	Shari		
1668	Setty	Sabitha		
1669	Shackelford	Anthony	J	
1670	Shamsie	Humair		
1671	Shamyar	Harold	Dominick	
1672	ShanNon	Tracy		
1673	Shanta	Gericka		
1674	Sharp	Michael		
1675	Shatley	Kristie		
1676	Shearer	Fred		
1677	Sheldon	Keith		
1678	Shelton	Charles		
1679	Sheridan	Brittany		
1680	Sheridan	Paul		
1681	Shipwash	Matt		
1682	Shirazi	Hamid		
1683	Shorten	Josh		
1684	shuford	edward		
1685	Silva	A	Rojas	
1686	Silva	Ebelin		
1687	Simons	Ben		
1688	Simons	Joseph		
1689	Simons	William		
1690	Simony	Greg		
1691	Simpson	Elliott		
1692	Simpson	Tracey		
1693	Simpson	Wesley		
1694	Singh	Baghwant		
1695	Singh	Gurdeep		
1696	Singh	Manjinder		
1697	Singh	Sucha		
1698	Singletary	Jim		
1699	Singleton	Chase		
1700	Sizemore	Brian		

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1701	Skaar	Erik		
1702	Skellett	Ross		
1703	Sloan	Colleen		
1704	Sloper	Deeanna		
1705	Slutschanski	Juri		
1706	Small	Levar		
1707	Smart	Sharonette	L	
1708	Smeltzer	Aaron		
1709	Smith	Alonzo		
1710	Smith	Alton		
1711	Smith	Cedarius		
1712	Smith	Corey		
1713	Smith	Jamie		
1714	Smith	Jovan		
1715	Smith	Joy		
1716	Smith	Mary		
1717	Smith	Neil		
1718	Smith	Robert		
1719	Smith	Ronald		
1720	Smith	Scott		
1721	Smith	Shaun		
1722	Smith	Timothy		
1723	Smith	Wendy		
1724	Smith	Zack		
1725	Snowden	George		
1726	Soanes	Keithley	M	
1727	Solem	Charlie		
1728	Solis	Mary		
1729	Solliday	Elizabeth		
1730	Sopkowiak	Dominic		
1731	Sorbello	Jeremy		
1732	Sorber	John	J	Sr.
1733	Soto	Audra and Daniel		
1734	Soto	Eduardo		
1735	Sowerby	Brett		
1736	SpaNo	Edgardo		
1737	Spatafora	Kimberly		

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1738	Spelock	James		
1739	Spencer	Marcus and Marcia		
1740	Speziale	Sal		
1741	Sprafka	Shawn		
1742	Stadler	Justin		
1743	Staker	Melissa		
1744	Stalets	Ted		
1745	Stallings	Jamil		
1746	Stancius	Kevin		
1747	Stanisclaus	Theodel		
1748	Starcher	Ronzil		
1749	Starling	Jaris	Thomas	
1750	Stead	Colin		
1751	Stead	Dawn		
1752	Steedle	Marie		
1753	Stefanowincz	Gary		
1754	Steil	Nicholas	DeWolf	
1755	Stene	Shane		
1756	Stenglein	Amy		
1757	Stephen	Ross		
1758	Stephens	Christopher		
1759	Stephenson	Roger		
1760	Steve	Kwiatkowski		II
1761	Stevens	David		
1762	Sthilairec	Jason		
1763	Stidd	Kristopher		
1764	Stiles	AleX		
1765	Stirling	Lewis		
1766	Stokes	Jacqueline		
1767	Stokes	James		III
1768	Stone	Geoffrey		
1769	Stone	Nancy	Jean	
1770	Stonerock	Evan		
1771	Storck	Joakim		
1772	Stork	Lonnie		
1773	Strong	Justin		
1774	Strowbridge	Sabrina		

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1775	Struna	Jonathan		
1776	Stuart	David		
1777	Stuart	Stephan		
1778	Stubbs	Steven		
1779	Stueland	Joel		
1780	Stweart	John		
1781	Suderman	Adam		
1782	Sullivan	Matthew		
1783	Summerfield	Dwight		
1784	Sumrow	Kathy		
1785	Sun	Kuo-Ning		
1786	Sun	Yeung	Pak	
1787	Sussmsan	Brian		
1788	Sutton	Sean		
1789	Swain	Brian		
1790	Swainbank	Eric		
1791	Swartzweider	Sara		
1792	Symborski	Jeremy		
1793	Sziegel	Andre		
1794	Szumny	Krzysztof		
1795	Szymowicz	Brett		
1796	T	Brian		
1797	T	JR		
1798	Tahir	Owais		
1799	Takaki	Gary		
1800	Takeyasu	Keith		
1801	Tam	Roger		
1802	Tanzillo	Patrick		
1803	Taormina	Mike		
1804	Tapia	Mary	Jean	
1805	Tarbert	Nick		
1806	Tausz	Jerry		
1807	Taylor	Brian		
1808	Taylor	Fredrika		
1809	Taylor	Jana		
1810	Taylor	Laveda		
1811	Taylor	Tiffany		

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1812	Tejada	Noel		
1813	Thao	Vang	Y	
1814	Thelen	Matthew		
1815	Theodile	Danielle		
1816	Thibodeaux	Jason		
1817	Thomas	Dave and Tina		
1818	Thomas	Jabbar		
1819	Thomas	Jason		
1820	Thomas	Melissa and Richard		
1821	Thomasian	Kirk		
1822	Thompson	Daniel		
1823	Thompson	Fred		
1824	Thompson	James		
1825	Thompson	Justin		
1826	Thompson	Traftin		
1827	Thornhill	Cody		
1828	Tibbs	Matthew		
1829	Ticsay	Napoleon		
1830	Tidwell	Donald		
1831	Tierney	Stephen		
1832	Toerge	Amie		
1833	Toney	Matthew		
1834	Tong	Zhong		
1835	Tonxique			
1836	Torrez	Rosalyn		
1837	Tostado	Patrick		
1838	Towne	Kat		
1839	Trader	Shortbus		
1840	Tran	James		
1841	Tran	Long		
1842	Tran	Rick		
1843	Tran	Vu		
1844	Trawick	Stephanie		
1845	Traymor	John		
1846	Tredway	Sean		
1847	Tremlin	Max		
1848	Trujillo	Kevin	Fernando	

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1849	Tsang	Ricki		
1850	Tschritter	Lance		
1851	Tse	Sy		
1852	Tucios	Nelda		
1853	Tucker	Dee		
1854	Turner	Branden		
1855	Turner	Dwayne		
1856	Turner	Jasmine		
1857	Turner	Matt		
1858	Turner	Richard		
1859	Turner	Robert		
1860	Tuttle	Brian		
1861	Tweedell	Jeff		
1862	Tymbleson	Jarred		
1863	Uk	Sunnarin		
1864	Ukrainetz	Kevin		
1865	Ulrich	Ted		
1866	Uludag	Murat		
1867	Underwood	Felicia		
1868	Urbanek	Roland		
1869	Valdez	Joseph		
1870	Valdez	Omar		
1871	Valencia	Jessica		
1872	Valencia	Margo		
1873	Valentin	Diandra		
1874	Valentino	Charles		
1875	Valle	Juan		
1876	Van Hefty	Zachary		
1877	Vance	Miles		
1878	VanDam	Debbie		
1879	VandeSteege	James		
1880	Vang	Thao		
1881	Vansa	Lisa		
1882	Vara	Chris		
1883	Vargas	Marco		
1884	Vasquez	Osiris		
1885	Vassallo	Joseph		

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1886	Vazquez	Giovani		
1887	Vazquez	Luis		
1888	Vega	Gus		
1889	Vega	Heather		
1890	Velasquez	Adam		
1891	Velazquez	Rosa		
1892	Velten	Marcus		
1893	Ventenilla	Enrique		
1894	Venturoso	Nico		
1895	Verbraeken	Vincent		
1896	Verdin	Elias		
1897	Verendia	Martin		
1898	Vergados	Jason		
1899	Versteeg	Tim		
1900	Vertrano	Jennifer		
1901	Vicari	Leonardo		
1902	Vidlund	Ritchie		
1903	Villa	David		
1904	Villar	Jose		
1905	Villatoro	Oscar		
1906	Villman	Andre		
1907	Villon	Daniel		
1908	Vincent	Arthur		
1909	Viola	Paul		
1910	Viotti	Marc		
1911	Virgen	Ivan		
1912	Vishnevsky	Igor		
1913	Vivesson	Marcus		
1914	Vizzini	Silvana		
1915	Vollert	Nicholas		
1916	Volponi	Adam		
1917	Walden	Matt		
1918	Walker	Aaron		
1919	Walkowicz	Scott		
1920	Wallace	Chris		
1921	Wallace	Daniel		
1922	Wallace	Karl		

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1923	Wallace	Louis		
1924	Wallers	Jonathan		
1925	Wallingford	Aaron		
1926	Walton	Montoya		
1927	Wantuch	Joseph		
1928	Ward	Dean		
1929	Ward	Michael		
1930	Ward	Rex		
1931	Warner	Terrance		
1932	Warren	Florence		
1933	Warrior	Sound Beats		
1934	Washington	Sandra	K	
1935	Washington	Timothy		
1936	Waslen	Mark		
1937	Wasserman	Jake		
1938	Waters	John		
1939	Watts	Kevin		
1940	Weaver	Jimmy	D	
1941	Webber	Kevin		
1942	Weber	Sven		
1943	Webster	Josh		
1944	Wedaso	Hinsermu		
1945	Weihers	Edwin		
1946	Weise	Brian		
1947	Weisenbacher	Jim		
1948	Welch	David		
1949	Welsh	Ezra		
1950	West	David		
1951	West	Erik		
1952	West	Gary		
1953	West	Natalie		
1954	Westera	Bert		
1955	Westervelt	Samantha		
1956	Weyde	Christian		
1957	Weymouth	Jacki		
1958	Whalen	Christopher		
1959	White	Frederick		

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1960	White	Johnnie		
1961	White	Kimberly		
1962	White	Marie		
1963	White	Robert		
1964	White	Rod		
1965	Whiteside	Dara		
1966	Whitfield	Heath		
1967	Whitmore	Tim		
1968	Whittington	Rick		
1969	Whittington	William		
1970	Wickham	Kenneth		
1971	Wiedemann	Georg		
1972	Wien	Christian		
1973	Wilde	Darren		
1974	Wilford	Kim		
1975	Wilkinson	Paul		
1976	William	Bill		
1977	Williams	Brian		
1978	Williams	Bryson		
1979	Williams	Cachet		
1980	Williams	Cynthia		
1981	Williams	Eddie		III
1982	Williams	Eric		
1983	Williams	Frank		Jr.
1984	Williams	Hal		
1985	Williams	Isom		
1986	Williams	Marcus	Lee	
1987	Williams	Marie		
1988	Williams	Mitchell		
1989	Williams	Richard		
1990	Williams	Rusty		
1991	Williams	Trevor		
1992	Williams	Vantwuan		
1993	Williams	Nicole		
1994	Williamson	Carmen		
1995	Wilson	Dave		
1996	Wilson	Gary		

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1997	Wilson	Jesse		
1998	Wilson	Jordan		
1999	Wilson	Kevin		
2000	Wilson	La Keise		
2001	Wilson	Ralph		
2002	Wimbs	Teresa		
2003	Wing	Hank		
2004	Winter	Joseph		
2005	Winters	Jay		Jr.
2006	Winters	Ryan		
2007	Wisby	Tracy		
2008	Witte	Matthew		
2009	Wittman	Christian		
2010	Wolfe	Hudson		
2011	Wolff	James		
2012	Wong	Tony		
2013	Woods	Zachary		
2014	Workman	Nate		
2015	Wrede	Steven		
2016	Wright	Kevin		
2017	Wright	Kristy		
2018	Wright	Tina		
2019	Wuditiz	Iz		
2020	Wyatt	Arvel		
2021	Wyatt	Reed		
2022	Wyman	Jyme		
2023	Wymer	Mitchell		
2024	Wysocki	Konrad		
2025	Wysocki	Valerie		
2026	Xinrui	Dong		
2027	Yang	John		
2028	Yaun	Yin		
2029	Yeung	Chit	Lau	
2030	Yi	Tse	Sham	
2031	Ymeraga	Desiart		
2032	Yoo	Sungil		
2033	York	Jaydon		

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2034	Young	Bill		
2035	Young	Michael		
2036	Yousef	Gamal		
2037	Yu	Eric		
2038	Yun	Yeri		
2039	Yung	Kit	Chau	
2040	Yur	Robert		
2041	Z	Joseph		
2042	Z	Q		
2043	Zabin	Hamzah		
2044	Zadran	Mustafa		
2045	Zagmester	John		
2046	Zalewski	Andrew		
2047	Zapata	Godofredo		
2048	Zarathul	Thamanna		
2049	Zarifi	RoXanna		
2050	Zauher	Jennifer		
2051	Zhai	Anna		
2052	Zheng	Zhen		
2053	Zirek	Serdar		
2054	Zubot	Dennis		
2055	4aclubeandrepair@gmail.com			
2056		Aabagati@gmail.com		
2057		Amc801amc@gmail.com		
2058		Astenhouse@gmail.com		
2059		Belgium81@outlook.be		
2060		Bena99@comcast.net		
2061		Caie		
2062		Candice6211@gmail.com		
2063		Chad		
2064		Dasgutef@gmX.de		
2065		Dave		
2066		Dillon		
2067		Dwrhr@aol.com		
2068		EN		
2069		Esther		
2070		Geovanny1014@gmail.com		

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2072	Ihess@web.de	
2073	Itisjustthebeginning@gmail.com	
2074	J A	
2075	Jack	
2076	Jbowswer516	
2077	Jc12341@icloud.com	
2078	Jernigans51@gmail.com	
2079	Jessi	
2080	Jhonasthecat@gmail.com	
2081	Jor77el@yahoo.com	
2082	Jtdeas@yahoo.com	
2083	Karina	
2084	Lastimosaleo12@yahoo.com	
2085	Lil' Green Candle	
2086	Liquid0X@yahoo.com	
2087	Marques	
2088	Mehow26@gmail.com	
2089	mertybirdy@gmail.com	
2090	Mike	
2091	Mrintel01@yahoo.com	
2092	Papajoes1234@gmail.com	
2093	Prime_welsh87@hotmail.com	
2094	Returnofclarkdog@aol.com	
2095	Rhonda	
2096	Ronegleis@yahoo.com	
2097	Ruben	
2098	Russm74@gmail.com	
2099	Sgalaviz2007@gmail.com	
2100	Shamrock444	
2101	Ssheeba5@yahoo.com	
2102	TBerle46@gmail.com	
2103	Thelonelyredwolf@gmail.com	
2104	Tim17othy@aol.com	
2105	Tlw76@live.com	
2106	Travis8@vt.edu	
2107	We@Nohocitykitchen.com	

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