IN THE COURT OF COMMON PLEAS
ALLEGHENY COUNTY, PENNSYLVANIA

ALEX BURKEY, Plaintiff, v. **AMC ENTERTAINMENT HOLDINGS, INC.,** Defendant.	Civil Action No. _____

CLASS ACTION COMPLAINT

Plaintiff Alex Burkey, by and through his undersigned counsel, brings this Class Action Complaint against AMC Entertainment Holdings, Inc. ("AMC") and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to him, which are based on his personal knowledge:

1. "AMC is the largest movie exhibition company in the United States and the largest throughout the world with approximately 860 theatres and 9,600 screen across the globe."[1]

2. Upon information and belief, AMC operates approximately 26 theaters in Pennsylvania, approximately 10 of which are located in Allegheny County, Pennsylvania.

3. AMC routinely displays online the price of admission to view a movie in one of its theaters. The price is shown as fixed. However, late in the online purchasing process, it adds a surprise, so-called "Convenience Fee," which is mandatory unless the purchaser instead agrees to pay $17.99 annually to upgrade his or her order by joining "AMC Stubs Premiere!"

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[1] "Keep Up To Date and Stay Informed," *AMC Theatres*, https://investor.amctheatres.com/ (last visited Aug. 26, 2026).

4. To allow AMC to retain the benefit(s) conferred on it by payment of this surreptitious fee would be, *inter alia*, unjust, unfair, and inequitable.

THE PARTIES

5. Plaintiff Mr. Burkey is, and at all relevant times has been, a resident of North Versailles, Pennsylvania and a citizen of the Commonwealth of Pennsylvania.

6. Defendant AMC is a Delaware corporation with its headquarters and/or its principal place of business located in Leawood, Kansas. Accordingly, it is a citizen of Delaware and Kansas. Defendant AMC is registered to do business in Pennsylvania and owns and operates the various AMC movie theaters located in the Commonwealth, including ones located in Allegheny County. Upon information and belief, Defendant does business as "AMC Theatres" or just as "AMC."

JURISDICTION AND VENUE

7. This Court has personal jurisdiction over Defendant because Defendant is registered to do business in Pennsylvania, and thus "carries on a continuous and systemic part of its genuine business within this Commonwealth." 42 Pa. C.S. § 5301(a)(2)(iii). Plaintiff's and the Class members' claims arise directly from business transactions that Defendant has conducted within the Commonwealth.

8. This Court has subject matter jurisdiction over this dispute pursuant to 42 Pa. C.S.A. § 931, and/or as otherwise permitted by law.

9. Venue is proper in this Court pursuant to Pennsylvania Rule of Civil Procedure ("Rule") 2179(a), and/or as otherwise permitted by law, because, *inter alia*, Defendant regularly conducts business in this county; the cause of action arose in this county; and/or a transaction or occurrence out of which the cause of action arose took place in this county.

BACKGROUND

"Junk Fees" and "Drip Pricing" Generally

10. Although "[m]ost Americans are unfamiliar with terms like 'ancillary revenue,' 'shrouded attributes,' or 'partitioned pricing[,]' … we're all well acquainted with the feeling that we've been scammed, tricked, or flat-out deceived when shopping for products and services. That's why the phrase 'junk fees,' coined by Consumer Financial Protection Bureau (CFPB) director Rohit Chopra, makes intuitive sense, even if you're just hearing it for the first time. The fact that 'fees' almost always refer to non-optional costs was an important factor in settling on that descriptor, Chopra [explained]."[2]

11. Colloquially, "[a] junk fee is an unexpected and sometimes hidden fee a company charges consumers for a service that often costs it little to provide."[3]

12. "Drip pricing" is "[a] pricing technique in which firms advertise only part of a product's price and reveal other charges later as consumers go through the buying process."[4]

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[2] Hassan Ali Kanu, "Loaded Up With Junk," *The American Prospect* (June 6, 2024), *available at* https://prospect.org/2024/06/06/2024-06-06-loaded-up-with-junk/ (last visited Aug. 26, 2026).

[3] Beth Braverman & Erica Sandberg, "What Is a Junk Fee and How Does it Affect You?," *U.S. News & World Report* (May 27, 2025), *available at* https://money.usnews.com/money/personal-finance/spending/articles/what-are-junk-fees-and-how-do-they-affect-you (last visited Aug. 26, 2026). To be clear, a junk fee need ***not*** be hidden to be actionable. *Cf.* 2023-72 Bank Digest Online, 2023 WL 9643509 ("CFPB Senior Advisor Brian Shearer testified on the Bureau's efforts to combat 'junk fees' in a hearing before a committee of the Pennsylvania House of Representatives. Shearer defined junk fees as '***unnecessary, unavoidable, or surprise charge*** that inflates prices while adding little to no value,' in his testimony.") (emphasis added).

[4] Mary Sullivan, "Overview of Drip Pricing" (May 21, 2012), *available at* https://www.ftc.gov/sites/default/files/documents/public_events/economics-drip-pricing/msullivan.pdf (last visited Aug. 26, 2026). *See also*, *e.g.*, Vicki Morowitz, "Vicki Morowitz Remarks for the White House Convening on the Economic Case for Junk Fee Policies" (Mar. 21, 2023), *available at* https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/Vicki-Morwitz-remarks.pdf (last visited Aug. 26, 2026), at 1-2 ("I will discuss two pricing practices that I have studied in depth …. Let me start with partitioned pricing. My co-authors and I coined the phrase and defined partitioned pricing as a strategy where firms deliberately decide to divide a product's price into two or more mandatory parts, a base price for the main product and one or more mandatory surcharges, rather

13. As the FTC stated, when announcing "a final Junk Fee Rule to prohibit bait-and-switch pricing and other tactics used to hide total prices and bury junk fees in the live-event ticketing and short-term lodging industries[,] ***[t]hese unfair and deceptive pricing practices harm consumers and undercut honest businesses***."[5]

AMC Engages in Drip Pricing and Charges Junk Fees

14. AMC sells tickets online to movies in its theaters. At a minimum, consumers can visit www.amctheatres.com to select a move theater and then a movie.

15. For example, online, a consumer could choose the AMC Waterfront 22 theater in West Homestead, Allegheny County, Pennsylvania.

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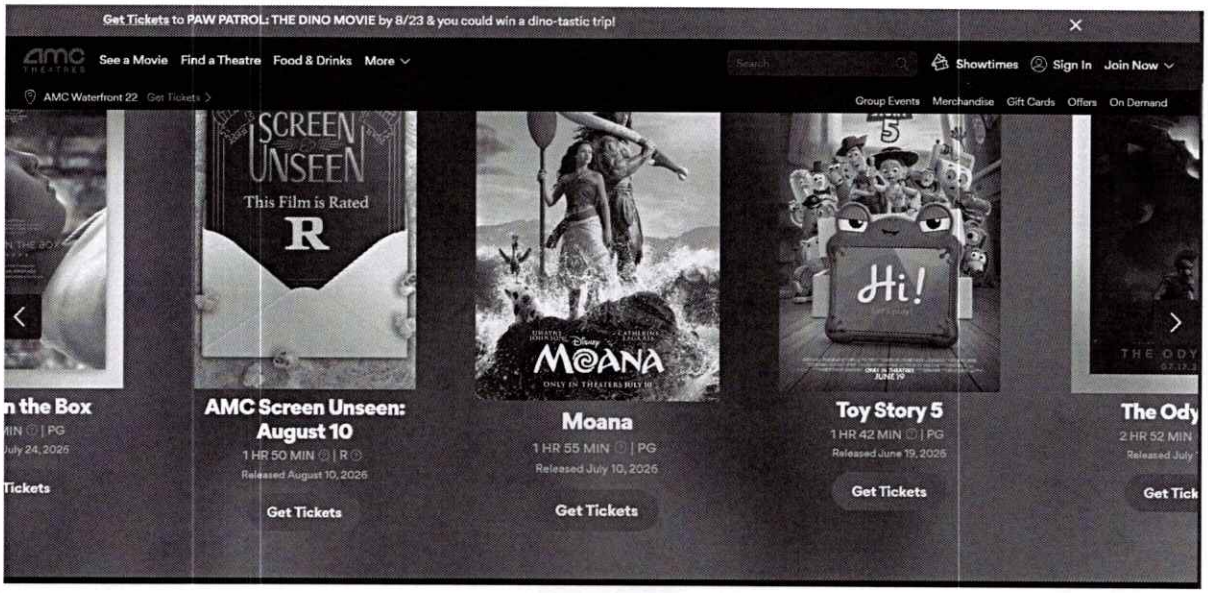
than charging a single, all-inclusive price. … A related pricing strategy is drip pricing. The [U.S. Federal Trade Commission (the 'FTC')] defines drip pricing as a pricing technique in which firms advertise only part of a product's price up front and reveal other charges later as shoppers go through the buying process. The additional dripped charges are sometimes mandatory fees, like resort fees, but sometimes are fees for optional add-ons, such as paying for parking at a hotel.").

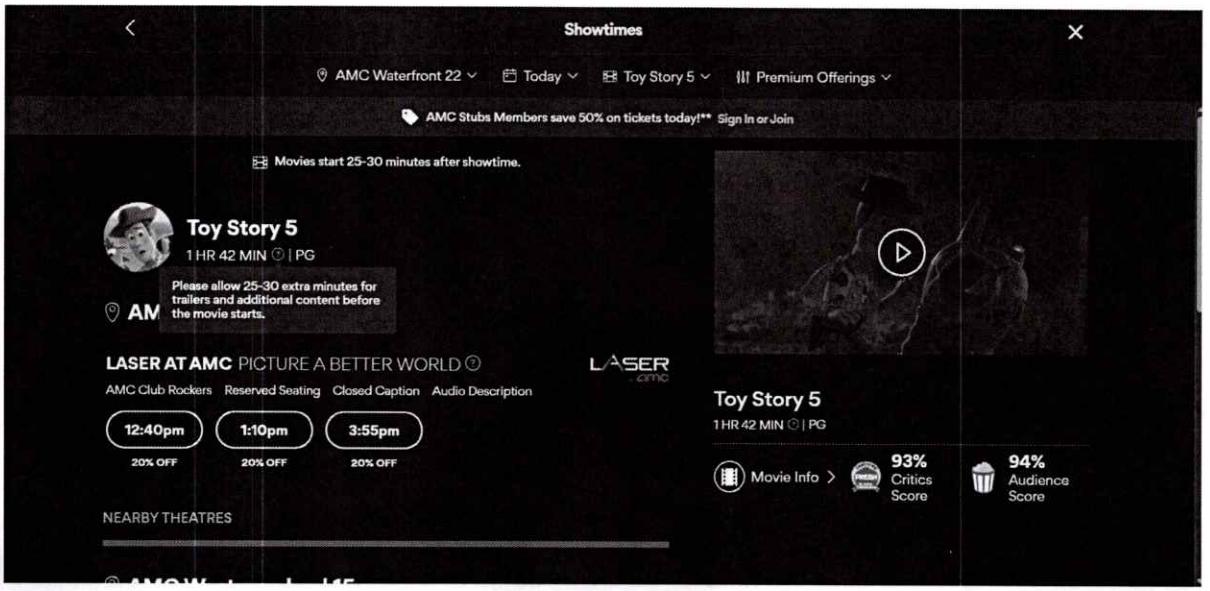
[5] "Federal Trade Commission Announces Bipartisan Rule Banning Junk Ticket and Hotel Fees," *Federal Trade Commission* (Dec. 17, 2024), *available at* https://www.ftc.gov/news-events/news/press-releases/2024/12/federal-trade-commission-announces-bipartisan-rule-banning-junk-ticket-hotel-fees (last visited Aug. 26, 2026) (emphasis added). *See also*, *e.g.*, *id.* ("'People deserve to know up-front what they're being asked to pay – without worrying that they'll later be saddled with mysterious fees that they haven't budgeted for and can't avoid,' said FTC Chair Lina M. Khan."); David Laibson, "Comments to be presented at a White House Conference on March 21, 2023," *available at* https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/David-Laibson-remarks.pdf (last visited Aug. 26, 2026), at 2 ("There are many ways that firms deploy pricing schemes that are misleading or needlessly shrouded. … Firms use ***drip pricing***: market a low-priced printer that only works with a patented ink cartridge priced with a huge mark-up. Firms use hidden fees: sell a hotel room at a low price, then ***add*** resort ***fees*** that are ***unavoidable***. … These are examples of pricing schemes that are innovatively ***tricking consumers*** instead of innovatively serving them. These tricks-and-traps pricing schemes are anti[-]competitive because they ***shroud the true cost of goods and services*** and undermine the competitive forces that would normally raise societal well-being. Moreover, these tricks-and-traps have another socially corrosive feature.") (emphasis added); Federal Trade Comm'n, Trade Regulation Rule on Unfair or Deceptive Fees, 16 CFR Part 464, 88 FR 77420-01, 77432, 2023 WL 7386022 (Nov. 9, 2023) ("***Pricing structures that do not initially disclose the total cost of a good or service are deceptive even if the total cost is disclosed at some point during the transaction***. It has long been the FTC's position that ***misleading door openers are deceptive***.") (emphasis added); Dee Pridgen, Consumer Protection and the Law § 3.14 (Dec. 2025 Update) (calling drip pricing "[a] ***more modern form of bait and switch***") (emphasis added).

16. Once the theater is selected, the consumer then could choose the movie for which he or she wants to purchase tickets.

17. For example, if the consumer wanted to purchase a ticket to "Toy Story 5," he or she could click "Get Tickets" beneath the film:

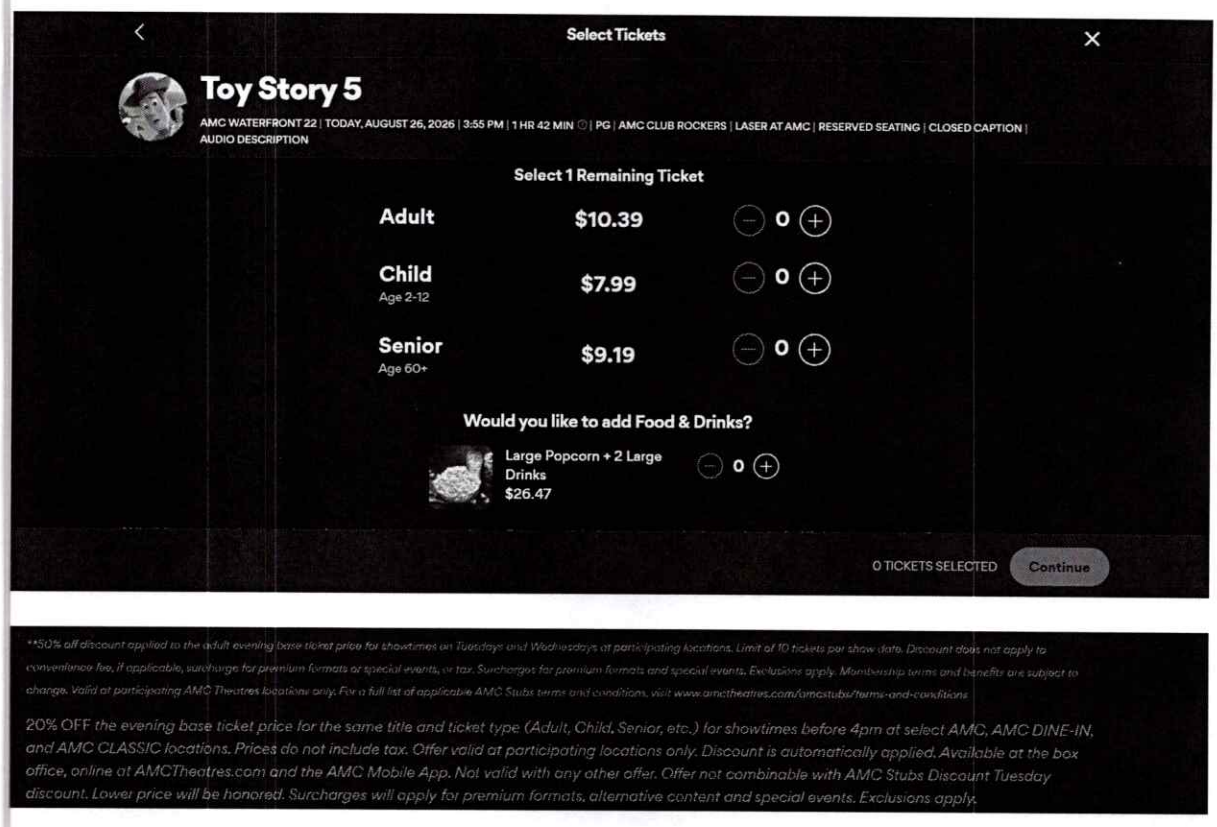


18. At that point, the consumer would be shown the following screen, which would allow the consumer to choose the showtime for which he or she wants tickets:



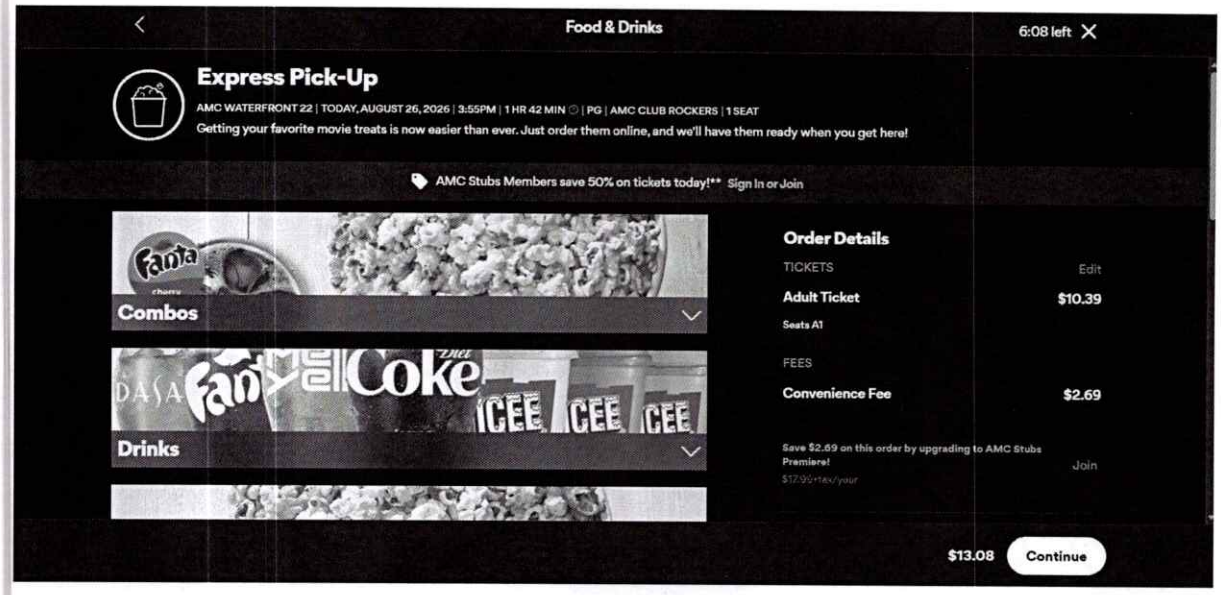
19. The next screen displayed would allow the consumer to choose his or her seat(s) for the movie.

20. After selecting a seat(s) and pressing "Continue," a new screen would appear, displaying the price of the ticket(s):



21. The consumer – who lacks full information about, *inter alia*, price – would then be able to select the numbers of tickets to purchase (at the displayed price).

22. After doing so and then again pressing "Continue," the consumer would advance to the next screen, which ***for the first time*** adds a "Convenience Fee" to the price of the movie ticket. For example:



In certain instances, the Convenience Fee charged may be higher than $2.69.

23. Upon reaching this screen, a countdown clock would also appear, encouraging the online purchaser to act quickly to secure his or her ticket(s). If the transaction is not completed within the allotted time, and additional time is not requested, the tickets are "release[d]" and the consumer must restart the process.

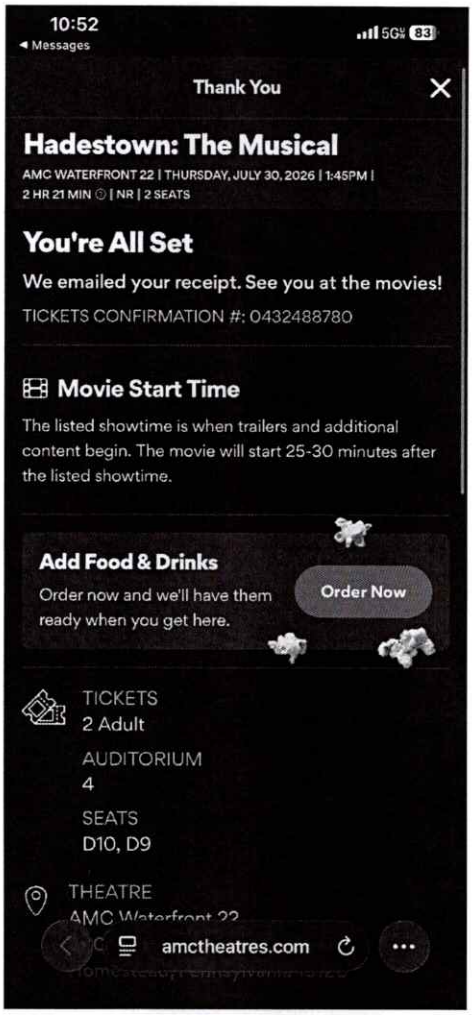
24. This screen also would offer the consumer the opportunity to "[s]ave [the exact amount of the so-called 'Convenience Fee'] on this order by upgrading to AMC Stubs Premiere!" at the cost of "$17.99+tax/year."

25. AMC never explains the purpose of the surprise fee added late in the purchasing process. Whatever its purpose, though, the surprise fee is ***mandatory***, unless the purchaser agrees to pay $17.99 annually. In other words, to complete the transaction, and to purchase the movie ticket(s), the consumer – who has been misled and lacks full information – must pay the entire, total price, which has increased during the purchasing process to ultimately include the additional fee.

26. AMC, which misrepresents the price of its movie tickets, is aware that it is taking advantage of its customers and that its pricing scheme is, *inter alia*, unjust, unfair, and inequitable. In other jurisdictions where it is explicitly required by statute to do so, *e.g.*, New York, AMC actually advertises online its all-in price from the start and discloses its fees upfront. ***But***, it does ***not*** do so ***in Pennsylvania***.

Plaintiff's Experience

27. On July 29, 2026, through AMC's website, Mr. Burkey purchased two tickets to the 1:45 pm showing on July 30, 2026 of "Hadestown: The Musical" at AMC Waterfront 22 in West Homestead:

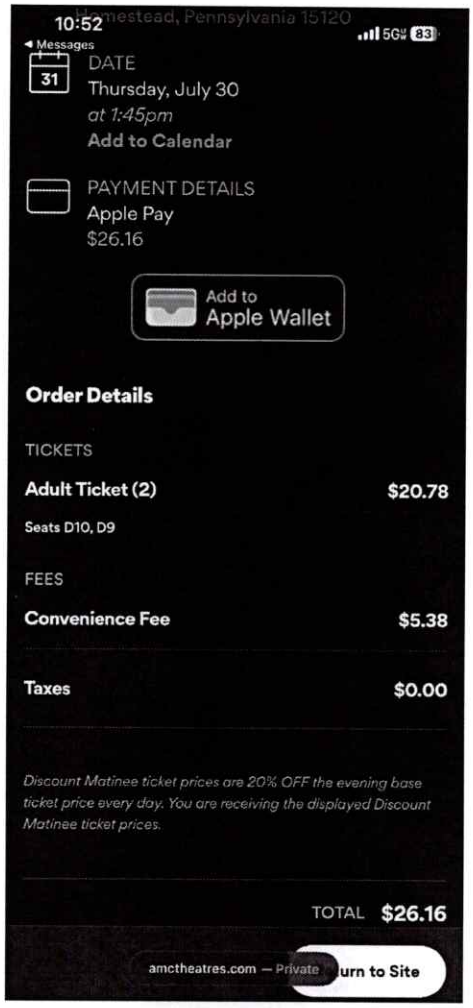


28. Mr. Burkey, who did not join – and has not joined – "AMC Stubs Premiere!," was charged and paid $10.39 per ticket for this movie. He was also charged and paid an additional $2.69 "Convenience Fee" per ticket. *See*, *e.g.*, *infra* at ¶ 31.

29. Mr. Burkey, who had been misled and lacked full information at all relevant times, did not know from the start of the transaction at least that he would also be responsible for paying fees on top of the displayed price per ticket, because Defendant did not disclose any such fee until late in the purchasing process.

30. Even when Defendant first finally mentions online a possible fee, it does so below the large-print, displayed price; in small, barely legible text; with a countdown clock running; and by using the words "convenience fee, if applicable." It still does ***not*** (i) confirm that any fee ***will be*** charged, (ii) state that any fee would be in addition to (and not part of) the already advertised price, and/or (iii) disclose the amount of any such fee. All Defendant states is that a certain "[d]iscount does not apply to convenience fee, if applicable …." *See supra* at ¶ 20

31. In the end, Mr. Burkey was charged and paid $13.08 per ticket, which included the surprise fee(s) applicable to each ticket. In total, Mr. Burkey was charged $26.16 for the two tickets, which was more than the initially displayed price for two tickets to this movie:



32. Because of Defendant's surreptitious and disingenuous tactics, it received ill-gotten profits from Mr. Burkey and from the members of the Class

CLASS ALLEGATIONS

33. Plaintiff brings this class action on behalf of himself and all other individuals who are similarly situated.

34. Plaintiff seeks to represent a class of persons to be defined as follows:

> All Pennsylvania citizens who, within the relevant statute of limitations, purchased online a ticket(s) to an AMC theater in Pennsylvania and were charged a "Convenience Fee" by Defendant in addition to the advertised admission price (the "Class").

35. Specifically excluded from the Class are (a) Defendant; (b) any of its parents, subsidiaries, affiliates, predecessors, successors, or any other entities it legally controls; (c) each of their officers, directors, members, agents, trustees, employees, principals, servants, partners, or representatives, as well as each of their parents, spouses, children, trusts, heirs, successors, and assigns; and (d) the judicial officer to whom this case is assigned and his or her parents, spouses, children, trusts, heirs, successors, and assigns.

36. Subject to additional information obtained through further investigation and discovery, Plaintiff reserves the right to amend, narrow, or expand the class definition(s).

37. **Numerosity – Rule 1702(1)**: The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiff at this time, it is likely to number in the thousands (if not more) given the number of theaters Defendant owns and operates in Pennsylvania. *See*, *e.g.*, *supra* at ¶ 2. The names and addresses of affected individuals are known to Defendant and can be identified through Defendant's records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

38. **Commonality – Rule 1702(2)**: There are questions of law and fact common to the members of the Class, including, without limitation, whether Defendant's imposition and retention of the so-called "Convenience Fee" is unfair and/or inequitable. In addition, common questions include ones concerning the amount of damages and/or other relief to be awarded to Plaintiff and the Class members.

39. **Typicality – Rule 1702(3)**: Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other Class members each were charged the unexpected "Convenience Fee" at the end of their online purchases.

40. **Adequacy of Representation – Rule 1702(4) & Rule 1709**: Plaintiff, who intends to prosecute this action vigorously, will fairly and adequately represent the Class because, *inter alia*, (i) he has retained competent counsel who are experienced in complex class-action litigation and will adequately represent the interests of the Class; (ii) his interests do not conflict with the interests in the maintenance of the class action and/or with the other Class members whom he seeks to represent; and (iii) he has or can acquire adequate financial resources to insure that the interests of the Class will not be harmed.

41. **Fair & Efficient – Rule 1702(5) & Rule 1708**: A class action provides a fair and efficient method for adjudication of this controversy:

(a) **Predominance – Rule 1708(a)(1)**: Common questions of law and fact predominate over any questions affecting only individual Class members. Similar or identical business practices, violations, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. For example, Defendant's liability is common to Plaintiff and each member of the Class.

(b) **Manageability – Rule 1708(a)(2)**: The precise size of the Class is unknown without the disclosure of Defendant's records. That said, the claims of Plaintiff and the Class members are substantially identical, as explained above. Certifying the case as a class action will centralize these

substantially identical claims in a single proceeding; adjudicating these substantially identical claims at one time is the most manageable litigation method available to Plaintiff and the Class.

(c) **Risk of Inconsistent, Varying, or Prejudicial Adjudications – Rule 1708(a)(3)**: If the claims of Plaintiff and the members of the Class were tried separately, Defendant may be confronted with inconsistent or varying adjudications that would create a risk of incompatible standards of conduct and divergent court decisions. Furthermore, if the claims of Plaintiff and the members of the Class were tried individually, adjudications with respect to individual Class members and their claims could, as a practical matter at least, be dispositive on the interests of other members of the Class not party to those individual adjudications and substantially, if not fully, impair or impede their ability to protect their interests.

(d) **Litigation Already Commenced – Rule 1708(a)(4)**: To Plaintiff's knowledge, there is no other pending case(s) where one or more of Defendant's customers is seeking to represent a class of individuals impacted by the conduct and/or same the fee or issues addressed herein.

(e) **Appropriate Forum – Rule 1708(a)(5)**: This forum is appropriate for the litigation by Plaintiff and the Class members. AMC operates multiple theaters in Allegheny County, as well as across Pennsylvania.

(f) **The Class Members' Claims Support Certification – Rule 1708(a)(6)-(7)**: Given the relatively small amount recoverable by each Class member,

especially in relationship to the expense of administering individual litigation, a class action is justified here.

COUNT I
UNJUST ENRICHMENT
(On behalf of Plaintiff and the Class)

42. Paragraphs 1-41 above are incorporated by reference as though fully set forth herein.

43. Defendant was, and continues to be, unjustly enriched at the expense of Plaintiff and the Class members.

44. Plaintiff and the Class members – who all lacked full knowledge of relevant facts – each conferred a benefit on Defendant by paying the surprise, hidden "Convenience Fee."

45. Defendant accepted, received, and appreciated the benefit(s) conferred upon it by Plaintiff and the Class members.

46. Defendant has retained the full amount of the fees it improperly charged and collected from consumers.

47. It would be unjust and inequitable for Defendant to retain that benefit(s) and those fees, which it wrongfully secured. Consumers should not have to pay the hidden, anti-competitive fee, which AMC intended to trick them into thinking movie prices are lower than they actually are and/or to manipulate them into joining "AMC Stubs Premiere!" or another similar service.

48. As Vicki Morowitz, the Bruce Greenwald Professor of Business and Professor of Marketing at Columbia University's Graduate School of Business, explains, "when firms separate out mandatory surcharges versus assessing one all-inclusive price," as AMC does, "consumers tend to underestimate the total price they will have to pay, and are often more likely to complete

the purchase. This happens even when the surcharges are fully disclosed."[6] Prof. Morowitz also explains: "What research has shown is that when surcharges are dripped," as AMC does, "consumers end up being more likely to buy a product that appears cheaper up front based only on the base price, but that is more expensive in total given the dripped mandatory fees and fees for the selected optional add-ons. Notably, these effects happen even when consumers are provided with a total price before they complete their transactions. That is, it is not enough to show the total price before the consumer puts in their credit card information, because at that point they have already mentally committed to the purchase."[7] Furthermore, she explains, "[t]he real reason why consumers are misled is because profit maximizing firms," such as AMC, "have figured out ways to display prices, like using partitioned and drip pricing, that are particularly difficult for consumers to process. … These pricing strategies, lead consumers to make decisions that differ from what they intended and that are against their own interest."[8]

49. Relevant losses, damages, injuries, and/or harms are continuing, on-going, and/or increasing.

COUNT II
MONEY HAD AND RECEIVED
(On behalf of Plaintiff and the Class)

50. Paragraphs 1-49 above are incorporated by reference as though fully set forth herein.

51. Defendant compelled Plaintiff and the Class members – who all lacked full knowledge of relevant facts – to pay the "Convenience Fee" (unless they instead agreed to join the

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6 Moskowitz, *supra*.

7 *Id.*

8 *Id. See also supra* at nn.4-5.

more-costly "AMC Stubs Premiere!" program or some similar program). Plaintiff and the Class members each conferred a benefit on Defendant by paying the surprise, hidden, mandatory "Convenience Fee."

52. Plaintiff and the Class members each paid that fee; they did not join the premiere (or any other similar) program, which was an unreasonable option presented by Defendant.

53. Defendant accepted, received, and appreciated the benefit(s) conferred upon it by Plaintiff and the Class members.

54. In return for payment of the fee, Plaintiff and the Class members did not receive sufficient, if any, consideration.

55. Defendant has retained the full amount of the fees it improperly charged to and collected from consumers. Defendant has not refunded, returned, or paid that money to Plaintiff or the Class members.

56. The on-going retention of those amounts by Defendant (especially without payment or sufficient consideration) is wrongful, unjust, unfair, and/or inequitable. *See*, *e.g.*, *supra* at ¶ 48.

57. Defendant is obliged by equity, justice, law, and/or principles of fairness to refund, return, and/or pay those amounts, which in equity and good conscience belong to Plaintiff and the Class members, back to Plaintiff and the Class members.

58. Relevant losses, damages, injuries, and/or harms are continuing, on-going, and/or increasing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class members pray for judgment in excess of $50,000 (exclusive of interest and costs) and as follows:

A. an Order certifying this action as a class action, appointing Plaintiff as class representative for the Class, and appointing his counsel to represent the Class;

B. an award of actual damages;

C. an award of nominal damages (in the alternative);

D. an award, the return or refund, or restitution of all monies acquired by Defendant by means of any and all illegal, improper, wrongful, unjust, and/or inequitable practice(s), act(s), omission(s), and/or conduct involving the "Convenience Fee;"

E. disgorgement of all amounts illegally, improperly, wrongfully, and/or unjustly charged, collected, received, obtained, received, maintained, or held by Defendant relating to the "Convenience Fee;"

F. an award of reasonable attorneys' fees and costs, including, but not limited to, expert witness fees and costs;

G. an award of pre- and post-judgment interest on any amounts awarded;

H. injunctive relief (if and as permitted by law) (i) prohibiting AMC from imposing, charging, and/or collecting the "Convenience Fee" in the manner which it currently does and (ii) directing AMC to disgorge and/or return to its customers all such fees it has already collected; and

I. such other and further relief as this Court may deem just or proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: August 26, 2026

Respectfully submitted,

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