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14 *Interim Settlement Class Counsel*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **SOUTHERN DIVISION**

19 PETER MOSES GUTIERREZ, JR., *et*
20 *al.*,

21 Plaintiffs,

22 v.

23 AMPLIFY ENERGY CORP., *et al.*,

24 Defendants.

Case No. 8:21-CV-01628-DOC(JDEx)

**DECLARATION OF LEXI J.
HAZAM IN SUPPORT OF
MOTIONS FOR FINAL
SETTLEMENT APPROVAL, PLANS
OF DISTRIBUTION, AND
ATTORNEYS' FEES AND COSTS**

Date: September 14, 2023
Time: 8:30 a.m.
Judge: David O. Carter
Courtroom: 10A

1 I, Lexi J. Hazam, declare:

2 1. I am a partner in the law firm of Lief, Cabraser, Heimann &
3 Bernstein, LLP (“LCHB” or “Lief Cabraser”), and serve as Court-appointed
4 Interim Settlement Class Counsel (“Class Counsel”) for the Plaintiffs in this action.
5 I have personal knowledge of the facts set forth in this Declaration based on my
6 day-to-day participation in the prosecution and settlement of this case, and, if called
7 as a witness, could and would testify competently to them.

8 2. I submit this declaration in support of Plaintiffs’ motions for final
9 approval of the proposed Settlement and for approval of the Plans of Distribution,
10 as well as Interim Settlement Class Counsel’s motion for an award of attorneys’
11 fees, expenses, and class representative service awards.

12 **A. Settlement Approval**

13 3. Since being appointed Interim Co-Lead Class Counsel (Dkt. 38), my
14 co-counsel and I have personally supervised and directed every aspect of the
15 prosecution and resolution of this litigation on behalf of the Plaintiffs and the
16 Settlement Classes.

17 4. The parties reached a settlement in principle in February 2022, and
18 finalized the Settlement Agreement in May 2022. *See* Dkt. 739-2.

19 5. The parties and their counsel participated in a formal full-day
20 mediation with Judge Layn Phillips (Ret.) and Judge Sally Sushan (Ret.) on June 2,
21 2022. That session did not result in a settlement. The Parties continued informal
22 negotiations and telephone conferences over the following months. On November
23 14, 2022, the Parties against engaged the mediators in an all-day mediation session.
24 There, too, the Parties were unable to come to an agreement. Following that
25 mediation session, the Parties continued their informal negotiations with the
26 mediators. On February 5, 2023, the mediators made a mediator’s proposal, which
27 the Parties accepted on February 8, 2023. The parties separately negotiated
28 settlement amounts for the Property Class, Fisher Class, and Waterfront Tourism

1 Class. After reaching an agreement in principle, the parties worked diligently to
2 draft the Settlement Agreement, notices, and other settlement exhibits, and to select
3 the proposed Settlement Administrator. Following preliminary approval, Plaintiffs
4 have worked with the Administrator to execute the notice plan, prepared the Plans
5 of Distribution, and assisted with Settlement implementation.

6 6. In my judgment, Class Counsel have the skill and experience to judge
7 the strengths and weaknesses of the case based on the significant discovery
8 conducted to date, and as a result of a complex mediation sessions that involved
9 detailed mediation statements and supporting exhibits addressing liability and
10 damages, including expert reports, rebuttal declarations, and rebuttal expert reports.
11 As the mediator reported, “[t]he work that went into the mediation statements and
12 competing presentations and arguments was substantial.” Dkt. 739-4 (Declaration
13 of Layn Phillips in Support of Plaintiffs’ Motion for Preliminary Approval) ¶ 6.

14 7. It is my judgment and the judgment of all Class Counsel that the
15 proposed Settlement is an excellent result, readily meets the Rule 23 “fair,
16 reasonable, and adequate” standard, and is in the best interests of the Classes.
17 Further, the Plans of Distribution represent a fair and equitable allocation of the
18 settlement proceeds grounded in the classwide damages models Plaintiffs’ experts
19 developed, and that Class Counsel were prepared to present at trial.

20 **B. Class Counsel’s Litigation Efforts**

21 8. Class Counsel have previously submitted materials and presentations
22 describing their qualifications and experience in complex class action litigation and
23 settlement. *See* Dkt. 38 (appointing Interim Co-Lead Counsel after considering their
24 presentations).

25 9. Class Counsel recognized this was a risky case to take on a
26 contingency basis. Class Counsel, along with attorneys working at their direction,
27 devoted thousands of hours and advanced hundreds of thousands of dollars in
28 litigation expenses, with no guarantee of reimbursement. Both class certification

1 and merits arguments would turn on highly technical and expert-driven factual
2 disputes and interpretations of class action and maritime law, federal law, and
3 California tort law.

4 10. At the outset, given the breadth of the oil spill and potential claims,
5 Class Counsel worked to prepare a detailed consolidated amended class action
6 complaint in early 2022 (Dkt. 102). The 82-page complaint contained detailed
7 factual allegations against Amplify and the Shipping Defendants, and was the result
8 of putative Class Representatives' and Class Counsel's highly intensive
9 investigation of the oil spill. Plaintiffs have twice-amended their Complaint to
10 expand and refine their allegations and claims in this fast-paced and highly complex
11 litigation. Plaintiffs' operative pleading in this lead case is now the 110-page
12 Second Amended Consolidated Complaint ("SAC"), filed on October 4, 2022. Dkt.
13 454.

14 11. Plaintiffs brought claims against the Shipping Defendants for
15 negligence, public nuisance, negligent interference with prospective economic
16 advantage, trespass, continuing private nuisance, violation of California's Unfair
17 Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, respondeat superior,
18 and enforcement of maritime lien in rem. *See id.*, ¶¶ 273-389.

19 12. Following their appointment as Interim Co-Lead Counsel, Class
20 Counsel filed their Consolidated Amended Complaint to bring claims against the
21 Shipping Defendants, Dkt. 102, and soon after some of those Shipping Defendants
22 filed petitions under the Limitation of Liability Act of 1851, 46 U.S.C. §§ 30502, *et*
23 *seq.*, which were consolidated into the Limitation Action.¹ The interplay between
24 this action and the Limitation Action required significant research, strategizing, and

25 ¹ "Limitation Action" refers to *In the Matter of the Complaint of Dordellas Finance*
26 *Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac*
27 *vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.). "Shipowners" refers to the *MSC*
28 *Danit's* owner and owner *pro hac vice*, Dordellas Finance Corp. and MSC
Mediterranean Shipping Co. SA, and the *Beijing's* owner, Capetanissa Maritime
Corporation.

1 briefing to navigate in order to maintain the claims of the three Settlement Classes.
2 *See* Dkt. 739 at 4-7 (detailing Limitation Action-related litigation, including
3 briefing regarding the action in which Plaintiffs' claims should proceed, whether
4 any claims should be stayed, whether class claims could be maintained in a
5 limitation action, the sufficiency of the Limitation Action notice, and the scope of
6 the Limitation Action trial).

7 13. After reaching the proposed settlement with Amplify, Plaintiffs
8 focused all their litigation efforts on the Shipping Defendants, and the significant
9 merits-related hours and expenditures by Plaintiffs since then have related solely to
10 pursuing their claims against the Shipping Defendants.

11 14. Plaintiffs and the Shipping Defendants have engaged in a significant
12 amount of discovery in the year and a half since this litigation began in both
13 actions. Plaintiffs propounded a total of 94 requests for production on the Shipping
14 Defendants, along with three sets of requests for admission. Each Plaintiff timely
15 responded to the Shipping Defendants' two sets of requests for production, two sets
16 of interrogatories, and Capetanissa's requests for admission.

17 15. The Class Representatives collected 8 GB of data for search and
18 review responsive to the Shipping Defendants' requests. Plaintiffs obtained and
19 reviewed more than 180,000 documents from the Shipping Defendants, including
20 numerous highly technical documents relating to ship engineering and navigation.
21 Plaintiffs cross-noticed and participated in the depositions of more than 40
22 witnesses around the world, including at ports of call in Europe. Plaintiffs also
23 participated in the inspections of the *M/V Beijing*, the oil platform that controlled
24 the pipeline at the location and time of the spill, and the pipeline during its removal.
25 Leading up to the deadline for expert reports, Plaintiffs developed several maritime
26 experts and worked with various liability experts.

27 16. Discovery efforts were highly contentious throughout, and were
28 successful only due to Class Counsel's dogged meet and confer efforts, closely

1 negotiated stipulations and informal agreements, and litigation of multiple
2 discovery disputes.

3 17. The Parties brought many disputes before the Special Master Panel
4 (“SMP”) appointed by the Court to oversee discovery. *See* Dkt. 38, § IV. These
5 included disputes regarding the Shipping Defendants’ pace and schedule of
6 production, whether Plaintiffs and other parties would be permitted to propound
7 discovery relating to the Shipping Defendants’ Limitation Action claims against
8 one another, and the location and timing of depositions.

9 18. In response to Plaintiffs’ allegations in their Second Amended
10 Consolidated Complaint, the Shipping Defendants filed a comprehensive motion to
11 dismiss, raising numerous and complex issues, including, for example: the
12 applicability of maritime law to Plaintiffs’ claims and whether maritime law bars
13 Plaintiffs’ claims; the interaction of maritime law and the Outer Continental Shelf
14 Lands Act (“OCSLA”); and various doctrines of California law, including the
15 economic loss rule. Dkts. 467, 470, 494. Plaintiffs then researched, drafted, and
16 filed opposition briefs challenging each of these arguments, and the Shipping
17 Defendants replied. Dkts. 491, 508, 510, 537. Those briefs reveal the strengths of
18 Plaintiffs’ claims, but also the risks Plaintiffs faced in advancing them.

19 19. The Parties also engaged in significant motion practice related to the
20 Limitation Action. This included Plaintiffs successfully seeking for a supplemental
21 Limitation Action notice be sent directly to all identifiable proposed class members,
22 successfully moving to lift the stay applied as to certain Shipping Defendants, and
23 successfully arguing that the Limitation Action trial should focus on issues relevant
24 to exoneration and limitation. *See* Dkt. 739 at 4-7 (detailing and citing this
25 briefing).

26 20. In addition, after Plaintiffs filed their class claim in the Limitation
27 Action, the Shipowners moved to strike and/or dismiss the class claim, arguing that
28 class allegations cannot be maintained within a limitation action. Limitation Action

1 Dkts. 47, 48. Plaintiffs opposed, Limitation Action Dkt. 66, and the Parties argued
2 the motion over the course of a two-day hearing on August 24 and 25, 2022.

3 21. With the Shipping Defendants' motions to dismiss Plaintiffs' claims in
4 this action *and* the class claim in the Limitation Action all pending, the parties
5 engaged in renewed settlement negotiations (after an initial mediation on June 2,
6 2022 did not result in a settlement).

7 22. In advance of the November 14, 2022 mediation, Plaintiffs engaged
8 some of the same experts who survived *Daubert* challenges in similar litigation,
9 *Andrews v. Plains All American Pipeline, L.P.*, No. 2:15-cv-04113-PSG (C.D.
10 Cal.), a class action lawsuit on behalf of businesses and property owners harmed by
11 the Refugio oil spill. These experts include an expert in the field of real estate
12 damages, an economist, and a marine scientist, who submitted confidential
13 preliminary reports for purposes of the mediation to support Plaintiffs' claims and
14 damages. The Parties exchanged and submitted detailed mediation statements
15 addressing liability and damages, including expert reports and rebuttal reports. *See*
16 Dkt. 739-4 (Phillips Decl.) ¶ 6. As the mediators recognized, substantial work went
17 into mediation preparation, and the mediation itself involved complex issues that
18 required significant analysis. *Id.* ¶¶ 6, 11.

19 23. As a result of this extensive liability and damages work conducted by
20 the Plaintiffs and the Ships, the Parties were well-placed to evaluate the strengths
21 and weaknesses of their positions and the adequacy of the proposed Settlement.

22 **C. Lodestar and Expenses**

23 24. My firm and our fellow Class Counsel litigated this case on a purely
24 contingent basis, foregoing other work in order to handle this complex matter with
25 no guarantee of recovery. While Class Counsel request attorneys' fees as a
26 percentage of each common fund, for the Court's reference, I report LCHB's and
27 Class Counsel's summary time, lodestar, and costs incurred in this litigation and for
28 the benefit of the settling Classes.

1 25. The Class Counsel firms sought to coordinate their efforts to try to
2 ensure the case was prosecuted efficiently. The key lawyers at each firm
3 participated in regular calls to ensure all tasks were assigned and executed. Each of
4 the Plaintiffs' experts was also assigned to particular attorneys, who then took
5 primary responsibility for overseeing that expert's work product.

6 26. Plaintiffs seek fees and expenses at this time only for work that was
7 performed in furtherance of litigation against the Shipping Defendants and
8 settlement thereof. Class Counsel seek fees and expenses for work that they
9 performed or authorized to be performed that post-dates the Settlement with
10 Amplify, in addition to work before that date that specifically relates to the
11 Shipping Defendants. The lion's share of Class Counsel's time and expenses
12 submitted in support of this motion date from October 17, 2022 (the date Plaintiffs
13 filed their motion for preliminary approval of the Amplify settlement, *see* Dkt. 476)
14 through the date of this motion. Class Counsel have taken care not to submit any
15 time in support of this motion that was submitted in support of the fee requested for
16 the Amplify settlement, to avoid any double-counting.

17 27. All LCHB time-keepers are required to contemporaneously record
18 their time in 6-minute increments. Attorneys working under my supervision audited
19 my firm's time records to confirm their accuracy. This included removing any time
20 relating only to the settlement with Amplify and certain hours as a matter of billing
21 judgment. LCHB also created separate matter numbers for the cases against the
22 Shipping Defendants and against Amplify, enabling LCHB to isolate hours that
23 went toward the litigation against and settlement with the Shipping Defendants.

24 28. LCHB allocated work to maximize efficiency. To the extent
25 practicable, senior attorneys did not perform work that could be accomplished by
26 more junior attorneys, and attorneys did not perform work that could be completed
27 by paralegals.
28

1 29. LCHB billed the same rates for the litigation and settlement related to
2 the Shipping Defendants as the rates this Court approved related to the Amplify
3 settlement. *See* Dkt. 726 at 12-13. These hourly rates charged by LCHB fall within
4 the range of market rates charged by attorneys of equivalent experience, skill, and
5 expertise. LCHB’s rates reflect the market rates in the markets within which
6 LCHB’s primary offices are located and from which this matter has been handled—
7 namely, San Francisco and New York City. *See, e.g., Hefler v. Wells Fargo & Co.*,
8 No. 16-CV-05479-JST, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (rates
9 from \$650 to \$1,250 for partners or senior counsel, \$400 to \$650 for associates); *In*
10 *re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*, No.
11 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (billing rates
12 ranging from \$275 to \$1600 for partners, \$150 to \$790 for associates, and \$80 to
13 \$490 for paralegals found to be reasonable). Except in rare circumstances, LCHB
14 does not bill at different rates for different clients or different types of cases.

15 30. Federal and state courts have approved our rates on numerous
16 occasions. *See, e.g., Cottle, et al. v. Plaid Inc.*, No. 4:20-cv-03056-DMR, Dkt. 184
17 at *18-19 (N.D. Cal., July 20, 2022); *In re The Boeing Company Derivative*
18 *Litigation*, No. Consol. C.A. No. 2019-0907-MTZ, at *10 (Del. Ch. Mar. 22, 2022);
19 *Stewart v. Kaiser Foundation Health Plan, Inc. et al.*, CGC-21-590966 (CA Sup. Ct
20 Mar. 10, 2022); *Jenkins, et al. v. National Grid USA Service Company, Inc., et al.*,
21 No. 2:15-cv-01219-JS-ARL, Dkt. 760 at *9-10 (E.D.N.Y. June 24, 2022);
22 *Pulmonary Assocs. of Charleston PLLC, et al. v. Greenway Health, LLC, et al.*, No.
23 3:19-cv-00167-TCB, at *5-8 (N.D. Ga., Dec. 2, 2021); *In re Intuit Data Litig.*, No.
24 15-CV-1778-EJD-SVK, 2019 WL 2166236, at *1 (N.D. Cal. May 15, 2019); *In re*
25 *Anthem, Inc. Data Breach Litig.*, No.15-MD-02617-LHK, 2018 WL 3960068, at
26 *17 (N.D. Cal. Aug. 17, 2018).

27 31. Attached as Exhibit 1 is a true and correct summary lodestar chart
28 which lists: (1) the name of each LCHB timekeeper who recorded time in this case;

1 (2) their title or position; (3) the total number of hours they worked on the case; (4)
 2 their current hourly rate; and (5) their lodestar. As reflected in Exhibit 1, the total
 3 number of hours expended in support of the litigation against and settlement with
 4 the Shipping Defendants by Lief Cabraser on behalf of the Classes is 3,444.8. The
 5 total lodestar for my firm for that period is \$2,168,412.50.29.

6 32. Attorneys with four other firms also performed work at Class
 7 Counsel’s direction on behalf of the Classes. Attached to the concurrently filed
 8 declaration of Stephen G. Larson as Exhibits 2-5 are, for each such firm, (1) the
 9 name of each timekeeper who recorded time in this case; (2) their title or position;
 10 (3) the total number of hours they worked on the case; (4) their current hourly rate;
 11 and (5) their lodestar. In sum, those four firms performed the following hours and
 12 lodestar in support of the litigation and settlement with the Shipping Defendants:

<u>Exhibit to Larson Declaration</u>	<u>Law Firm</u>	<u>Hours</u>	<u>Lodestar</u>
2	McCune Law Group	1,195.5	\$748,775.00
3	Aqua Terra Aeris Law Group	179.7	\$92,099.00
4	Milberg Coleman Bryson Phillips Grossman, PLLC	169.1	\$95,626.40
5	Cotchett, Pitre & McCarthy, LLP	36.3	\$19,062.50

19
 20 33. Class Counsel maintained a Common Fund for expenses incurred
 21 during the course of this litigation, which was managed by Lief Cabraser at my
 22 direction. The three Interim Co-Lead Counsel firms all made contributions to the
 23 Common Fund at periodic intervals as costs were incurred. Lief Cabraser
 24 maintained the books and records for the Common Fund and disbursed monies to
 25 cover case expenses as needed.

26 34. In sum, Class Counsel incurred \$970,530.54 in costs, expenses, and
 27 charges paid from the Common Fund in connection with the prosecution and
 28 settlement of the case against the Shipping Defendants under the parameters

1 described above. The expenses that were paid out of the Common Fund included
2 special master panel invoices, court reporter expenses (including charges for
3 deposition transcripts and videographers), expert consultant fees, a document
4 discovery platform, and mediators' charges. These are the type of expenses
5 typically billed by attorneys to paying clients and reflect the actual costs of these
6 services. The case expenses for the Common Fund are presented in summary form
7 in Exhibit 2, attached to this declaration. Class Counsel have taken care not to
8 submit any expenses in support of this motion that were submitted in support of the
9 costs requested for the Amplify settlement, to avoid any double-counting.

10 35. All of these Common Fund expenses were reasonably and necessarily
11 incurred in Class Counsel's efforts to prosecute claims on behalf of the Classes.
12 The expenses incurred are commercially reasonable and are reflected on the books
13 and records of Lieff Cabraser. These books and records are prepared from expense
14 vouchers, check records, and other source materials and represent an accurate
15 recordation of the expenses incurred. The Common Fund expenses here are in line
16 with expenses Class Counsel has incurred in the countless other complex class
17 action lawsuits they have successfully prosecuted, including in this District.

18 36. LCHB separately spent \$71,238.48 in connection with the prosecution
19 and settlement of the case against the Shipping Defendants. The expenses are
20 presented in summary form in Exhibit 3, which was generated from my firm's
21 books and records. Major cost categories include travel, electronic legal research
22 platforms, printing, phones, and mail. These expenses were reasonably and
23 necessarily incurred in Class Counsel's efforts to prosecute this case. The expenses
24 here are similarly in line with expenses LCHB has incurred in the countless other
25 very large, complex class action lawsuits it has successfully prosecuted over the
26 years, including in this District, and are the type typically billed by attorneys to
27 clients.

28

1 37. Three of the other firms that performed work at Class Counsel’s
2 direction also advanced costs in connection with the prosecution and settlement of
3 this case, as reflected in Exhibits 7-9 attached to the concurrently filed declaration
4 of Stephen G. Larson. In sum, those three firms advanced the following costs in
5 support of the litigation and settlement with the Shipping Defendants:

<u>Exhibit to Larson Declaration</u>	<u>Law Firm</u>	<u>Expenses</u>
7	McCune Law Group	\$15,013.41
8	Aqua Terra Aeris Law Group	\$3,753.49
9	Cotchett, Pitre & McCarthy, LLP	\$2.20

10
11 38. The Common Fund and other expenses were advanced by Class
12 Counsel and the other firms working on behalf of the Classes with no guarantee of
13 recovery. As a result, Class Counsel had a strong incentive to keep costs to a
14 reasonable level and did so.

15 39. Based on this information and the information submitted in my Co-
16 Counsel’s declarations, Class Counsel have together invested in this litigation as
17 follows: 6,751.6 hours, \$5,035,745.40 in lodestar, and \$1,134,254.91 in costs. I
18 expect each of these numbers will increase through final settlement approval and
19 settlement administration, meaning that any multiplier that Class Counsel receive
20 on their lodestar will continue to decrease over time.

21 40. For example, Interim Settlement Class Counsel has already spent more
22 than 300 hours assisting with implementation of the Amplify settlement after they
23 filed their motion requesting fees for that settlement, corresponding to more than
24 \$200,000 in lodestar. This time will not be compensated, and Interim Settlement
25 Class Counsel are not claiming it as part of the time submitted for the present fee
26 request.

27
28

1 **D. Class Representative Service Awards**

2 41. Plaintiffs seek \$7,500 service awards to each Class Representatives in
3 recognition of their service and efforts in prosecuting the case on behalf of the
4 Class, subject to approval by the Court.

5 42. The Class Representatives assisted Class Counsel with this litigation
6 from the initial case investigation all the way through Settlement, which they each
7 reviewed and approved. Their service and efforts in prosecuting the case on behalf
8 of the respective Classes include searching for and providing facts used to compile
9 the Complaints, helping Interim Settlement Class Counsel analyze claims,
10 producing voluminous documents that were responsive to discovery requests both
11 by Amplify and by the Shipping Defendants (including more than 8,000 documents
12 produced *after* settling with Amplify), providing information to respond to written
13 discovery requests served by the Shipping Defendants, and reviewing and
14 approving the proposed Settlement. The Shipping Defendants had also sought to
15 depose each Class Representative, Class Counsel had discussed potential dates with
16 each Class Representative, and each Class Representative would have been
17 prepared to sit for depositions taken by the Shipping Defendants had the litigation
18 reached that stage before settlement.

19 43. In declarations submitted in support of the Amplify settlement, each
20 Class Representative estimated the substantial number of hours each had spent on
21 this case through January 24, 2023. *See* Dkt. 667 Exs. 10-26. The majority of those
22 hours supported litigation against the Shipping Defendants (as well as Amplify),
23 and those estimates excluded additional time each Class Representative spent
24 related to the Shipping Defendants after January 24, 2023.

25 44. Class Counsel consulted with each Class Representative regarding the
26 proposed Settlement with the Shipping Defendants. Each Class Representative
27 expressed their support for the Settlement and their continued willingness to
28 represent the Classes and protect their interests.

1 The Class Representatives and the Classes they represented are:

Class Representative	Class
Heidi M. Jacques	Fisher and Waterfront Tourism
John Crow	Fisher
Josh Hernandez	Fisher
LBC Seafood, Inc. (owner Jennifer Anderson)	Fisher
Quality Sea Food Inc. (CEO Jeffrey Jones)	Fisher
John Pedicini	Property Owner
Mary Pedicini	Property Owner
Rajasekaran Wickramasekaran	Property Owner
Chandralekha Wickramasekaran	Property Owner
Banzai Surf Company, LLC (owner Jaz Kaner)	Waterfront Tourism
Beyond Business Incorporated (owner Vannrada Lai)	Waterfront Tourism
Bongos Sportfishing LLC (owner Benjamin Knight)	Waterfront Tourism
Bongos III Sportfishing LLC (owner Michael Mongold)	Waterfront Tourism
Davey's Locker Sportfishing, Inc. (President Thor Brisbin)	Waterfront Tourism
East Meets West Excursions (owner Nicholas Nagel)	Waterfront Tourism
Tyler Wayman	Waterfront Tourism
Donald C. Brockman	Fisher and Waterfront Tourism

26 I declare under penalty of perjury under the laws of the State of California
 27 that the foregoing is true and correct.
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Executed on July 31, 2023, in San Francisco, California.

/s/ Leif Hagan

EXHIBIT 1

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Report created on

07/31/2023 02:42:52 PM

From: Inception

To: 07/31/2023

Matter Number: 4181-0002

PARTNER

NAME	HOURS	RATE	TOTAL
WILSON DUNLAVEY	386.60	650.00	251,290.00
LEXI HAZAM	193.40	1,010.00	195,334.00
KELLY MCNABB	473.10	745.00	352,459.50
	1,053.10		799,083.50

ASSOCIATE

NAME	HOURS	RATE	TOTAL
PATRICK ANDREWS	561.90	640.00	359,616.00
AVERY HALFON	437.10	675.00	295,042.50
	999.00		654,658.50

STAFF ATTORNEY

NAME	HOURS	RATE	TOTAL
MICHELLE BAKER	170.70	525.00	89,617.50
LINDSAY CARR	86.70	525.00	45,517.50
JOSE GARCIA	160.70	525.00	84,367.50
KELLY GRALEWSKI	203.10	525.00	106,627.50
JASON KIM	251.80	525.00	132,195.00
JONATHAN ZAUL	112.60	525.00	59,115.00
	985.60		517,440.00

OF COUNSEL

NAME	HOURS	RATE	TOTAL
DAN DRACHLER	0.30	1,140.00	342.00
	0.30		342.00

PARALEGAL/CLERK

NAME	HOURS	RATE	TOTAL
AMANDA JANKS	77.70	455.00	35,353.50
MAXWELL LUCAS	244.80	490.00	119,952.00
MARK MACATEE	3.90	510.00	1,989.00

RYAN MCCULLOUGH	26.50	455.00	12,057.50
KRISTIN ORSLAND	17.80	510.00	9,078.00
COYA QUISPE	2.00	455.00	910.00
JENNIFER RUDNICK	0.60	510.00	306.00
RICHARD TEXIER	11.90	510.00	6,069.00
	385.20		185,715.00

LITIGATION SUPPORT / RESEARCH

NAME	HOURS	RATE	TOTAL
NIKKI BELUSHKO BARROWS	0.30	535.00	160.50
MARGIE CALANGIAN	2.50	535.00	1,337.50
ANTHONY GRANT	0.70	535.00	374.50
FAWAD RAHIMI	1.30	535.00	695.50
NABILA SIDDIQI	1.30	535.00	695.50
MUNA TEXIER	0.20	535.00	107.00
MITCHELL WILLIN	15.30	510.00	7,803.00
	21.60		11,173.50

MATTER TOTALS 3,444.80 2,168,412.50

EXHIBIT 2

Gutierrez v. Amplify Energy Corp., No. 8:21-CV-01628-DOC(JDEx)
Shipping Case Portion - Cost Fund Expenses Summary

Category	Amount
Court Reporters	\$169,716.21
Expert Witness Fees	\$211,322.11
Mediator Charges	\$49,447.54
Document Discovery Platform	\$282,169.37
Special Masters Panel Fees	\$257,875.31
Total Common Fund Costs	\$970,530.54

EXHIBIT 3

LCHB Expense Summaries by Category	
Category	Amount
Books/Subscriptions	\$17.21
Pacer/Westlaw	\$4,960.44
Transcripts	\$446.67
Federal Express/Local Courier, etc.	\$288.17
Filing Fees	\$402.00
Telephone Fees	\$189.03
In-House & Outside Printing	\$1,848.20
Tech Supplies	\$32.83
Travel (Transportation, Lodging, Meals, etc.)	\$62,955.74
Miscellaneous (In-flight WiFi, Hotel Insurance, etc.)	\$98.19
Total:	\$71,238.48