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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND DIRECTION OF NOTICE UNDER RULE 23(E); MEMORANDUM OF POINTS AND AUTHORITIES

Judge: Hon. David O. Carter
Date: Nov. 16, 2022
Time: 1:00 pm PT
Courtroom: 10A

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 16, 2022, at 1:00 p.m., or as soon thereafter as this matter may be heard, in Courtroom 10A of the United States District Court for the Central District of California, located at 411 West Fourth Street, Santa Ana, California, 92701, Plaintiffs, for themselves and on behalf of all others similarly situated, will move the Court for an order pursuant to Fed. R. Civ. P. 23(e)(1) granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and for Direction of Notice Under Rule 23(e).

Plaintiffs request that in such order the Court do the following:

1. Grant preliminary approval of the proposed Settlement Agreement;[1]
2. Appoint Interim Co-Lead Counsel as Interim Settlement Class Counsel pursuant to Fed. R. Civ. P. 23(g);
3. Approve the proposed notice program in the Settlement, including the proposed forms of notice, and direct that notice be disseminated pursuant to such notice program and Fed. R. Civ. P. 23(e)(1);
4. Appoint JND Legal Administration as Settlement Administrator and direct JND Legal Administration to carry out the duties and responsibilities of the Settlement Administrator as specified in the Settlement;
5. Enter a scheduling order consistent with the dates set forth in the below Memorandum; and
6. Schedule a Fairness Hearing in connection with the final approval of the Settlement pursuant to Fed. R. Civ. P. 23(e)(2).

This Motion is based on this Notice of Motion and Motion; the accompanying Memorandum of Points and Authorities; the Settlement, including all exhibits thereto; the Declaration of Lexi J. Hazam ("Hazam Decl."), filed

[1] The Settlement is being filed herewith as Ex. 1 to the accompanying Declaration of Lexi J. Hazam ("Hazam Decl."). Unless otherwise defined herein, all capitalized terms have the definitions set forth in the Settlement.

herewith; the Declaration of notice expert Jennifer Keough filed herewith ("Keough Decl."); the Declaration of the Hon. Layn R. Phillips filed herewith ("Phillips Decl."); the arguments of counsel; all papers and records on file in this matter, and such other matters as the Court may consider.

Dated: October 17, 2022

Respectfully submitted,

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MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

In October 2021, the San Pedro Bay Pipeline ruptured, discharging thousands of gallons of crude oil into Orange County's coastal waters (the "Oil Spill"). The Oil Spill damaged the local economy's beaches, harbors, and properties; caused closures to commercial fisheries; and harmed waterfront businesses that depend on the local waters and coastline for their livelihood.

After a year of intensive litigation, Plaintiffs and Amplify[2] have reached an agreement to settle Plaintiffs' claims on a class-wide basis. Pursuant to the terms of the Settlement Agreement, Amplify will pay a total of $50 million in non-reversionary common funds to Settlement Class Members. Amplify has also agreed to significant injunctive relief to help prevent future spills, including installation of a new leak detection system, more frequent use of remotely operated vehicles ("ROVs") to detect pipeline movement and allow rapid reporting of such movement to federal and state authorities, increased staffing on the off-shore platform and control room involved with this Oil Spill, establishment of a one-call alert system to report any threatened release of hazardous or pollutant substances, and more.

The proposed Settlement is an excellent result for the proposed Settlement Classes, and readily satisfies the criteria for preliminary settlement approval of being fair, reasonable, and adequate. In particular, the Settlement will provide Orange County businesses and residents with relief rapidly, rather than after years of continued litigation and appeals that would otherwise ensue. It will also permit Plaintiffs and Settlement Class Members to continue seeking further potential relief from the Shipping Defendants[3] alleged to have dragged their anchors over the

[2] "Amplify" refers collectively to Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company, the three Defendants that own and operate the San Pedro Bay Pipeline.

[3] As of the latest operative complaint, these "Shipping Defendants" are: the *MSC Danit* (*in rem*) and its owners and operators MSC Mediterranean Shipping

pipeline, causing its later rupture. Relief now also avoids further deterioration of Amplify's rapidly decreasing insurance funds to pay for its Oil Spill costs.

The Settlement is the product of hard-fought, arms-length negotiations between the Parties[4] with the assistance of experienced and well-respected mediators Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). It follows extensive formal discovery and litigation, including significant briefing and argument before this Court and the Court-appointed Special Master Panel, particularly regarding discovery issues and interaction between this case and the related consolidated Limitation Action. In negotiating the Settlement, the Parties and their counsel were well informed about the issues, the strengths and weaknesses of their respective positions, and the risks faced by each side of continued litigation.

It should be noted that Class Plaintiffs will continue to vigorously seek substantial recoveries from the Shipping Defendants, whom Plaintiffs allege struck and damaged the San Pedro Pipeline and thereby substantially caused the Oil Spill.

Plaintiffs and their undersigned counsel believe the Settlement to be in the best interests of the Settlement Class Members. Plaintiffs therefore respectfully request that the Court preliminarily approve the Settlement, appoint interim Co-Lead Counsel as Settlement Class Counsel, direct that notice be disseminated to the Settlement Classes pursuant to the proposed notice program, schedule a Fairness Hearing, and grant the related relief requested herein.

BACKGROUND

I. Factual Background

This litigation arises from an oil spill off the Orange County, California coastline that began on October 1, 2021 when the San Pedro Bay Pipeline owned

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Company, Dordellas Finance Corp., Mediterranean Shipping Company S.r.l., and MSC Shipmanagement Limited; and the *M/V Beijing* (*in rem*) and its owners and operators Capetanissa Martina Corporation, and Costamare Shipping Co. S.A., V.Ships Greece Ltd., COSCO Shipping Lines Co. Ltd., and COSCO (Cayman) Mercury Co. Ltd. Dkt. 454, ¶¶ 33-43.

[4] Unless otherwise stated, "the Parties" refers collectively to the parties to the Settlement Agreement: Plaintiffs and Amplify.

and operated by Amplify ruptured. At least 25,000 gallons of crude oil were released into the Pacific Ocean, and crude oil from the Oil Spill had washed ashore in Huntington and Newport Beach. The Oil Spill closed hundreds of square miles of marine waters to fishing and dozens of miles of shoreline; clean-up efforts included more than one thousand people and lasted weeks. Dkt. 436-1 ¶¶ 1-3, 5, 8.

II. Procedural Background

A. Summary of Procedural History

In the days after the Oil Spill in early October 2021, Plaintiffs began filing lawsuits arising from the spill. *See* Dkt. 30 at 2 (listing cases). On December 20, 2021, this Court consolidated many of those cases into this lead case, *Gutierrez et al. v. Amplify Energy Corp. et al.* and appointed Interim Co-Lead Counsel. Dkt. 38.

Plaintiffs filed their Consolidated Amended Complaint on January 28, 2022. Dkt. 102. Plaintiffs brought claims for strict liability under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (California Code Section 8670, *et seq.*) and the Oil Pollution Act of 1990 ("OPA," 33 U.S.C. § 2701, *et seq.*), and under common law for ultrahazardous activities, negligence, public nuisance, negligent interference with prospective economic advantage, trespass, continuing private nuisance, and a permanent injunction. Plaintiffs also brought a claim for violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq. See id.*, ¶¶ 153-253. Some of Plaintiffs' claims were also brought against Shipping Defendants related to two container ships that allegedly struck and dragged the pipeline with their anchors, causing damage that led to the spill.

Plaintiffs filed their First Amended Consolidated Amended Complaint on March 21, 2022. Dkt. 148. Amplify moved to dismiss this Complaint on March 23, 2022, and Plaintiffs opposed. Dkts. 151, 225. On February 28, 2022, Amplify filed a third-party complaint against the Shipping Defendants as well as Marine Exchange, the entity charged with directing vessel traffic in San Pedro Bay. Dkt. 123. On October 3, 2022, the Court denied certain Shipping Defendants' motions to

dismiss Amplify's complaint for lack of personal jurisdiction. Dkt. 442.

On March 31, 2022, certain Shipping Defendants (the "Limitation Action Parties") filed Complaints for Exoneration from, or Limitation of, Liability under the Limitation of Liability Act of 1851 (46 U.S.C. §§ 30501, *et seq.*). The Court stayed Plaintiffs' claims against the Limitation Action Parties and consolidated the limitation actions into *In the Matter of the Complaint of Dordellas Finance Corp., et al.*, No. 2:22-cv-02153-DOC-JDE (the "Limitation Action").[5] Dkt. 245. Plaintiffs' claims against Amplify proceeded. The Court also ordered that discovery be coordinated between this case and the Limitation Action, and set a schedule for Limitation Action notice, claims, and other requirements. *See id.*

All Parties stipulated to Plaintiffs filing a Second Amended Consolidated Class Action Complaint, and to Amplify filing a Second Amended Third-Party Complaint, which this Court granted on October 3, 2022. Dkts. 436, 452. Those now-operative complaints were filed on October 4-5, 2022. Dkts. 454, 455.

B. Discovery

Plaintiffs and Amplify have engaged in a significant amount of discovery in the year since this litigation began. As part of the Electronically-Stored Information ("ESI") protocol (Dkt. 99), the Parties engaged in lengthy negotiations on ESI parameters, including custodians and search terms. Through this process the Parties exchanged dozens of hit reports and brought disputes to the Special Master Panel. Plaintiffs collected 8 GB of data for search and review in response to Amplify's three sets of requests for production of documents. *See* Hazam Decl., ¶ 24. Plaintiffs and Amplify have cumulatively reviewed and exchanged more than 362,000 documents, including numerous highly technical documents and data sets relating to pipeline integrity. *Id.* ¶ 25. The Parties also negotiated stipulations

[5] On September 8, 2022, the Court lifted the stay to the extent it applied to Plaintiffs' and Amplify's claims against V.Ships Greece Ltd. and Costamare Shipping Company, Shipping Defendants that were not parties to the Limitation Action. Dkt. 401.

related to the removal and preservation of the pipeline (Dkt. 97) and to obtain data from the California Department of Fish and Wildlife (Dkts. 301, 309), both of which involved briefing disputed issues to the Special Master Panel.

The Parties prioritized discovery related to damages in advance of the mediation with Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). *See* Phillips Decl. Plaintiffs engaged the same experts that survived *Daubert* challenges in *Plains*, including a renowned oil fate expert, an expert in the field of real estate damages, an economist, and a marine scientist, who submitted confidential preliminary reports the mediation to support Plaintiffs' damages. Hazam Decl. ¶ 26.

C. Settlement Negotiations

The proposed Settlement is the product of hard-fought, arm's length negotiations. On June 2, 2022, the Parties participated in a formal mediation session with Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). That session did not result in a settlement. Phillips Decl. ¶ 5. The Parties continued informal negotiations and held telephone conferences over the following months. *Id*. ¶ 6. On August 22, 2022, the mediators made their own proposal, which the Parties accepted on August 23, 2022. *Id*. ¶ 7. On August 24, 2022, Amplify and Plaintiffs informed the Court that they had reached a tentative settlement. *See* Dkt. No. 377. Since reaching an agreement in principle, the Parties have worked diligently to draft the Settlement Agreement, notices, and other settlement exhibits, and to select the proposed Settlement Administrator. Hazam Decl. ¶ 32.

SUMMARY OF THE SETTLEMENT TERMS

Under the proposed Settlement, Amplify will pay $34 million to the Fisher Class, $9 million to the Property Class, and $7 million to the Waterfront Tourism Class. *See* Settlement at §§ II.16, 28, 41, III. These amounts, together with interest earned thereon, will constitute the Fisher, Property, and Waterfront Tourism Class Common Funds, respectively. *Id.* § II.14, 26, 39. The total combined value of the three Funds is $50 million. No portion of the combined $50 million will revert to

Amplify, and the $50 million is in addition to Amplify's payments made to claimants through the OPA process. After deduction of notice-related costs and any Court-approved attorneys' fees and costs, and service awards to Class Representatives, the monies will be distributed to the members of the three Classes in accordance with Plans of Distribution which Plaintiffs are entrusted with developing per the Settlement, to be submitted to this Court for review and approval within 30 days of preliminary approval.[6] Descriptions of the Plans of Distribution are described in Argument § I.C.2.a below.

Amplify has also agreed to significant injunctive relief to help prevent and address future spills, both as terms of the proposed Settlement Agreement with Plaintiffs and as conditions of Amplify's criminal plea agreement with the United States Attorney, the latter of which were spurred in significant part by Plaintiffs' pursuit of civil litigation, and originally sought in Plaintiffs' complaint. *Compare* Dkt. 148, ¶ 150 (First Amended Consolidated Amended Complaint, listing sought injunctive relief), *with United States v. Amplify Energy Corp.*, No. CR 21-226-DOC (C.D. Cal. Aug. 26, 2022), Dkt. 42, Ex. 1 (injunctive terms of probation in criminal plea agreement).[7] These injunctive relief measures include installation of a new leak detection system, use of ROVs to detect pipeline movement and rapid reporting of such to federal and state authorities, an increase from one to four in the number of biannual ROV pipeline inspections, revision of oil spill contingency plans and procedures, and employee training on new plans, procedures, and spill reporting. Settlement § IV. On top of those measures, Amplify has agreed with Plaintiffs to injunctive relief beyond that included in the criminal plea, including increased staffing on the offshore platform and control room involved with this Oil

[6] *See Andrews v. Plains All Am. L.P.*, No. 2:15-cv-04113-PSG (C.D. Cal.), Dkt. 944-1 Ex. 1 at 17 (Settlement described the same schedule).

[7] *See also* Hazam Decl. Ex. 2, Oct. 3, 2022 SMP Hr'g Tr. 22:14-16 (Amplify's Counsel noting that Plaintiffs' Complaint was the "genesis" of the injunctive terms of criminal plea agreement).

Spill, and establishment of a one-call alert system to report any threatened release of hazardous or pollutant substances. *Id.*

OVERVIEW OF THE CLASS SETTLEMENT APPROVAL PROCESS

Class actions "may be settled . . . only with the court's approval." Fed. R. Civ. P. 23(e).[8] The Ninth Circuit has a "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (citation omitted). Rule 23(e) governs a district court's analysis of the fairness of a proposed class action settlement. The process for court approval is comprised of two steps:

First, a court must make a "preliminary fairness determination" that it is likely to "approve the proposal under Rule 23(e)(2)." FRCP 23(e)(1)(B); *In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 17-MD-02777-EMC, 2019 WL 536661, at *7-8 (N.D. Cal. Feb. 11, 2019). If a court makes this determination, it must direct notice to the proposed settlement class, describing the terms of the proposed settlement and the definition of the class, to give them an opportunity to object to or opt out of the proposed settlement. *See* FRCP 23(c)(2)(B); FRCP 23(e)(1), (5). *Second*, after a fairness hearing, the court may grant final approval to the proposed settlement on a finding that the settlement is fair, reasonable, and adequate. FRCP 23(e)(2). By this motion, Plaintiffs respectfully ask the Court to take the first step and enter an order preliminarily approving the Settlement and directing class notice, pursuant to the parties' proposed notice program, under FRCP 23(e)(1).

LEGAL STANDARD

Rule 23(e) governs a district court's analysis of the fairness of a proposed class action settlement and creates a multistep process for approval. *First*, the court must make a "preliminary fairness determination" that it is likely to "approve the proposal under Rule 23(e)(2)." FRCP 23(e)(1)(B). *In re Chrysler-Dodge-Jeep*

[8] All references to "FRCP" or "Rule" refer to the Federal Rules of Civil Procedure.

Ecodiesel Mktg., Sales Pracs., & Prod. Liab. Litig., No. 17-MD-02777-EMC, 2019 WL 536661, at *7-8 (N.D. Cal. Feb. 11, 2019). *Second*, the court must direct notice to the proposed settlement class, describing the terms of the proposed settlement and the definition of the class, to give them an opportunity to object to or (in some cases) to opt out of the proposed settlement. *See* FRCP 23(c)(2)(B); FRCP 23(e)(1), (5). *Third*, after a fairness hearing, the court may grant final approval to the proposed settlement on a finding that the settlement is fair, reasonable, and adequate, and certify the proposed settlement class. *See* FRCP 23(e)(1-2).

ARGUMENT

I. The Proposed Settlement is Fair, Reasonable, and Adequate.

A court should preliminarily approve a class settlement if it finds that it is likely to approve the settlement as "fair, reasonable, and adequate." FRCP 23(e)(1)(B)(i); (e)(2). The factors to consider are whether: "(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arms-length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class members equitably relative to each other." FRCP 23(e)(2).[9] "[T]he district court must show it has explored comprehensively all Rule 23(e)(2) factors, and must give a reasoned response to all non-frivolous objections." *In re Apple Inc. Device Performance Litig.*, No. 21-15758, 2022 WL 4492078, at *8 (9th Cir. Sept. 28, 2022) (citation omitted).

At the preliminary approval stage, the primary question is simply whether the settlement "is 'within the range of possible approval' and whether or not notice should be sent to class members." *Carter v. Anderson Merchs., LP*, Nos. 08-0025, 09-0216, 2010 WL 1946784, at *4 (C.D. Cal. May 11, 2010) (citation omitted). At

[9] The "factors in amended Rule 23(e)(2) generally encompass the list of relevant factors previously identified by the Ninth Circuit." *Zamora Jordan v. Nationstar Mortg., LLC*, No. 2:14-CV-0175-TOR, 2019 WL 1966112, at *2 (E.D. Wash. May 2, 2019); *see also Loomis v. Slendertone Distrib., Inc.*, No. 19-cv-854-MMA, 2021 WL 873340, at *4 n.4 (S.D. Cal. Mar. 9, 2021) (Rule 23(e)(2) "overlap[s]" with factors Ninth Circuit had previously identified).

the same time, "settlement approval requires a higher standard of fairness and a more probing inquiry than may normally be required under Rule 23(e)" if "the parties negotiate a settlement agreement before the class has been certified." *Roes, 1–2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019) (citations omitted).

A. Plaintiffs and Interim Co-Lead Counsel Have Adequately Represented the Proposed Settlement Classes (Rule 23(e)(2)(A)).

Plaintiffs and Interim Co-Lead Counsel have prosecuted this action on behalf of the proposed Settlement Classes with vigor and dedication for the past year, with the aim of securing substantial and expeditious relief for community members affected by the Oil Spill. *See* Fed. R. Civ. P. 23(e)(2)(A). As discussed above and in the attached declarations, Interim Co-Lead Counsel have thoroughly investigated the factual and legal issues involved, conducted substantial discovery, engaged in extensive motion practice before this Court and the Special Master Panel, and worked with experts to observe pipeline repairs and identify the proposed Classes and assess their damages. *See supra* Background § II. In particular, Plaintiffs have obtained more than 345,000 documents from Amplify, and until reaching the Settlement Agreement had been aggressively pursuing depositions of the key Amplify platform personnel before the Special Master Panel. Hazam Decl., ¶¶ 24-28. Plaintiffs have carefully navigated the complexities of pursuing their claims against Amplify while simultaneously zealously guarding Plaintiffs' and the proposed Classes' claims against the Shipping Defendants, both in this Action and in the parallel Limitation Action. *Id.*, ¶ 29.[10]

Plaintiffs have also been actively engaged in the case—each provided pertinent information about their losses, searched for and provided documents and information in response to Amplify's written discovery requests and follow-up correspondence, and regularly communicated with their counsel up to and including

[10] Amplify has also served substantial discovery on the Plaintiffs, with Plaintiffs producing more than 17,000 documents in discovery.

evaluating and approving the proposed Settlement. *Id.*, ¶ 30.

B. The Settlement Was Negotiated at Arm's Length (Rule 23(e)(2)(B)).

The Court must also consider whether "the proposal was negotiated at arm's length. FRCP 23(e)(2)(B). This "procedural concern[]" requires the Court to examine "the conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23(e), 2018 adv. comm. note. "[W]hen a settlement precedes class certification, the district court must apply an even higher level of scrutiny . . . to look for and scrutinize any subtle signs that class counsel have allowed pursuit of their own self-interests to infect the negotiations." *In re Apple*, 2022 WL 4492078, at *8 (citation omitted). There is "no better evidence" of "a truly adversarial bargaining process . . . than the presence of a neutral third party mediator." 4 William B. Rubenstein, *Newberg on Class Actions* § 13:50 (5th ed. Dec. 2021 update) ("*Newberg*").

Here, the Parties engaged in vigorous and contested settlement negotiations with the aid of Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.), both "neutral and experienced mediators." *Baker v. SeaWorld Ent., Inc.*, 2020 WL 4260712, at *6 (S.D. Cal. July 24, 2020). The Parties' formal mediation session with the two mediators on June 2, 2022, did not result in a settlement. Hazam Decl., ¶ 31. The Parties continued informal negotiations and held telephone conferences over the following months, and they were able to agree only when the mediators issued their own mediators' proposal to resolve the case. *Id.*; Phillips Decl. ¶¶ 7-8.

Proposed Settlement Class Counsel will apply for an award of attorneys' fees "separate from the approval of the Settlement, and neither [Plaintiffs nor Class Counsel] may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees." *Cheng Jiangchen v. Rentech, Inc.*, No. 17-1490, 2019 WL 5173771, at *6 (C.D. Cal. Oct. 10, 2019). Finally, no portion of the Common Funds will revert to Defendants or their

insurers. *See generally In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011). For these reasons, no signs of collusion are present here.

C. The Relief for the Classes Is Substantial (Rule 23(e)(2)(C)).

The Court must "ensure the relief provided for the class is adequate," taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed distribution plan, including the claims process; (iii) the terms of any proposed award of attorney's fees; and (iv) any agreement made in connection with the proposal, as required under Rule 23(e)(3). FRCP 23(e)(2)(C). These factors support preliminary approval.

1. The Settlement Relief Outweighs the Costs, Risks, and Delay of Trial and Appeal (Rule 23(e)(2)(C)(i)).

In order to assess "the costs, risks, and delay of trial and appeal," Rule 23(e)(2)(C)(i), the Court must "evaluate the adequacy of the settlement amount in light of the case's risks." *In re Wells Fargo & Co. S'holder Derivative Litig.*, 2019 WL 13020734, at *5 (N.D. Cal. May 14, 2019). This requires weighing "[t]he relief that the settlement is expected to provide" against "'the strength of the plaintiffs' case [and] the risk, expense, complexity, and likely duration of further litigation.'" *Id*. (citations omitted).

Here, the non-reversionary $50 million Settlement provides Settlement Class Members with substantial monetary relief. That monetary relief is augmented by very important and substantial injunctive relief targeted at preventing future oil spills. These include: installation of a new leak detection system, use of ROVs to detect pipeline movement and rapid reporting of such to authorities, an increase from one to four of the number of biannual ROV pipeline inspections, revision of oil spill contingency plans and procedures, and employee training on new plans, procedures, and spill reporting. Settlement § IV.

The above injunctive relief is included as an essential term of the Settlement Agreement with the Plaintiffs. These measures are also part of the probation

conditions set in Amplify's criminal plea agreement, which Amplify has acknowledged were included in the plea agreement in substantial part because of Plaintiffs' litigation seeking similar measures. *See* Hazam Decl. Ex. 2, Oct. 3, 2022 SMP Hr'g Tr. 22:10-19 (Amplify's Counsel noting the injunctive terms of the criminal plea agreement were driven by Plaintiffs' Complaint); *see also* Dkt. 148, ¶ 150 (Plaintiffs' March 2021 complaint, listing sought injunctive relief). On top of those measures, Amplify has agreed with Plaintiffs to injunctive relief beyond that in the criminal plea agreement, including increased staffing on the off-shore platform and control room involved with this Oil Spill, and establishment of a one-call alert system to report any threatened release of oil. Settlement § IV.

The monetary relief here is a strong result for the Class in light of the costs and risks of delay, particularly given Amplify's available funds. Amplify has approximately $200 million in liability insurance coverage for spill-related claims. Hazam Decl. Ex. 3, Oct. 3, 2022 Hr'g Tr. 20:1-7. In Amplify's Form 10-Q, Amplify disclosed that as of March 31, 2022, and inclusive of cost associated with the temporary repair of the pipeline, Amplify has incurred total aggregate gross costs of $111.2 million, of which Amplify has received or expects that it is probable that it will receive $109.0 million in insurance recoveries. Hazam Decl. Ex. 4 at 30-31. This amount does not include any costs related to this settlement or other likely costs covered by insurance. Amplify has also incurred costs since March 31, 2022 and expects to update insurance claims-related information in its Form 10-Q for its third quarter filing in early November.

The $50 million total proposed monetary relief thus represents a large portion of the amount of insurance funds that remain available to Amplify to pay claims[11]—an amount that would only decrease with time as Amplify paid ongoing

[11] *See also e.g.*, *In re Toys R Us–Del., Inc.–Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453-54 (C.D. Cal. 2014) (granting final approval to settlement providing 3% of possible recovery ($391.5 million value on exposure up to $13.05 billion)); *Reed v. 1–800 Contacts, Inc.*, No. 12–CV–02359 JM, 2014 WL 29011, at *6 (S.D. Cal. Jan. 2, 2014) (granting final approval to

litigation and other costs. Given limited insurance funds and the lack of revenue from the pipeline that has been shut down for the past year, Amplify is not likely to have substantial funds outside its insurance to satisfy a jury verdict. And while $50 million is less than the Classes' total losses, Class Members would only receive 100% of their damages if they succeeded at every stage of litigation, including appeal—at which point they could still find themselves with no recovery. The "very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes." *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 322 (N.D. Cal. 2018) (quoting *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)). *See id.* ("Estimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years).") (citation omitted). Plus, Class Members remain free to pursue (and are pursuing) their remaining damages against the Shipping Defendants.

The reasonableness of the proposed Settlement is clear in light of the uncertainty of victory and significant delay from continued litigation. If Plaintiffs continue litigating their claims against Amplify, they face the gauntlet of prevailing on class certification, *Daubert*, summary judgment, liability and damages at trial, and inevitable appeal. Each of these would be hotly contested. Amplify would also likely seek to shift liability onto the other defendants in this case.

Perhaps most importantly, any victory at trial that survived appeal would be years away. In *Andrews v. Plains All American Pipeline, L.P.* ("*Plains*"), No. 2:15-cv-04113-PSG (C.D. Cal.), a similar class action lawsuit on behalf of businesses and property owners harmed by a Southern California oil spill, the parties litigated for seven years before reaching a settlement before trial. And even if Plaintiffs secured a complete victory at trial on both liability and damages, it is a near

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settlement providing 1.7% of possible recovery (net settlement fund of $8,288,719.16, resolving claims worth potentially $499,420,000)).

certainty that Defendants would engage in "vigorous post-trial motion practices . . . and likely appeals to the Ninth Circuit—delaying any recovery for years" more. *Baker*, 2020 WL 4260712, at *7. As explained above, delay here would not only cost the Orange County community time, but potentially money, as continued litigation costs would further diminish Amplify's available insurance funds. It would also delay Amplify undertaking the additional spill-prevention steps it is taking as the injunctive relief provided in this Settlement.

Of course, Class Counsel were prepared to prosecute their clients' case through all challenges, and believe they can overcome them. Nonetheless, risks remained, and significant delays to recovery would have been inevitable. The proposed Settlement allows the affected Orange County community to obtain recovery now—within a year of the incident that caused their losses—while still pursuing further potential relief against the Shipping Defendants.

Experienced counsel's support for the proposed Settlement also weighs in favor of preliminary approval. *See Cheng Jiangchen*, 2019 WL 5173771, at *6 ("The recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement.") (citation omitted). Class Counsel strongly support the proposed Settlement. *See* Hazam Decl., ¶¶ 33-34.

In summary, the proposed Settlement offers substantial monetary relief plus important spill-prevention injunctive relief, and it avoids the uncertainty and the inevitable years-long delays the Classes would have faced if the case were successfully tried and then appealed. This reality, and the potential risks outlined above, underscore the strength of the proposed Settlement.

2. The Settlement Will Distribute Relief Effectively and Equitably to the Classes (Rules 23(e)(2)(C)(ii), 23(e)(2)(D)).

Second, the Court should consider "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member

claims." FRCP 23(e)(2)(C)(ii). "A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding." FRCP 23(e), 2018 adv. comm. note. If the Settlement is approved by the Court, Plaintiffs will submit Plans of Distribution to the Court within 30 days of preliminary approval, and also make these distribution plans available on the Settlement website. Hazam Decl., ¶ 9. As a part of the notice plan, Settlement Class Members will be instructed to review the Plans of Distribution on the website, and be afforded the opportunity to do so well before they must decide whether to object to the Settlement.

For all Settlement Classes, the Settlement Administrator will determine the amount of each Class Member payment consistent with the Plans of Distribution. To prevent double recovery, awards will be offset by payments Class Members have already received through the OPA claims process.

Approval of the Plans of Distribution is meant to be separate and distinct from the Court's approval of the Settlement Agreement, as it was in the *Plains* settlement. As a result, a Settlement Class Member might object to the Plans of Distribution, and the Settlement could nonetheless become final and effective. This helps ensure that the Settlement becomes final and effective as soon as possible.

a. Summary of Plans of Distribution

These plans will effectively distribute relief to the Classes. *See* FRCP 23(e)(2)(C)(ii). In sum, distribution of Settlement relief would be as follows:

Fisher Class: Fisher Class Members will receive checks by mail for amounts calculated based on their damages, using the same methodology (and by the same expert[s]) as recently approved in *Plains*, which involved a similarly defined Fisher Class. *See Plains*, Dkt. 979 (C.D. Cal. Sept. 20, 2022) (order granting motion for approval of plans of distribution) (hereinafter "*Plains* Order Approving Distribution Plans"). Unlike in *Plains*, however, Fisher Class Members will *not* have to file claims—all Fisher Class Members who do not opt out will be sent a check.

The Fisher Class distribution will be based upon the pro rata share and value of the catch attributable to each vessel and each fishing license, per landing records from the California Department of Fish and Wildlife (CDFW). The Fisher Class Settlement Fund (net after fees and costs) will be distributed among the Fisher Class Members proportionately, based on these landing records. The Plan will also provide for the distribution of the Fisher Class Settlement Fund to fish processors based upon CDFW landing records. This is the same Fisher Class methodology employed and approved in *Plains*. *See Plains* Order Approving Distribution Plans; *Plains*, Dkt. 951-1 (June 27, 2022) (plan of distribution for *Plains* fisher class). Calculating individualized payment amounts for the Fisher Class is economically and administratively feasible in this case because of the CDFW data.

Courts regularly approve settlement distributions varied based on the relative damages of each Class Member. *See, e.g.*, *In re Biolase, Inc. Sec. Litig.*, No. SA-CV-13-1300 JLS, 2015 WL 12720318, at *5 (C.D. Cal. Oct. 13, 2015) (approving variable pro rata distribution plan based upon relative injuries of class members); *In re Illumina, Inc. Sec. Litig.*, 2021 WL 1017295, at *4-5 (S.D. Cal. March 17, 2021) (approving plan of distribution that "correlates each Settlement Class members' recovery to . . . each Settlement Class member's Recognized Loss").

Property Class: Property Class Members will receive checks by mail for equal portions of the Property Class Settlement Fund (net after fees and costs). As in *Plains*, no Property Class Member will have to prove they had oil on their property. But unlike in *Plains*, Property Class Members will *not* have to file claims—all Property Class Members who do not opt out will be sent a check.

The proposed equal distribution to Property Class Members is reasonable, efficient, and equitable. Setting aside oiling or other physical trespass on individual Class Members' properties, all Property Class Members are similarly situated with regard to the impact of harbor and beach closures, which affected all similarly and for the same periods of time. Moreover, unlike the Fisher Class, the Property Class

has no single centralized data source like the CDFW from which to determine each member's proportional share of the aggregate damage. An equal distribution—without claims required—is simpler than the variable property class distribution in *Plains*, which required significant expert costs to calculate the proportional loss of use value of each property and administrative costs to administer a claims process. *See Plains*, Dkt. 951-2 (June 27, 2022) (plan of distribution for *Plains* property class). For the Property Class in this case, such expensive calculation and administration processes would be a larger proportion of a smaller fund, reducing the payments available to all Class Members.

Courts regularly approve settlements distributing equal payments from a common fund. *See, e.g.*, *Koenig v. Lime Crime, Inc.*, No. CV 16-503 PSG, 2018 WL 11358228, at *4 (C.D. Cal. Apr. 2, 2018) (approving payment of equal shares for portion of settlement); *S. California Gas Leak Cases*, No. BC601844, (Cal. Super. Ct. April 29, 2022) (granting final approval to settlement distributing $40 million fund equally to class of property owners affected by gas leak).[12]

Waterfront Tourism Class: Many Waterfront Tourism Class Members, like the Fisher Class, will receive checks by mail based on their share of aggregate damages for their category of business. This is true for charter boats and hotels.

For four categories of businesses among the Waterfront Tourism Class—restaurants, retail shops, surf schools, and bait and tackle businesses—Plaintiffs propose a streamlined claims process that would require these entities to submit minimal documentation demonstrating their damages in order to receive a check. Given the variability among these Class Members, it is more economical, efficient, and fair for them to submit their damages than for Plaintiffs to attempt to estimate them. *See, e.g.*, *Roberts v. AT&T Mobility LLC*, No. 15-cv-03418-EMC, Dkt. 215 at

[12] Mot. at 3, *S. California Gas Leak Cases*, No. BC601844, (Cal. Super. Ct. Mar. 28, 2022) (available at https://www.porterranchpropertyclass.com/Docs/Plaintiffs%E2%80%99%20Motion%20for%20Final%20Approval%20of%20Class%20Settlement%20and%20Plaintiffs%E2%80%99%20Motion%20for%20Attorneys%20Fees,%20Lit.pdf)

4 (N.D. Cal. Aug. 20, 2021) (granting final approval to settlement in which one group of class members received automatic payments and another had to submit claim forms); *Patti's Pitas, LLC v. Wells Fargo Merch. Servs., LLC*, No. 1:17-CV-04583 (AKT), 2021 WL 5879167, at *2 (E.D.N.Y. July 22, 2021) (same).

After the claims deadline, the Settlement Administrator will calculate the relative shares of damages for these Class Members and distribute awards pro rata.

b. The Plans of Distribution Are Fair, Reasonable, and Adequate.

Fundamentally, "[a]ssessment of a plan of allocation of settlement proceeds in a class action under [Rule] 23 is governed by the same standards of review applicable to the settlement as a whole—the plan must be fair, reasonable, and adequate." *In re Illumina,* 2021 WL 1017295, at *4 (S.D. Cal. Mar. 17, 2021) (citation omitted). The plan "need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel." *Jenson v. First Tr. Corp.*, 2008 WL 11338161, *9 (C.D. Cal. June 9, 2008).

The proposed Plans of Distribution—described in general terms here, with specific details to be provided to the Court with the Plans themselves—readily satisfy Rule 23(e)(2)(c)(ii)'s requirement that settlement funds be distributed "in as simple and expedient a manner as possible." *Hilsley v. Ocean Spray Cranberries, Inc.*, 2020 WL 520616, at *7 (S.D. Cal. Jan. 31, 2020) (quoting *Newberg*, *supra*, § 13:53). Indeed, the Plans here will be simpler and more expedient than those approved in *Plains* because almost all Class Members (except certain members of the Waterfront Tourism Class as described above (*see* Argument I., C, 2.a, *supra*) will not have to submit claims to receive funds. In addition, no settlement funds will revert to Amplify; after payment of any attorneys' fees, expenses, service awards, and notice administration, all money will be distributed to Class Members. Settlement § V.3.b. This is a "[s]ignificant[]" fact that further demonstrates the Settlement's fairness and effectiveness. *Hilsley*, 2020 WL 520616, at *7.

c. The Plans of Distribution Are Equitable.

The proposed distributions will also "treat[] class members equitably relative to each other." FRCP 23(e)(2)(D). Relevant considerations include "whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." FRCP 23(e)(2), 2018 adv. comm. note. The release in the Settlement affects all Class Members equally. Settlement § VIII.

As noted above, the Plans of Distribution apportion relief among each proposed Class equitably, considering the relative harm to each Class Member where feasible, and employing common distribution arrangements well in line with prior settlement approvals in this Circuit. *See Plains*, Order Approving Distribution Plans; *In re Biolase*, 2015 WL 12720318, at *5; *Illumina*, 2021 WL 1017295, at *4-5; *Koenig*, 2018 WL 11358228, at *4. Allocation of funds *between* the three classes is also equitable, reflecting both relative amounts of damages as estimated by expert analysis to date, and likelihood of recovery given relative strength of claims. *See Jenson,* 2008 WL 11338161, at *10 (approving distinctions in plan of allocation as reasonably reflecting likelihood of recovery of subgroups within the class). While Plaintiffs believe all three Classes will prevail against the non-Amplify defendants, unlike the Waterfront Tourism Class, the Fisher Class and Property Class to varying degrees benefit from the precedents in *Plains* certifying substantially similar classes, and admitting the testimony of the same experts that Plaintiffs may use here to prove class-wide liability damages for those two classes. *See Plains*, 2017 WL 10543402, at *1 (C.D. Cal. Feb. 28, 2017) (certifying fisher class, denying certification of property and tourism classes); *Plains*, Dkt. 454 (C.D. Cal. Apr. 17, 2018) (certifying renewed motion to certify property class); *Plains*, 2020 WL 3105425, at *6 (C.D. Cal. Jan. 16, 2020) (denying motion to decertify property class and to exclude fisher and property class experts). The mediators also found

that the allocation "fairly divides the Settlement among the three putative classes." Phillips Decl., ¶¶ 9-11.

d. Plaintiffs Will Request Reasonable Service Awards for Class Representatives.

Plaintiffs intend to request service awards of up to $10,000 each to compensate the Class Representatives for the time and effort they spent pursing the matter on behalf of the Class, including participating in discovery and settlement. Hazam Decl. ¶¶ 30, 35. Such awards "are fairly typical in class action cases." *Rodriguez v. W. Publ'g. Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). "So long as they are reasonable, they can be awarded." *In re Apple*, 2022 WL 4492078, at *13 (rejecting objections that service awards were inequitable); *see also Illumina*, 2021 WL 1017295, at *8 (granting $25,000 service award as reasonable). Plaintiffs' motion for an award of attorneys' fees and service awards will detail this time and effort.

3. Settlement Class Counsel Will Seek Reasonable Attorneys' Fees and Expenses (Rule 23(e)(2)(C)(iii)).

The terms of Interim Co-Lead Counsel's "proposed award of attorney's fees, including timing of payment," are also reasonable. *See* FRCP 23(e)(2)(C)(iii). Interim Co-Lead Counsel will move the Court for an award of attorneys' fees of up to 25% of each Common Fund (or $12.5 million). "[C]ourts typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award." *In re Bluetooth*, 654 F.3d at 942 (citation omitted). Interim Co-Lead Counsel's fee request will be supported by their lodestar in the matter, and Plaintiffs will provide lodestar and expense figures when they move for attorneys' fees and costs. Plaintiffs will also seek reimbursement of litigation expenses. Hazam Decl. ¶ 36.

Plaintiffs will file their motion for attorneys' fees and expenses (along with Plaintiffs' request for service awards) sufficiently in advance of the deadline for Class Members to object to the request. The motion will be available on the Settlement Website. Class Members will thus have the opportunity to comment on

or object to the fee application prior to the hearing on final settlement approval, as the Ninth Circuit and Rule 23(h) require. *See In re Volkswagen "Clean Diesel" Mktg., Sales Practices & Prods. Liab. Litig.*, 895 F.3d 597, 614–15 (9th Cir. 2018).

As with the Plans of Distribution, Plaintiffs' request for reasonable attorneys' fees and expenses, and for service awards for the Class Representatives, is meant to be separate and distinct from the Court's approval of the Settlement Agreement to help ensure that the Settlement becomes final and effective as soon as possible. As a result, a Class member might object regarding attorneys' fees, expenses, or service awards, and the Settlement could nonetheless become final and effective.

4. No Other Agreements Exist.

Finally, Plaintiffs must identify any agreements "made in connection with the proposal" besides the Settlement itself. FRCP 23(e)(2)(C)(iv), 23(e)(3). Plaintiffs have not entered into any such agreements.

II. The Court Should Certify the Settlement Classes Upon Final Approval.

When a settlement is reached before certification, a court must determine whether to certify the settlement class. *See, e.g.*, *Manual for Compl. Litig.,* § 21.632 (4th ed. 2014); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997). Class certification is warranted when the requirements of Rule 23(a) and at least one subsection of Rule 23(b) are satisfied. Certification of the Settlement Class is warranted here. *See Plains*, 2017 WL 10543402, at *20 (C.D. Cal. Feb. 28, 2017) (certifying similar fisher litigation class); *Plains*, 2018 WL 2717833, at *12 (C.D. Cal. Apr. 17, 2018) (certifying similar property litigation class).[13]

A. The Requirements of Rule 23(a) Are Satisfied.

Numerosity. Rule 23(a)(1) requires that "the class is so numerous that joinder of all members is impracticable." FRCP 23(a)(1). This is satisfied here,

[13] The certified classes in *Plains* survived an interlocutory appeal under Rule 23(f) and three motions for decertification. *See* Hazam Decl. Ex. 5 (23(f) fisher class denial); Ex. 7 (23(f) property class denial); Exs. 7-11 (orders denying decertification).

because each Class contains over one thousand Class Members. Keough Decl., ¶ 23.

Commonality. Rule 23(a)(2) requires that there be one or more questions common to the class. Commonality "does not turn on the number of common questions, but on their relevance to the factual and legal issues at the core of the purported class' claims." *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014). This case raises multiple common questions, including whether Amplify acted negligently in operating and maintaining its Pipeline, and whether Amplify utilized adequate training, staffing and safety measures and systems.

Typicality. Under Rule 23(a)(3), a plaintiff's claims are "typical" if they are "reasonably coextensive with those of absent class members; they need not be substantially identical." *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir. 2014) (citation omitted). Plaintiffs' claims and those of the Settlement Classes each represents are based on the same course of conduct and the same legal theories. Moreover, the Plaintiffs representing each Settlement Class suffered the same types of alleged harm as the Class Members they seek to represent.

Adequacy of Representation. Rule 23(a)(4)'s adequacy inquiry asks "(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1031 (9th Cir. 2012) (citation omitted). Interim Co-Lead Class Counsel have extensive experience litigating and resolving class actions, and are well qualified to represent the Settlement Classes. *See* Dkt. 38 (appointing Interim Co-Lead Counsel after considering, in part, their "[e]xperience handing class action sand other complex litigation"). Interim Co-Lead Class Counsel have vigorously prosecuted this action on behalf of the Settlement Classes, including engaging in substantial motions practice and extensive investigation and discovery, developing experts, participating in mediation, and negotiating the proposed Settlement. *See supra*

Background § II; Argument § I.A. They will continue to protect their interests.

Likewise, Plaintiffs have demonstrated their commitment to the Settlement Classes, including by providing pertinent information about their losses, searching for and providing documents and information in response to Amplify's discovery requests, regularly communicating with their counsel about the case, and reviewing and approving the proposed Settlement. Hazam Decl., ¶¶ 30, 35.

Finally, Plaintiffs' and Interim Co-Lead Class Counsel's interests are aligned with and not antagonistic to the interests of the Settlement Classes, with whom they share an interest in obtaining relief from Amplify for the alleged violations.

B. The Requirements of Rule 23(b)(3) Are Satisfied.

In addition to the requirements of Rule 23(a), at least one of the prongs of Rule 23(b) must be satisfied. Plaintiffs seek certification under Rule 23(b)(3), which requires that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy."

Predominance. "The predominance inquiry 'asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.'" *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted). The Ninth Circuit favors class treatment of claims stemming from a "common course of conduct," like those alleged from the Oil Spill in this case. *See In re First All. Mortg. Co.*, 471 F.3d 977, 989 (9th Cir. 2006). Common questions predominate here. The Settlement Class Members' claims all arise under the same laws and the same alleged conduct. The questions that predominate include whether Amplify acted negligently in maintaining and operating its Pipeline, utilized adequate training, staffing, and safety measures and systems; and omitted material facts concerning the safety of the Pipeline. Moreover, under the proposed Settlement, there will not

need to be a class trial, meaning there are no potential concerns about any individual issues, if any, creating trial inefficiencies. *See Amchem Prods.,* 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems … for the proposal is that there be no trial.").

Superiority. Rule 23(b)(3)'s superiority inquiry calls for a comparative analysis of whether a class action is "superior to other available methods for the fair and efficient adjudication of the controversy." *Id.* at 615; *see also Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) ("The purpose of the superiority requirement is to assure that the class action is the most efficient and effective means of resolving the controversy."). Class treatment is superior to other methods for the resolution of this case, particularly given the relatively small amounts of alleged damages for each individual Class Member. Moreover, Settlement Class Members remain free to exclude themselves if they wish to do so.

III. The Proposed Notice Program Complies with Rule 23 and Due Process.

Before a class settlement may be approved, the Court "must direct notice in a reasonable manner to all class members who would be bound by the proposal." FRCP 23(e)(1)(B). "Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." *Khoja v. Orexigen Therapeutics, Inc*., 2021 WL 1579251, at *8 (S.D. Cal. Apr. 22, 2021) (quotation marks omitted). "[N]either Rule 23 nor the Due Process Clause requires actual notice to each individual class member." *In re Apple*, 2022 WL 4492078, at *5 (citation omitted).

The proposed notice program here meets the standards of the Federal Rules and Due Process. The notice program includes direct notice via first class mail to all identifiable Class Members; a robust and targeted social media notice campaign; a Settlement Website where Settlement Class Members can view the Settlement, the

Long-Form Notice, other key case documents, and submit claims electronically;[14] and a Toll-Free Number. Pursuant to Rule 23(c)(2)(B), the proposed forms of notice (*see* Keough Decl., Exs. B-J) provide information about the case, the Settlement, and the right and options of Class Members in clear and concise terms.

IV. The Court Should Schedule a Fairness Hearing and Related Dates.

The next steps are to give notice to Class Members, submit the proposed Plan of Distribution for the Court's review and post it on the Settlement website, allow Class Members to file objections, and hold a Fairness Hearing. The Parties propose the following schedule also set forth in the concurrently filed proposed Order:

Last Day for the Plaintiffs to file Plan of Distribution	**30 days after Preliminary Approval**
Notice to be Completed	**60 days after Preliminary Approval**
Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Interim Co-Lead Counsel to file Application for Fees and Expenses and for Service Awards	**70 days after Preliminary Approval**
Last day to file Objections or Opt-Out Requests	**90 days after Preliminary Approval**
Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	**100 days after Preliminary Approval**
Final Approval Hearing	**140 days after Preliminary Approval**

CONCLUSION

Plaintiffs respectfully request that the Court: (1) determine under Rule 23(e)(1) that it is likely to approve the Settlement and certify the Settlement Classes; (2) appoint Interim Co-Lead Counsel as Interim Settlement Class Counsel to conduct the necessary steps in the Settlement approval process; (3) direct notice

[14] As discussed, only restaurants, retail shops, surf schools, and bait and tackle businesses will need to submit claims. Those entities that meet the class definition will receive notice with unique identification numbers that will permit them to access the online claims portal. *See* Keough Decl., ¶ 40. If any such businesses believe that they are qualifying members of the Waterfront Tourism Class but did not receive a notice with a unique identification number, the website instructs them to contact the notice provider to demonstrate eligibility.

to the Classes through the proposed notice program; and (4) schedule a Fairness Hearing in connection with the final approval of the Settlement pursuant to Rule 23(e)(2).

Dated: October 17, 2022

Respectfully submitted,

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Lexi J. Hazam

/s/ Wylie A. Aitken
Wylie A. Aitken

/s/ Stephen G. Larson
Stephen G. Larson

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

DECLARATION OF WYLIE A. AITKEN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL AND AS TO FORTHCOMING SIGNATURE ON THE SETTLEMENT AGREEMENT

Judge: Hon. David O. Carter
Date: November 16, 2022
Time: 1:00 pm PDT
Courtroom: 10A

I, Wylie A. Aitken, declare:

1. I am an attorney duly licensed to practice law before this Court and am a partner of the law firm of Aitken✦Aitken✦Cohn, counsel of record for BONGOS III SPORTFISHING LLC ("Bongos III") in this action. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e) and as an addendum to the Class Settlement Agreement and Release, dated October 17, 2022 ("Settlement Agreement") between Plaintiffs and Defendants Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company (collectively "Amplify"). If called as a witness, I could and would competently testify to all facts herein.

2. I am one of the attorneys appointed by the Court to serve as Interim Co-Lead Counsel representing Plaintiffs and the proposed classes in this action.

3. Plaintiffs and Amplify reached agreement on material terms to class-wide settlement on August 25, 2022. Interim Co-Lead Counsel and counsel for Amplify have been diligently working to finalize the Settlement Agreement since that time. The Settlement Agreement was finalized on Friday, October 14, 2022.

4. That same day, my office contacted Bongos III, advising that the final Settlement Agreement would be forthcoming and would require Bongos III's signature. We were advised by Bongos III employee Rachel Vernes that Michael Mongold, owner of Bongos III, was on a chartered business fishing trip and would not be returning to consistent cell service until Tuesday, October 18, 2022.

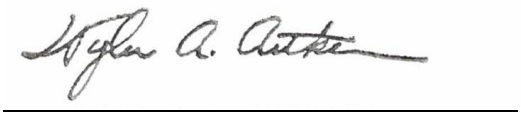
5. Mr. Mongold is able to make sporadic phone calls but unable to receive a written copy of the Settlement Agreement via electronic means. Accordingly, Mr. Mongold has been unable to attach his signature to the finalized agreement. No other person is authorized to sign on Bongos III's behalf.

6. On October 16, 2022, my office confirmed verbally with Mr. Mangold that Mr. Mongold agrees to the terms of the Settlement Agreement.

7. On October 17, 2022, my office confirmed that Mr. Mongold is still unable to receive an electronic copy of the Settlement Agreement because he out of cell service. My office furthermore confirmed that Mr. Mongold will return on the evening of Tuesday, October 18, 2022, at which time he will have the ability to review and sign the Settlement Agreement.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed this 17th day of October 2022 in Santa Ana, California.



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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

DECLARATION OF LAYN R. PHILLIPS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND DIRECTION OF NOTICE UNDER RULE 23(E)

Judge: Hon. David O. Carter
Date: November 16, 2022
Time: 1:00 pm PDT
Courtroom: 10A

I, LAYN R. PHILLIPS, declare under penalty of perjury as follows:

1. I submit this Declaration in my capacity as a mediator in the above-captioned action and in connection with the proposed settlement of claims against the Defendants in the above-captioned class action (the "Settlement"). Retired Judge Sally Shushan also served as a mediator in this action.

2. The parties' mediation was conducted in confidence and under my supervision. All participants in the mediation and negotiations executed a confidentiality agreement indicating that the mediation process was to be considered settlement negotiations for the purpose of Rule 408 of the Federal Rules of Evidence, protecting disclosure made during such process from later discovery, dissemination, publication and/or use in evidence. By making this declaration, neither I nor the parties waive in any way the provisions of the confidentiality agreement or the protections of Rule 408. While I cannot disclose the contents of the mediation negotiations, the parties have authorized me to inform the Court of the procedural and substantive matters set forth below to be used in support of approval of the Settlement. Thus, without in any way waiving the mediation privilege, I make this declaration based on personal knowledge and I am competent to testify as to the matters set forth herein.

3. I am a former U.S. District Judge, a former United States Attorney, and a former litigation partner with the firm of Irell & Manella LLP. I currently serve as a mediator and arbitrator with my own alternative dispute resolution company, Phillips ADR Enterprises ("PADRE"), which is based in Corona Del Mar, California.

4. Over the past 25 years, I have served as a mediator and arbitrator in connection with many large, complex cases such as this one.

5. On June 2, 2022, Interim Co-Lead Counsel and the Amplify Defendants participated in a full-day mediation session before me. The participants included (i) Interim Co-Lead Counsel Wylie Aitken of Aitken, Aitken, Cohn; Lexi Hazam of Lieff Cabraser Heimann & Bernstein LLP; and Stephen Larson of Larson

LLP, as well as other lawyers on the plaintiffs' side, including insurance counsel; (ii) in-house representatives for the Amplify Defendants; and (iii) the Amplify Defendants outside counsel at Kirkland & Ellis LLP, and counsel for Amplify's insurers. In advance of the mediation session, the parties exchanged and submitted detailed mediation statements and supporting exhibits addressing liability and damages, including expert reports, rebuttal declarations, and rebuttal expert reports. During the mediation, counsel for each side presented arguments regarding their clients' positions. The work that went into the mediation statements and competing presentations and arguments was substantial.

6. During the mediation session, I engaged in extensive discussions with counsel in an effort to find common ground between the parties' respective positions. During these discussions, I challenged each side separately to address the weaknesses in each of their positions and arguments. In addition to vigorously arguing their respective positions, the parties exchanged settlement demands and offers. However, the parties were not able to reach agreement during the first mediation session.

7. Despite being unable to reach any agreement at the first mediation session, I urged the parties to continue the discussion, owing to the significant progress made at the mediation. The parties and mediators engaged in teleconferences over the weeks and months following the mediation. They continued to discuss their views on the recoverable damages in this case, as well as the assumptions and considerations that formed the basis of their calculations of damages.

8. On August 22, 2022, the mediators made a mediators' proposal, which the parties accepted on August 23, 2022.

9. Although I cannot disclose specifics regarding the participants' positions, there were many complex issues that required significant thought and practical solutions, including the relative strengths and weaknesses of each putative

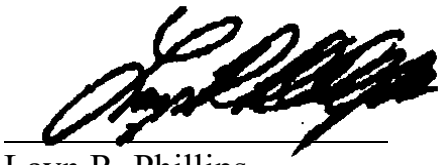
class's liability case, the strength and weaknesses of each putative class's claims for damages, and how to divide the settlement fairly among the three putative classes.

10. Throughout the mediation process, the negotiations between the parties were vigorous and conducted at arm's-length and in good faith.

11. Based on my experience as a litigator, a former U.S. District Judge and a mediator, I believe that the Settlement represents a recovery and outcome that is reasonable and fair for the settlement classes and all parties involved, and fairly divides the Settlement among the three putative classes. I further believe it was in the best interests of the parties that they avoid the burdens and risks associated with taking a case of this size and complexity to trial, particularly given Amplify's available insurance and financial position. I strongly support the Court's approval of the Settlement in all respects.

12. Lastly, all counsel displayed the highest level of professionalism in zealously and capably representing their respective clients.

I declare under penalty of perjury that the foregoing facts are true and correct and that this declaration was executed this 13th day of October, 2022.



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Interim Co-Lead Counsel for Plaintiffs and the Proposed Classes

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

DECLARATION OF LEXI HAZAM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

Judge: Hon. David O. Carter
Date: November 16, 2022
Time: 1:00 pm PDT
Courtroom: 10A

I, Lexi J. Hazam, declare and say that:

1. I am an attorney at law licensed to practice before all the courts of the State of California, including the Central District of California. I am a partner with the law firm of Lieff Cabraser Heimann & Bernstein, LLP ("LCHB") and one of the attorneys appointed as Interim Co-Lead Counsel to represent Plaintiffs in this matter. I respectfully submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e). I have personal knowledge of the facts set forth in this declaration, and could and would testify competently to them if called upon to do so.

Case Background and Summary of the Settlement

2. This litigation arises from an oil spill off the Orange County, California coastline that began on October 1, 2021 when the San Pedro Bay Pipeline ruptured. At least 25,000 gallons of crude oil were released into the Pacific Ocean, and crude oil from the Oil Spill washed ashore in Huntington and Newport Beach. The Oil Spill closed hundreds of square miles of marine waters to fishing and dozens of miles of shoreline; clean-up efforts included more than one thousand people and lasted weeks. Amplify owns and operates the San Pedro Bay Pipeline.

3. The Oil Spill damaged the local economy's beaches, harbors, and properties; caused closures to commercial fisheries; and harmed waterfront businesses that depend on the local waters and coastline for their livelihood.

4. Seeking to recover for these damages, Plaintiffs brought claims against Amplify on behalf of proposed classes of commercial fishers, property owners, and waterfront tourism businesses impacted by the spill (collective, the "Settlement Classes"). Additionally, Plaintiffs brought class claims against Shipping Defendants related to two container ships that allegedly struck and dragged the pipeline with their anchors, causing damage that led to the spill.

5. After a year of intensive litigation, Plaintiffs and Amplify have reached an agreement to settle Plaintiffs' claims against Amplify on a class-wide basis.

6. Plaintiffs will continue to vigorously seek substantial recoveries from the Shipping Defendants.

Material Terms of the Settlement

7. Under the proposed Settlement, Amplify will pay a total of $50 million into non-reversionary common funds (one for each Class), from which payments will be made to Settlement Class Members.

8. No portion of the combined $50 million will revert to Amplify. After deduction of notice-related costs and any Court-approved award of attorneys' fees, reimbursement of litigation expenses, and service awards to Class Representatives, the monies will be distributed to the members of the Settlement Classes in accordance with Plans of Distribution to be submitted to, and approved by, the Court.

9. If the Settlement is approved by the Court, Plaintiffs will submit Plans of Distribution to the Court within 30 days of preliminary approval, and also make these distribution plans available on the Settlement website. As a part of the notice plan, Settlement Class Members will be instructed to review the Plans of Distribution on the case website. Settlement Class Members will be afforded the opportunity to review these plans well before they must decide whether to object to the Settlement.

10. For all Settlement Classes, the Settlement Administrator will determine the amount of each Settlement Class Member payment consistent with the Plans of Distribution. To prevent double recovery, awards to members of all Settlement Classes will be offset by payments Settlement Class Members have already received through the OPA claims process.

11. Amplify has also agreed to significant injunctive relief to help prevent and address future spills, both as terms of the proposed Settlement Agreement with Plaintiffs and as conditions of Amplify's criminal plea agreement with the United States Attorney, the latter of which were spurred in significant part by Plaintiffs' pursuit of civil litigation, and originally sought in Plaintiffs' complaint.

12. These injunctive relief include installation of a new leak detection system, use of ROVs to detect pipeline movement and rapid reporting of such to federal and state authorities, an increase from one to four in the number of biannual ROV pipeline inspections, revision of oil spill contingency plans and procedures, and employee training on new plans, procedures, and spill reporting.

13. On top of those measures, Amplify has agreed with Plaintiffs to injunctive relief beyond that included in the criminal plea agreement, including increased staffing on the off-shore platform and control room involved with this Oil Spill, and the establishment of a one-call alert system to report any threatened release of hazardous or pollutant substances.

Plaintiffs and Settlement Class Counsel's Vigorous Advocacy

14. Plaintiffs and their counsel have vigorously prosecuted this action on behalf of the Settlement Classes, including, *inter alia*, substantial motions practice, conducting extensive investigation and discovery, engaging experts, participating in mediation, and negotiating the proposed Settlement.

A. Procedural history and motion briefing

15. In the days following the Oil Spill in early October 2021, Plaintiffs began filing lawsuits arising from the spill. On December 20, 2021, this Court consolidated many of those cases into this lead case, *Gutierrez et al. v. Amplify Energy Corp. et al.*; appointed Wylie A. Aitken of Aitken Aitken Cohn, Lexi J. Hazam of Lieff, Cabraser, Heimann & Bernstein LLP, and Stephen Larson of Larson, LLP as Interim Co-Lead Counsel (hereinafter "Settlement Class Counsel"); and administratively closed all other related cases.

16. Plaintiffs filed their Consolidated Amended Complaint on January 28, 2022. *See* Dkt. 102. Plaintiffs then filed their First Amended Consolidated Amended Complaint on March 21, 2022. *See* Dkt. 148.

17. Plaintiffs brought class claims for strict liability under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, under the Oil Pollution Act of 1990 ("OPA"), and under common law for ultrahazardous activities, negligence, public nuisance, negligent interference with prospective economic advantage, trespass, continuing private nuisance, and a permanent injunction. Plaintiffs also brought a claim for violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq*.

18. On March 23, 2022, Amplify moved to dismiss Plaintiffs' First Amended Consolidated Amended Complaint, seeking dismissal of all of Plaintiffs' state law claims. Plaintiffs opposed, and the motion was fully briefed on May 31, 2022. *See* Dkts. 151, 225, and 250.

19. On March 31, 2022, certain Shipping Defendants (the "Limitation Action Parties") filed, in separate actions that were transferred before this Court, Complaints for Exoneration from, or Limitation of, Liability under the Limitation of Liability Act of 1851.

20. After briefing by all parties and a hearing, this Court stayed Plaintiffs' claims against the Limitation Action Parties, as well as certain of Amplify's claims against the Limitation Action Parties. The Court consolidated the limitation actions into *In the Matter of the Complaint of Dordellas Finance Corp., et al.*, No. 2:22-cv-02153-DOC-JDE (the "Limitation Action").

21. Notwithstanding the stay in against the Limitation Action Parties, Plaintiffs' claims against Amplify proceeded. The Court also ordered that discovery be coordinated between this case and the Limitation Action, and set a schedule for Limitation Action notice, claims, and other requirements.

22. On September 27, 2022, all Parties stipulated to Plaintiffs filing a Second Amended Consolidated Class Action Complaint, and to Amplify filing a Second Amended Third-Party Complaint, which this Court granted on October 3, 2022. Those complaints, now the operative complaints, were filed on October 4-5, 2022.

B. Thorough fact investigation and discovery

23. Plaintiffs and Amplify have engaged in a significant amount of discovery in the year since this litigation began.

24. As part of the Electronically-Stored Information ("ESI") protocol, the Parties negotiated search protocols that involved lengthy negotiations on ESI parameters, including custodians, search terms, and non-custodial data sources. Through this process the Parties exchanged dozens of hit reports and sought guidance regarding disputes from the Special Masters Panel. Plaintiffs collected 8 GB of data for search and review in response to Amplify's three sets of requests for production of documents.

25. Plaintiffs have obtained more than 345,000 documents from Amplify and Plaintiffs have produced more than 17,000 documents to Amplify. Cumulatively, Plaintiffs and Amplify have reviewed and exchanged more than 362,000 documents, including numerous highly technical documents, Shoreline Cleanup Assessment Technique data, and data sets relating to pipeline integrity, The Parties also negotiated stipulations related to the removal and preservation of the pipeline (Dkt. 97) and to obtain data from the California Department of Fish and Wildlife (Dkts. 301, 309), both of which involved briefing disputed issues to the Special Master Panel.

26. In advance of the mediation, Plaintiffs and Amplify prioritized discovery related to damages. Plaintiffs engaged some of the same experts that survived *Daubert* challenges in similar litigation, *Andrews v. Plains All American Pipeline, L.P.*, No. 2:15-cv-04113-PSG (C.D. Cal.), a similar class action lawsuit

on behalf of businesses and property owners harmed by a Southern California oil spill. These experts include a renowned oil fate and transport expert, an expert in the field of real estate damages, an economist, and a marine scientist, who submitted confidential preliminary reports for purposes of the mediation to support Plaintiffs' claims and damages.

27. Interim Co-Lead Class Counsel have thoroughly investigated and researched the factual and legal issues involved, conducted substantial discovery, engaged in motion practice before this Court and the Special Masters Panel, and engaged and worked with experts to identify the proposed Classes and assess their damages.

28. Until reaching the Settlement Agreement, Plaintiffs had been pursuing depositions of the key personnel aboard Amplify's Elly oil processing platform (where alarms sounded when the pipeline ruptured) before the Special Masters Panel.

29. Plaintiffs and their counsel have carefully navigated the complexities of pursuing their claims against Amplify while simultaneously zealously guarding Plaintiffs' and the proposed Classes' claims against the Shipping Defendants, both in this Action and in the parallel Limitation Action.

30. In their role as representatives of the proposed classes, Plaintiffs have demonstrated their commitment to the Settlement Classes, including by providing pertinent information about their losses, searching for and providing documents and information in response to Amplify's discovery requests, regularly communicating with their counsel about the case, and reviewing and approving the proposed Settlement.

C. Arm's length settlement negotiations

31. The proposed Settlement is the product of hard-fought, arm's length negotiations. On June 2, 2022, the Parties participated in a formal mediation session with Hon. Layn Phillips (Ret.) and Hon Sally Shushan (Ret.). That session did not

result in a settlement. The Parties continued informal negotiations and held telephone conferences over the following months. On August 22, 2022, the mediators made a mediator's proposal that the Parties ultimately accepted on August 23, 2022. On August 24, 2022, Amplify and Plaintiffs informed the Court that they had reached a tentative settlement.

32. Since reaching an agreement in principle, the Parties have worked diligently to draft the Settlement Agreement, notices, and other settlement exhibits, and to select the proposed Settlement Administrator.

The Recommendation of Interim Co-Lead Counsel

33. Based on my experience and knowledge about the facts and issues in this case, I believe that the Settlement reached in this litigation represents a fair, reasonable, and adequate result for, and is in the best interests of, the Settlement Class Members. Here, Class Counsel strongly support the proposed Settlement.

34. The proposed Settlement offers substantial monetary relief plus very important spill-prevention injunctive relief, and avoids the uncertainty and the inevitable years-long delays the Settlement Classes would have faced if the case were successfully tried and then appealed. This reality, and the potential risks outlined above, underscore the strength of the proposed Settlement

35. If the Court grants preliminary approval to the Settlement, Plaintiffs will request service awards of up to $10,000 each to compensate the Class Representatives for the time and effort they spent pursing the matter on behalf of the Class, including participating in discovery and settlement.

36. Interim Co-Lead Counsel will also move the Court for an award of attorneys' fees of up to 25% of each Common Fund ($12.5 million in total) and seek reimbursement of litigation expenses, which have included, among other things, expert witness costs and discovery costs, including Special Master Panel costs.

Documents in Support of Preliminary Approval

37. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Settlement Agreement (including the exhibits thereto) entered into by Plaintiffs and Amplify in this case.

38. Attached hereto as **Exhibit 2** is a true and correct copy of the transcript for the October 3, 2022 Hearing before the Special Masters Panel.

39. Attached hereto as **Exhibit 3** is a true and correct copy of the transcript for the October 3, 2022 Hearing before the Court.

40. Attached hereto as **Exhibit 4** is a true and correct copy of Amplify's August 3, 2022, Form 10-Q.

41. Attached hereto as **Exhibit 5** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 19-80167, Dkt. 3 (9th Cir. July 27, 2020).

42. Attached hereto as **Exhibit 6** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 18-80054, Dkt. 4 (9th Cir. June 27, 2018).

43. Attached hereto as **Exhibit 7** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 2:15-cv-04113, Dkt. 630 (C.D. Cal. Jan. 28, 2020).

44. Attached hereto as **Exhibit 8** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 2:15-cv-04113, Dkt. 714 (C.D. Cal. May 21, 2020).

45. Attached hereto as **Exhibit 9** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 2:15-cv-04113, Dkt. 874 (C.D. Cal. June 22, 2021).

46. Attached hereto as **Exhibit 10** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 2:15-cv-04113, Dkt. 624 (C.D. Cal. Jan. 16, 2020).

47. Attached hereto as **Exhibit 11** is a true and correct copy of *Andrews v. Plains All Am. Pipeline*, 2:15-cv-04113, Dkt. 720 (C.D. Cal. June 20, 2020).

I declare under penalty of perjury that the foregoing facts are true and correct and that this declaration was executed this 17th day of October, 2022.

Lexi J. Hazam

EXHIBIT 1

SETTLEMENT AGREEMENT

The undersigned Parties hereby stipulate and agree, subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), that this Action, as defined herein below, shall be settled pursuant to the terms and conditions set forth in this Settlement Agreement.

ARTICLE I – RECITALS

1. WHEREAS, Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (collectively, "Defendants" or "Amplify") are defendants in this Action;

2. WHEREAS, named plaintiffs and putative Fisher Class Representatives in this Action are Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust, John Crowe, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc.

3. WHEREAS, named plaintiffs and putative Property Class Representatives in this Action are John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran.

4. WHEREAS, named plaintiffs and putative Waterfront Tourism Class Representatives in this Action are Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey's Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman.

5. WHEREAS, the Class Representatives allege that in the early morning hours of January 25, 2021, the *MSC Danit* and *M/V Beijing* chose to remain "at anchor" during a storm, and as a result drifted erratically while dragging their respective anchors across the ocean floor, repeatedly crossing over Amplify's P00547 Pipeline while their anchors and/or anchor chains

became entangled with and/or struck the Pipeline, severely weakening and/or cracking the concrete casing protecting the Pipeline, and displacing a 4,000-foot section 105 feet;

6. WHEREAS, in addition to their allegations against the Shipping Defendants, the Class Representatives allege that an oil spill in October 2021 from Amplify's P00547 Pipeline in San Pedro Bay caused damage to commercial fishers and processors, real property owners, and certain businesses, and seek to recover on behalf of themselves and a class of similarly situated persons;

7. WHEREAS, Defendants deny those allegations and assert that on January 25, 2021, two containerships, the MSC *Danit* and *M/V Beijing*, dragged their anchors and struck Amplify's P00547 Pipeline, causing the oil spill. Defendants also allege that the MSC *Danit* and *M/V Beijing*, and their owners, managers, operators, charters, captains, and crews, and the Marine Exchange, the entity charged with monitoring and directing vessel traffic in San Pedro Bay, failed to alert Defendants of the anchor-dragging incidents and caused and continued to cause Defendants significant and substantial harm;

8. WHEREAS, Plaintiffs have alleged Classes, the composition and duration of which they believe to encompass virtually all potentially recoverable damages to community members arising from the oil spill;

9. WHEREAS, the Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions, including through extensive mediation submissions and formal and informal discussions with mediators, and receipt and review of substantial document productions and written discovery;

10. WHEREAS, the Parties engaged in a formal mediation session with mediators Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.) in June 2022, and in subsequent

discussions with the mediators thereafter;

11. NOW, THEREFORE, the Parties stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement; for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and subject to the approval of the Court, this Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions:

ARTICLE II – DEFINITIONS

As used in this Settlement Agreement and its exhibits, the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

1. "Action" means the action styled *Gutierrez, et al., v. Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company*, Case No. SA 21-CV-1628-DOC-JDE pending in the U.S. District Court for the Central District of California, with the exception of any claims either Amplify or Putative Class Members have against any Shipping Defendants, including those in Case Nos. 22-CV-03463 and 22-CV-2153.

2. "CAFA Notice" means the notice intended to comply with the requirements imposed by the Class Action Fairness Act, 28 U.S.C. § 1715, as described in Article VI.3.

3. "Class Representatives" means the putative Fisher Class Representatives, Property Class Representatives, and Waterfront Tourism Class Representatives.

4. "Common Funds" means the Fisher Class Common Fund, Property Class Common Fund, and Waterfront Tourism Fund.

5. "Court" means the U.S. District Court for the Central District of California.

6. "Defendants" means Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company.

7. "Effective Date" means the date on which the Court's Final Approval Order is Final.

8. "Fees and Costs" means all fees and costs as described in Article V.3.a.

9. "Final" means that the Final Approval Order has been entered on the docket in the Action, and (a) the time to appeal from such order has expired and no appeal has been timely filed; or, (b) if such an appeal has been filed, it has been resolved finally and has resulted in an affirmance of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving settlement on the terms set forth herein, and either the time to appeal from such further order or orders has expired and no further appeal has been taken from such order(s) or any such appeal results in affirmation of such order(s). Neither the pendency of the Court's consideration of the Plans of Distribution, any application for attorneys' fees and costs, or any application for service awards, nor any appeals from the Court's order(s) approving those matters, nor the pendency of the implementation of the Plans of Distribution, shall in any way delay or preclude the Final Approval Order from becoming Final.

10. "Final Approval Hearing" means the hearing scheduled to take place after the entry of the Preliminary Approval Order, at which the Court shall, inter alia: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution.

11. "Final Approval Order" means the order, substantially in the form of Exhibit B attached hereto, in which the Court, inter alia, grants final approval of this Settlement Agreement.

12. "Final Judgment" means a final judgment and dismissal of the Action with

prejudice substantially in the form set forth in Exhibit C.

13. "Fisher Class" means the proposed class defined as follows: "Persons or entities who owned or worked on a commercial fishing vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021." Excluded from the definition are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family, (3) businesses that contract directly with the Amplify Defendants for use of the Pipeline, and (4) all employees of the law firms representing Plaintiffs and the Class Members. Those who timely opt out of the Fisher Class, as specified on a list Interim-Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement.

14. "Fisher Class Common Fund" means the fund administered by the Settlement Administrator consisting of the Fisher Class Settlement Amount (plus any interest earned on escrowed funds as described in Article III).

15. "Fisher Class Representatives" means Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust, John Crowe, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc.

16. "Fisher Class Settlement Amount" means U.S. $34,000,000.00 for the benefit of the Fisher Class.

17. "Interim Co-Lead Counsel" means the law firms of Lieff Cabraser Heimann & Bernstein, LLP, Aitken, Aitken, Cohn, and Larson, LLP.

18. "Mail Notice" means notice of this Settlement by U.S. mail, email, or postcard, substantially in the form approved by the Court in its Preliminary Approval Order.

19. "Marine Exchange" means Marine Exchange of Los-Angeles Long Beach Harbor d/b/a Marine Exchange of of Southern California.

20. "Notice" means Mail Notice, Publication Notice, and CAFA Notice.

21. "Parties" means Class Representatives, on behalf of themselves and all Putative Class Members, and Defendants.

22. "Pipeline" means the 17-mile San Pedro Bay Pipeline.

23. "Preliminary Approval Order" means the order, substantially in the form of Exhibit A attached hereto, in which the Court, inter alia, grants its preliminary approval of this Settlement Agreement, authorizes dissemination of Mail Notice and Publication Notice to the Putative Classes, including publication of the Notice and relevant settlement documents on a website, and appoints the Settlement Administrator.

24. "Plans of Distribution" means plans proposed by Interim Co-Lead Counsel for the distribution of the Common Funds to Putative Class Members.

25. "Property Class" means the proposed class defined as follows: "Owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California." Excluded from the definition

are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family, (3) businesses that contract directly with the Amplify Defendants for use of the Pipeline, and (4) all employees of the law firms representing Plaintiffs and the Class Members. Those who timely opt out of the Property Class, as specified on a list Interim Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement. The Property Class identification list will be made available to Amplify.

26. "Property Class Common Fund" means the fund administered by the Settlement Administrator consisting of the Property Class Settlement Amount (plus any interest earned on escrowed funds as described in Article III).

27. "Property Class Representatives" means John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran.

28. "Property Class Settlement Amount" means U.S. $9,000,000.00 for the benefit of the Property Class.

29. "Publication Notice" means notice of this Settlement by publication, substantially in the form approved by the Court in its Preliminary Approval Order.

30. "Putative Class" means the putative Fisher Class, Property Class, and Waterfront Tourism Class.

31. "Putative Class Members" means all of the individuals or businesses belonging to the putative Fisher Class, Property Class and/or Waterfront Tourism Class.

32. "Released Parties" means (a) Defendants; (b) Defendants' counsel, experts,

consultants, contractors, and vendors; (c) Defendants' past, present, and future direct and indirect owners, parents, subsidiaries, and other affiliates; (d) Defendants' successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other affiliates; and (e) for each of the foregoing, each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, partners, members, insurers, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

33. "Restitution Award" means any award to the Putative Classes or individual Putative Class Members in *United States of America v. Amplify Energy Corp.,* et al. (No. CR 21-226-DOC) (C.D. Cal.) and *California v. Amplify Energy Corp.,* et al., (No. 22CM07111) (Cal. Super. Ct.).

34. "San Pedro Bay Incident" means the release of crude oil from Amplify's P00547 Pipeline in San Pedro Bay on or about October 1, 2021.

35. "Settlement Administrator" means the person or entity appointed by the Court to administer the settlement.

36. "Settlement Agreement," "Settlement," or "Agreement" means this Stipulation and Settlement Agreement, including any attached exhibits.

37. "Shipping Defendants" mean Mediterranean Shipping Company, S.A., Dordellas Finance Corporation, Costamare Shipping Co., S.A., Capetanissa Maritime Corporation, V.Ships Greece Ltd., COSCO Beijing, COSCO Shipping Lines Co. LT, COSCO (Cayman) Mercury Co. LTD, and Mediterranean Shipping Company S.R.L.

38. "Waterfront Tourism Class" means the proposed class defined as follows: Persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing,

sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach." Excluded from the definition are (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family, (3) businesses that contract directly with the Amplify Defendants for use of the Pipeline, and (4) all employees of the law firms representing Plaintiffs and the Class Members. Those who timely opt out of the Waterfront Tourism Class, as specified on a list Interim Co-Lead Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement.

39. "Waterfront Tourism Common Fund" means the fund administered by the Settlement Administrator consisting of the Waterfront Tourism Settlement Amount (plus any interest earned on escrowed funds as described in Article III).

40. "Waterfront Tourism Class Representatives" means Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey's Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman.

41. "Waterfront Tourism Settlement Amount" means U.S. $7,000,000.00 for the

benefit of the Waterfront Tourism Class.

ARTICLE III – COMMON FUND

In consideration of a full, complete, and final settlement of this Action, dismissal of the Action with prejudice, and the releases below, and subject to the Court's approval, the Parties agree to the following relief:

If no appeal of the Court's Final Approval Order is timely filed, within 5 days of the Effective Date or within 35 days of the date of entry of the Final Judgment (whichever is later), Amplify shall pay the Fisher Class Settlement Amount into the Fisher Class Common Fund, shall pay the Property Class Settlement Amount into the Property Class Common Fund, and shall pay the Waterfront Tourism Class Settlement Amount into the Waterfront Tourism Class Common Fund. Each of the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Class Common Fund shall be administered by the Settlement Administrator.

If an appeal of the Court's Final Approval Order is timely filed, the Parties will establish an escrow account into which Amplify will pay the Fisher Class Settlement Amount, Property Class Settlement Amount, and Waterfront Tourism Settlement Amount within 35 days of the entry of the Final Judgment. The costs and fees of the escrow shall be paid from the amounts in the escrow account. The escrowed funds shall be invested in short-term U.S. Treasuries. If the appeal results in termination of this Settlement Agreement under Article VII.5, the escrowed funds, including any interest earned, shall be returned to Amplify. If the appeal does not result in termination of the Settlement Agreement under Article VII.5, the escrowed funds, including any interest earned, shall be paid into the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Common Fund within 10 days of the Effective

Date.

The Settlement Administrator shall disburse funds from the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Common Fund pursuant to the terms of this Settlement Agreement and in accordance with the orders of the Court.

In no event shall Defendants' monetary liability under this Settlement Agreement exceed the sum of the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement amount i.e., U.S. $50,000,000.00 (Fifty million dollars), as described in this Article.

ARTICLE IV - INJUNCTIVE RELIEF

As injunctive relief, the parties agree:

1. Injunctive Relief from Amplify

    a. Defendants shall ensure all operational employees and related management personnel are trained and instructed, in compliance with California Government Code Section 8670.25.5, to notify and update all appropriate response agencies of any release or threatened release of a hazardous material or pollutant substance from any pipeline, conveyance system, or any other operation of defendants in the State of California, as required by law. In addition to those agencies required by law, Defendants shall also notify the California State Office of Emergency Services ("Cal OES") office and any local unified environmental program or agency.

    b. At the time they are authorized to restart production through the Pipeline, Defendants shall ensure they are using a leak detection system on the Pipeline that provides the Best Achievable Protection using the Best Achievable

Technology, as those terms are defined in Title 14 of the California Code of Regulations, Section 790, subdivision (b)(5), and Section 790, subdivision (b)(6). The new leak detection system will run concurrently with the previous leak detection system for up to 180 days after production is authorized to restart to ensure that the new leak detection system is appropriately calibrated to the Pipeline.

c. The operator of the Pipeline shall report any indication of lateral or elevation movement as identified by the GPS tracking from remotely operated vehicle ("ROV") visual inspections and report any indication of damages identified from the visual inspections, such as the concrete casing being damaged or displaced. Data indicating deviation from the permitted location of the Pipeline shall be provided to the United States Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA"), the State Lands Commission, and the State Fire Marshal within seven (7) days after the ROV videos are processed and provided to Defendants.

d. For a period of four years, Defendants shall notify the Cal-OES State Warning Center of each leak detection alarm.

e. Defendants shall establish and maintain a contract with an oil spill response organization, vessel service company, or other entity that will promptly deploy upon request, and that has the capability to detect oil on the surface of the water at night or in low-light conditions.

f. For a period of four years, Defendants shall conduct actual visual inspections of the Pipeline semiannually (e.g., an ROV) rather than one inspection every two

years as required by law. Anomalies found on the Pipeline shall be reported to PHMSA, the United States Department of Interior Bureau of Safety and Environmental Enforcement ("BSEE"), and the California State Fire Marshal.

g. Defendants shall revise the Risk & Hazard Analysis in their oil spill contingency plan that has been approved by the California Department of Fish and Wildlife, Office of Spill Prevention and Response ("OSPR") [Plan # M5-24-3231] to expressly account for the risk to pipelines from anchors, vessels, fishing operations.

h. Defendants shall review and ensure adequacy of the existing O & M Manual and sections related to Leak Detection (Section 5.02), Abnormal Operating Conditions (PSOM section 17.08), and Emergency Response Procedures (PSOM Section 17.09).

i. Defendants shall review and update the SPBPL 16" Manual Leak Detection Procedure (SPBPL-001.00 rev: REA 7/11) to reflect current practices and compliance with probation terms.

j. Defendants shall review and update all of the spill notification procedures found in their plan submitted to OSPR [Plan # M5-24-3231] to ensure compliance with requirements for immediate notification pursuant to California Government Code Section 8670.25.5.

k. Defendants shall provide training to operational employees and related management personnel on all requirements and updated spill notification procedures for immediate notification, in compliance with California Government Code Section 8670.25.5, to appropriate federal, state and local

authorities, including the United States Coast Guard National Response Center and the Cal-OES State Warning Center.

l. Defendants shall make modifications to their existing pipeline related procedures. These modifications will require financial investment of at least $250,000 and defendants will use best efforts to implement any procedural improvements that their third-party consultant Eagle Energy Services LLC concludes to be necessary before the Pipeline is restarted with the pumping of oil, to the extent such proposed procedural improvements are not in conflict with any requirements from PHMSA and BSEE, the agencies responsible for approving the restart of operations on the Pipeline.

m. Defendants shall provide mandatory training to operational employees and related management personnel on these updated operational policies and procedures, and engage a qualified third-party provider to provide updated training on shipping, shut-down, and restart before restarting Pipeline operations. Operational employees and related management personnel shall be tested annually on this training.

n. For the period of three years, Defendants shall increase its staffing on the Elly platform to provide for 3 control room operators (an increase of 1 per crew) and 3 plant operators (an increase of 1 per crew).

o. On an annual basis, Defendants shall provide its Amplify/Beta personnel Marine Exchange's contact information.

p. Defendants shall establish a one call alert system (which will alert several Amplify/Beta personnel at once) and provide for the one call alert system in its

Oil Spill Response Plan.

ARTICLE V – DISTRIBUTION OF THE COMMON FUND

1. Plans of Distribution

Interim Co-Lead Counsel shall propose Plans of Distribution setting forth proposed methods of distributing the Common Fund to members of the Fisher Class, Property Class, and Waterfront Tourism Class. Interim Co-Lead Counsel will file a motion for Court approval of the Plans of Distribution at the same time that they seek Final Settlement Approval. The Plans of Distribution shall be made known to Putative Class Members in advance of when Putative Class Members must decide whether to object to the Settlement.

The Plans of Distribution shall include provisions providing that: any Putative Class Member who has executed a full release of claims as part of a negotiated settlement (including under OPA), will not receive any additional recovery under the Settlement; and any Putative Class Member who has executed a partial release or otherwise received recovery as part of a negotiated settlement (including under OPA), will have their prior recovery offset from any distribution from the Common Fund to avoid double recovery.

2. Effect on Settlement

Interim Co-Lead Counsel will ask the Court to approve the Settlement Agreement pursuant to a motion that will be filed separately from any motion for approval of the Plans of Distribution. The Parties agree that the rulings of the Court regarding the Plans of Distribution, and any claim or dispute relating thereto, will be considered by the Court separately from the approval of the Settlement Agreement and any determinations in that regard will be embodied in a separate order. Any appeals from an order approving the Plans of Distribution, and any modifications or reversals of such order, shall not modify, reverse, terminate, or cancel the

Settlement Agreement, increase or affect Defendants' monetary liability, affect the releases, or affect the finality of the order approving the Settlement Agreement.

3. Distribution of the Common Fund

a. Fees and Costs

If no appeal from the Court's Final Approval Order is timely filed, the fees and costs as awarded by the Court ("Fees and Costs Award"), all fees and expenses of the Settlement Administrator, any costs of Notice, any service awards to be paid to Class Representatives as approved by the Court, any costs of generating and mailing any checks to be issued as part of this Settlement, any other administrative fees or costs, any taxes, and any other fees and costs approved by the Court, shall be paid from the Fisher Class Common Fund, the Property Class Common Fund, and the Waterfront Tourism Common Fund. Amplify shall not be required to make any further contribution to any of the funds.

If an appeal from the Court's Final Approval Order is timely filed, the Fees and Costs Award shall be paid from escrowed funds described in Article III.

Subject to the approval of the Court, the Fees and Costs Award shall be paid to to an account specified by Interim Co-Lead Counsel within 10 days after the later of the date (a) the funds are paid into the Common Fund (if no timely appeal of the Final Approval Order) or escrowed funds described in Article III (if there is a timely appeal of the Final approval Order) and (b) an order awarding Plaintiffs' counsel Fees and Costs Award is entered, notwithstanding the existence of any timely filed objections to or appeals regarding the Final Approval Order, Plans of Distribution, or the Fees and Costs Award.

In the event the order making the Fees and Costs Award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal,

modification, cancellation or termination becomes Final and not subject to review, and in the event that the Fees and Costs Award has been paid to any extent, then Plaintiffs' counsel who received any portion of the Fees and Costs Award shall be obligated, within ten (10) calendar days from receiving notice from Amplify, to refund to the Common Funds or escrowed funds such Fees and Costs previously paid to them from the Common Funds or escrowed funds, plus interest thereon at the same rate as earned on the Common Funds or escrowed funds, in an amount consistent with such reversal or modification. Each Plaintiffs' Counsel law firm receiving Fees and Costs, as a condition of receiving the Fees and Costs Award, agrees to the jurisdiction of the Court for the purpose of enforcing this provision, and each are severally liable and responsible for any required payment.

b. Distributions to Putative Class Members

Net of Fees and Costs, the Common Fund shall be distributed to individual Putative Class Members according to the Plans of Distribution. The amount each Class Member receives from the Common Fund shall represent the full amount of each Class Member's claimed losses and full compensation for those claimed losses.

ARTICLE VI – NOTICE AND SETTLEMENT ADMINISTRATION

1. Settlement Administrator

As part of the Preliminary Approval Order, Interim Co-Lead Counsel shall seek appointment of a Settlement Administrator. The Settlement Administrator shall administer the Settlement according to the terms of this Settlement Agreement and orders of the Court. Defendants shall not have any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the administration of the Settlement, the Plans of Distribution, receiving and responding to any inquiries from Putative Class Members, or disbursement of the

Common Funds, and except for their payment of the Common Funds as set forth in Article III Defendants shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representatives, any other Putative Class Members, or Interim Co-Lead Counsel in connection with the foregoing.

2. Notice to Putative Class Members

In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Interim Co-Lead Counsel shall cause the Settlement Administrator to issue notice to potential Putative Class Members by Mail Notice and Publication Notice. The costs of Notice, including Mail Notice, Publication Notice, and CAFA Notice, including costs to enable the Settlement Administrator to begin its work, shall be paid initially by Amplify. The Costs of Mail Notice, Publication Notice and CAFA Notice shall be deducted from the amounts that Amplify pays into the Common Funds or into escrow such that the Notice costs are effectively paid from the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement Amount. Amplify will deduct the costs of Mail Notice and Publication Notice from the Fisher Class Settlement Amount, the Property Class Settlement Amount, and the Waterfront Tourism Settlement Amount, respectively, according to the costs of Notice attributable to each Class.

Amplify shall deduct the costs of CAFA Notice and any other costs of notice attributable to each Class in proportion to the allocation of the settlement amount to each Class (i.e. 68% of the costs will be deducted from the Fisher Class Settlement Amount, 18% of the costs will be deducted from the Property Class Settlement Amount, and 14% of the costs will be deducted from the Waterfront Tourism Settlement Amount). These monies are not subject to reimbursement to Amplify if this Settlement Agreement is terminated pursuant to Article VII.5.

The Parties agree, and the Preliminary Approval Order shall state, that compliance with the procedures described in this Article is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Putative Classes of the terms of the Settlement Agreement and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

3. CAFA Notice

Within 10 days of the filing of this Settlement Agreement and the motion for preliminary approval of the Settlement, Amplify shall provide CAFA Notice as required under 28 U.S.C. § 1715. CAFA Notice shall be provided to the Attorney General of the United States, the California Public Utilities Commission, the California Department of Forestry and Fire Protection Office of the State Fire Marshal, the California Department of Fish and Wildlife Office of Spill Prevention and Response, and the Attorneys General of each state in which Putative Class Members reside. CAFA Notice shall be mailed, can be in an electronic or disc format, and shall include to the extent then available and feasible: (1) the complaint, and all amended complaints, in the Action; (2) the motion for preliminary approval of the Settlement, which shall include the proposed Final Approval Hearing date and shall confirm that there are no additional agreements among the Parties not reflected in the Settlement; (3) the proposed Mail Notice and Publication Notice and a statement that Putative Class Members have no right to request exclusion from the Settlement; (4) this Settlement Agreement; (5) the size of the Common Funds, (6) a reasonable estimate of the total number of Putative Class Members and the number of Putative Class Members residing in each State, and (7) a summary of the factors to be included in the forthcoming Plans of Distribution and the URL where the Plans of Distribution will be posted. Within three (3) days of the full execution of this Agreement, Interim

Co-Lead Counsel, acting on behalf of the Class Representatives, shall provide Amplify any available information regarding items (6) and (7). Amplify shall include such information in the CAFA Notice, attributing it to Interim Co-Lead Counsel and without independent investigation or warranty. Upon completion of CAFA notice, Amplify shall file a declaration with the Court so certifying.

The Parties agree that this CAFA Notice shall be sufficient to satisfy the terms of 28 U.S.C. § 1715.

ARTICLE VII – COURT APPROVAL OF SETTLEMENT

1. Preliminary Approval

As soon as practicable after the full execution of this Settlement Agreement, Interim Co-Lead Counsel, acting on behalf of the Class Representatives, shall apply for entry of the Preliminary Approval Order in the form of Exhibit A hereto. Amplify will not oppose but does not endorse or approve the content of the motion for Preliminary Approval or the content of the Preliminary Approval Order. The Preliminary Approval Order shall include provisions: (a) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Mail Notice and Publication Notice to be disseminated; (b) approving the form, content, and manner of the Mail Notice and Publication Notice; (c) setting a schedule for proceedings with respect to final approval of this Settlement; (d) immediately staying the Action, other than such proceedings as are related to this Settlement; and (e) issuing an injunction against any actions by Putative Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

Promptly after the Court enters the Preliminary Approval Order, the Parties will jointly notify the Central District of California in *United States of America v. Amplify Energy Corp.,* et

al. (No. CR 21-226-DOC) and the California Superior Court in *California v. Amplify Energy Corp.*, et al., (No. 22CM07111) of the preliminary approval of this Settlement. The joint notice shall state that, upon the Effective Date of the Settlement, the members of the Fisher, Property, and Waterfront Tourism Classes will release and withdraw any criminal restitution claims presently before the Court.

2. Objections to Settlement

Any Class Member wishing to object to or to oppose the approval of (a) this Settlement Agreement, (b) the Plans of Distribution, (c) any application for attorneys' fees and expenses, and/or (d) any application for service awards, shall file a written objection with the Court and serve it on the Parties no more than 21 days after the Motion for Final Approval is filed by Interim Co-Lead Counsel.

Any written objection must include (1) the objecting Class Member's name, address, and telephone number; (2) proof of class membership, including, for the Fisher Class members, documents such as landing records or receipts; (3) a statement that the objector is objecting to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs in this Action; (4) a statement of the factual and legal reasons for the objection and whether it applies only to the objector, to a subset of the Class, or the entire Class; (5) identify all class actions to which the objector has previously objected; (6) the name and contact information of any and all lawyers representing, advising, or in any way assisting the objector in connection with such objection; (7) copies of all documents that the objector wishes to submit in support of their position; and (8) the objector's signature. Any Class Member that fails to file a timely written objection that meets the requirements of this Article VII.2 shall have no right to file an appeal relating to the approval of this Settlement.

3. Motion for Final Approval and Response to Objections

The Class Representatives, acting through Interim Co-Lead Counsel, will file with the Court their motion for final settlement approval on a date that is no later than 45 days before the date of the Final Approval Hearing, and no sooner than 5 days after Mail Notice and Publication Notice are completed. The Class Representatives, acting through Interim Co-Lead Counsel, will file with the Court a supplemental brief in support of final settlement approval that responds to any objections no later than 14 days before the date of the Final Approval Hearing. Amplify will not oppose but does not endorse or approve the content of the motion for final settlement approval.

4. Final Approval Hearing

The Parties shall request that the Court, on the date set forth in the Preliminary Approval Order or on such other date that the Court may set, conduct a Final Approval Hearing to, *inter alia*: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Co-Lead Counsel, shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, the Class Representatives, acting through Interim Co-Lead Counsel, shall ask the Court to enter a Final Approval Order, substantially in the form of Exhibit B attached hereto, which, *inter alia*, approves this Settlement Agreement, authorizes entry of a final judgment, and dismisses Plaintiffs' First Amended Consolidated Class Action Complaint with prejudice. Amplify does not endorse or approve the content of the proposed Final Approval Order. The

Class Representatives, acting through Interim Co-Lead Counsel, also shall ask the Court to enter a Final Judgment separately from the Final Approval Order, substantially in the form of Exhibit C attached hereto.

5. Disapproval, Cancellation, Termination, or Nullification of Settlement

Each party shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval of this Settlement Agreement; or (ii) the Final Approval Order does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving Settlement on the terms set forth herein. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel within 30 days of the occurrence of the condition permitting termination. However, a Party may elect to terminate this Settlement Agreement under this paragraph only after it uses its best efforts in good faith to resolve the issue(s) that are the subject of the reason for disapproval of the Settlement.

In addition, in the event that there are opt-outs that exceed in number ten percent (10%) or more of the total number of Putative Class Members, without including Putative Class Members who have provided full or partial releases to Amplify in exchange for payment prior to the opt-out deadline; or would have been allocated more than $5,000,0000 (Five million dollars) of the Settlement Fund based on the allocation plan to be submitted with Final Approval, after offsetting OPA payments to Putative Class Members by Amplify prior to the opt-out deadline, Amplify shall have the right, in its sole and absolute discretion, within forty-five (45) calendar days after the opt-out deadline set by the Court, to notify Interim Co-Lead Counsel in writing that Amplify has elected to terminate this Settlement Agreement and withdraw from the Settlement.

If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; and (iv) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, and specifically reserve their rights, in the event the Settlement Agreement is terminated, to make all arguments regarding class certification that were available at the time immediately preceding the execution of this Settlement Agreement.

Upon termination of this Settlement Agreement, the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement including, but not limited to, any amounts paid out for Notice and amounts paid or due to the Settlement Administrator for its settlement administration services.

ARTICLE VIII – RELEASES UPON EFFECTIVE DATE

1. Binding and Exclusive Nature of Settlement Agreement

On the Effective Date, the Parties and each and every Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim of any kind or nature whatsoever may be pursued by Class Representatives or Putative Class Members against any Released Parties for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident.

2. Releases

On the Effective Date, Class Representatives and Putative Class Members shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident, including any claims under OPA.

3. Waiver of Unknown Claims

On the Effective Date, Class Representatives and Putative Class Members shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Action, expressly waived the benefits of any statutory provisions or common law rule that provides, in substance or effect, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, Class Representatives and Putative Class Members waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

4. Agreement Not to Pursue Criminal Restitution

Upon the Effective Date, the Classes and each and every Class Member knowingly and voluntarily waive any rights they may have to any Restitution Award under the California

Constitution, statutes, or otherwise; agree not to pursue criminal restitution in the Central District of California in *United States of America v. Amplify Energy Corp.*, No. CR 21-226-DOC and the California Superior Court in *California v. Amplify Energy Corp.*, et al. No. 22CM07111. The Classes and each and every Class Member agree that they will not accept any payment of any Restitution Award in either case, and they will not seek to execute, enforce, or collect upon any judgment or any portion of any judgment for any such Restitution Award; and, in the event any Class or Class Member is paid any Restitution Award by Amplify, they will make a simultaneous payment to Amplify in the equivalent amount of Amplify's payment. The Classes and each and every Class Member acknowledge that Amplify's payment as specified in Article III is deemed to be full compensation for their claims, including any claim that has been made or could be made for restitution in either case.

5. Assumption of Risk

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either Party should later discover that any fact which the Party relied upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

ARTICLE IX – LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

1. No Admission

This Settlement reflects a compromise of disputed claims and defenses, and neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims and defenses alleged in this Action, the validity (or lack thereof) of any claims that could have been

asserted by any of the Putative Class Members in the Action, or the liability of Defendants in the Action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Action.

2. Limitations on Use

This Agreement shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, to construe, or to finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement, provided, however, that this Agreement may be used as Defendants see fit in any action, proceeding, or communications involving their insurance providers, and nothing in or relating to this Agreement shall be construed as limiting in any respect any rights or claims that any Defendants may have with respect to any insurance or insurance providers.

ARTICLE X – MISCELLANEOUS PROVISIONS

1. Cooperation

The Parties and their counsel agree to support approval of this Settlement by the Court and to take all reasonable and lawful actions necessary to obtain such approval.

2. No Assignment

Each party represents, covenants, and warrants that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that they herein release.

3. Binding on Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

4. Captions

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

5. Effect of Release on Putative Class Members

The Notice will advise all Putative Class Members of the binding nature of the Release and of the remainder of this Agreement, and entry of the Final Approval Order shall have the same force and effect as if each Class Member executed this Agreement.

6. Construction

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or their counsel, participated in the drafting of this Agreement.

7. Counterparts

This Agreement and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and each of which counterparts taken together shall constitute but one and the same instrument. A facsimile, verified electronic signature (such as DocuSign), or PDF signature shall be deemed an original for all purposes.

8. Governing Law

Construction and interpretation of this Settlement Agreement shall be determined in accordance with federal laws, without regard to the choice-of-law principles thereof.

9. Integration Clause

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Agreement may not be changed, altered or modified, except in a writing signed by the Parties; if any such change, alteration or modification of the Agreement is material, it must also be approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

10. Jurisdiction

The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of this Settlement, and all Parties and Putative Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

11. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that the payment to a Class Member was improperly calculated or that a Class Member failed to receive timely notice of the Settlement Agreement.

12. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this

Agreement and bind the Parties to the terms and conditions hereof.

13. Receipt of Advice of Counsel

The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

14. Waiver of Compliance

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

15. Reservation of Rights

In their Second Amended Class Action Complaint, Plaintiffs bring various claims against *MSC Danit* (*in rem*), MSC Mediterranean Shipping Company, and Dordellas Finance Corp., the owners and operators of the *MSC Danit*; and *Cosco Beijing* (*in rem*), Costamare Shipping Co. S.A., V. Ships Greece Ltd., and Capetanissa Maritime Corporation of Liberia, the owners and operators of the *Cosco Beijing*. Among other things, Plaintiffs allege that the *MSC Danit* and *Beijing* were involved in a January 25, 2021 anchor-dragging incident during a heavy weather event that impacted the Ports of Los Angeles and Long Beach. Plaintiffs allege that both the *MSC Danit* and the *Beijing* repeatedly crossed over the Defendants' Pipeline during the storm while both vessels were at anchor. Plaintiffs further allege that but for the *MSC Danit* and *Beijing*'s anchor-dragging, the Pipeline would not have ruptured and Plaintiffs would not

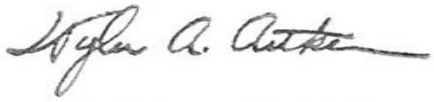
have suffered the injuries they suffered.

In their Second Amended Third-Party Complaint, Defendants bring various claims against the Shipping Defendants, and Marine Exchange. Among other things, Defendants allege that the Shipping Defendants' negligence caused or otherwise contributed to the discharge of oil because, but for the anchor-dragging incidents, Defendants' Pipeline would not have been displaced or damaged and thus would not have failed.

The Parties reserve their rights to pursue claims against the Marine Exchange and the Shipping Defendants (as those claims and parties may be amended from time to time), and nothing in this agreement shall impair the parties' rights in any way, regarding the claims against the Marine Exchange and the Shipping Defendants (as those claims and parties may be amended from time to time).

In WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below:

DATED: October 17, 2022



Wylie A. Aitken (SBN 37770)
wylie@aitkenlaw.com
AITKEN✦AITKEN✦COHN
3 MacArthur Place, Suite 800
Santa Ana, CA 92808
Telephone: (714) 434-1424
Facsimile: (714) 434-3600

DATED: 10/17/22 | 4:25 PM PDT

DocuSigned by:
Lexi Hazam
EC6DE815B7C94B7...

Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

DATED: _____

_____

Stephen G. Larson, (SBN 145225)
slarson@larsonllp.com
LARSON, LLP
555 Flower Street, Suite 4400
Los Angeles, CA 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000
ON BEHALF OF NAMED PLAINTIFFS AND THE SETTLEMENT CLASSES

DATED: _____

_____

David C. Wright (SBN 177468)
dcw@mccunewright.com
MCCUNE WRIGHT AREVALO, LLP
18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
ON BEHALF OF PLAINTIFF BEYOND BUSINESS INCORPORATED

DATED: _____

Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
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Los Angeles, CA 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000
ON BEHALF OF NAMED PLAINTIFFS AND THE SETTLEMENT CLASSES

DATED: October 16, 2022

David C. Wright (SBN 177468)
dcw@mccunewright.com
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Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275
ON BEHALF OF PLAINTIFF BEYOND BUSINESS INCORPORATED

DATED: 10/16/2022

DocuSigned by:
Gary Praglin
BCB975A49185461...

Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
ON BEHALF OF PLAINTIFF BANZAI SURF COMPANY, LLC

DATED: _____

Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
Westlake Village, CA 91361
Telephone: (818) 851-3850
Facsimile: (818) 851-3851
ON BEHALF OF PLAINTIFFS DONALD BROCKMAN AND HEIDI JACQUES, AND DAVEY'S LOCKER SPORTFISHING, INC.

DATED: _____

Matthew C. Maclear (SBN 209228)
AQUA TERRA AERIS LAW GROUP
4030 Martin Luther King Jr. Way
Oakland, CA 94609
Phone: 415.568.5200
Email: mcm@atalawgroup.com
ON BEHALF OF PLAINTIFFS LBC SEAFOOD, INC., QUALITY SEA FOOD, INC., AND JOSH HERNANDEZ

DATED: _____

Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
ON BEHALF OF PLAINTIFF BANZAI SURF COMPANY, LLC

DATED: 10-15-22

Alexander Robertson, IV (SBN 127042)
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Rd. Suite 200
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Telephone: (818) 851-3850
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DATED: 10/16/2022

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Email: mcm@atalawgroup.com
ON BEHALF OF PLAINTIFFS LBC SEAFOOD, INC., QUALITY SEA FOOD, INC., JOHN CROWE AND JOSH HERNANDEZ

DATED: 10/17/2022

DocuSigned by:
ALEX STRAUS
447EFFF8DC0640D...

Alex R. Straus (SBN 321366)
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverley Drive
Beverly Hills, CA 90212
Telephone: (917) 471-1894
Facsimile: (310) 496-3176
ON BEHALF OF PLAINTIFFS RAJASEKARAN WICKRAMASEKARAN AND CHANDRALEKHA WICKRAMASEKARAN, INDIVIDUALLY AND AS TRUSTEES OF THE WICKRAMASEKARAN FAMILY TRUST

DATED: _____

Martyn Willsher
President and Chief Executive Officer
Amplify Energy Corp.

ON BEHALF OF AMPLIFY ENERGY CORP., BETA OPERATING COMPANY, LLC AND SAN PEDRO BAY PIPELINE COMPANY

DATED: _____

_____

Alex R. Straus (SBN 321366)
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverley Drive
Beverly Hills, CA 90212
Telephone: (917) 471-1894
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DATED: 10/16/22

_____

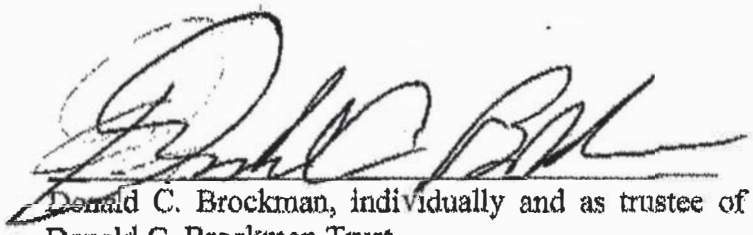
Martyn Willsher
President and Chief Executive Officer
Amplify Energy Corp.

ON BEHALF OF AMPLIFY ENERGY CORP., BETA OPERATING COMPANY, LLC AND SAN PEDRO BAY PIPELINE COMPANY

_____

READ AND APPROVED:

DATED: 10/16/2022



Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

READ AND APPROVED:

DATED: _____

Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: 10/16/22 | 10:48 AM PDT

DocuSigned by:
Heidi Jacques
FD3508D46DCB493...

Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

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DATED: 10-16-2022

John Crowe

DATED: _____

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Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust

DATED: _____

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Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust

DATED: _____

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John Crowe

DATED: 10/16/22 | 6:15 PM PDT

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Josh Hernandez

DATED: _____

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LBC Seafood, Inc.

DATED: 10/16/2022

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Quality Sea Food Inc.

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John Crowe

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Josh Hernandez

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LBC Seafood, Inc.

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Quality Sea Food Inc.

DATED: 10/17/2022

DocuSigned by:
John Pedicini
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John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: _____

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Rajasekaran Wickramasekaran

DATED: _____

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Chandralekha Wickramasekaran

DATED: _____

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Banzai Surf Company, LLC

DATED: _____

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Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

DATED: _____

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Bongos Sportfishing LLC

DATED: _____

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Bongos III Sportfishing LLC

DATED: _____

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John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: _____

DocuSigned by:
Rajasekaran Wickramasekaran
700B4B9153A2442...

_____
Rajasekaran Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust

DATED: _____

DocuSigned by:
Chandralekha Wickramasekaran
DB32494F5ECE41C...

_____
Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust

DATED: _____

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Banzai Surf Company, LLC

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Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

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Bongos Sportfishing LLC

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Bongos III Sportfishing LLC

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John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: _____

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Rajasekaran Wickramasekaran

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Chandralekha Wickramasekaran

DATED: 10/16/2022

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Banzai Surf Company, LLC

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Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

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Bongos Sportfishing LLC

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Bongos III Sportfishing LLC

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John and Marysue Pedicini, individually and as trustees of the T & G Trust

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Rajasekaran Wickramasekaran

DATED: _____

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Chandralekha Wickramasekaran

DATED: _____

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Banzai Surf Company, LLC

DATED: 10/16/2022

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V. KA
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Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

DATED: _____

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Bongos Sportfishing LLC

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Bongos III Sportfishing LLC

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John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: _____

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Rajasekaran Wickramasekaran

DATED: _____

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Chandralekha Wickramasekaran

DATED: _____

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Banzai Surf Company, LLC

DATED: _____

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Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle

DATED: 10/15/2022

DocuSigned by:
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Bongos Sportfishing LLC

DATED: _____

_____
Bongos III Sportfishing LLC

DATED: 10/16/22 | 5:24 PM PDT

DocuSigned by:
Thor Brisbin
BBE6C7D69AE94B7...

Davey's Locker Sportfishing, Inc.

DATED: _____

_____
East Meets West Excursions

DATED: _____

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Tyler Wayman

DATED: _____

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Davey's Locker Sportfishing, Inc.

DATED: 10/15/2022

DocuSigned by:
Nicholas Nagel
BA75166F422044C...

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East Meets West Excursions

DATED: _____

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Tyler Wayman

DATED: _____

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Davey's Locker Sportfishing, Inc.

DATED: _____

_____
East Meets West Excursions

DATED: 10/16/2022

DocuSigned by:
225DEE2D6B9E481...
_____
Tyler Wayman

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT

Hon. David O. Carter

Before the Court is the Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Fed. R. Civ. P. 23(e) ("Motion for Preliminary Settlement Approval"), filed by Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini and Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as

Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.; Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle; Josh Hernandez; John Crowe; Banzai Surf Company, LLC; Davey's Locker Sportfishing, Inc.; East Meets West Excursions; Bongos Sportfishing LLC; Bongos III Sportfishing LLC; and Tyler Wayman ("Plaintiffs"). Plaintiffs and Defendants Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company (collectively "Amplify") have entered into a Class Settlement Agreement and Release, dated October 17, 2022 ("Settlement Agreement"). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto; the Motion for Preliminary Settlement Approval, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby **ORDERS** as follows:

1. The capitalized terms used in this Order Granting Preliminary Approval of Proposed Settlement have the same meaning as defined in the Settlement Agreement.

2. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein. The Court finds that the proposed Settlement Classes, as defined in the Settlement Agreement, likely meet the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3) as follows:

a. The Settlement Classes are so numerous that joinder of all members in a single proceeding would be impracticable;

b. The members of the Settlement Classes share common questions of law and fact;

c. The Plaintiffs' claims are typical of those of the Settlement Class Members;

d. The Plaintiffs and Interim Co-Lead Counsel have fairly and adequately represented the interests of the Settlement Classes and will continue to do so; and

e. Questions of law and fact common to the Settlement Classes predominate over the questions affecting only individual Settlement Class Members, and certification of the Settlement Classes is superior to other available methods for the fair and efficient adjudication of this controversy.

3. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i), that the proposed Settlement Agreement is likely fair, reasonable, and adequate, entered into in good faith, and free from collusion. The Court furthermore finds that Interim Co-lead Counsel have ably represented the proposed Settlement Classes. They conducted a thorough investigation of the facts and law prior to filing suit, engaged in and reviewed substantial discovery, and are knowledgeable of the strengths and weaknesses of the case. The involvement of Judge Layn Phillips (Ret.) and Judge Sally Shushan (Ret.), two highly qualified mediators, in the settlement process supports this Court's finding that the Settlement Agreement was reached at arm's length and is free from collusion. The relief, monetary and injunctive, provided for in the Settlement Agreement outweighs the substantial costs, delay, and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal. Based on these factors, the Court concludes that the Settlement Agreement meets the criteria for preliminary settlement approval and is deemed fair, reasonable, and adequate, such that notice to the Settlement Classes is appropriate.

4. Having considered the factors set forth in Fed. Riv. Civ. P. 23(g), the Court appoints Interim Co-Lead Counsel Wylie A. Aitken, Lexi J. Hazam, and Stephen Larson as Interim Settlement Class Counsel.

5. A Final Approval Hearing shall be held before this Court at [DATE], to: (a) determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate so that the Final Approval Order and Judgment should be entered; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on any application for attorneys' fees and

expenses; (d) rule on any application for incentive awards; and (e) determine whether the Plans of Distribution that will be submitted by Interim Settlement Class Counsel should be approved.

6. Consideration of the Plans of Distribution, any application for attorneys' fees and expenses and any objections thereto, and any application for incentive awards and any objections thereto, shall be separate from consideration of whether the proposed Settlement should be approved, and the Court's rulings on each motion or application shall be embodied in a separate order.

7. Plaintiffs shall file their motion for final settlement approval no later than seventy (70) days after this Order granting Preliminary Approval.

8. The Court appoints JND Legal Administration as the Settlement Administrator in this Action. In accordance with the Parties' Settlement Agreement and the Orders of this Court, the Settlement Administrator shall effectuate the provision of notice to Settlement Class Members and shall administer the Settlement Agreement and distribution process.

9. The Court finds that the Parties' plan for providing Notice to the Classes (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

10. The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Keough Declaration").

a. Within sixty (60) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator will complete direct

notice substantially in the form attached to the Keough Declaration as Exhibits E-J.

b. Within ten (10) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice to be published on the website created for this settlement, www.OCOilSpillSettlement.com. The Long Form Notice shall be substantially in the form attached to the Keough Declaration as Exhibits B-D.

c. Not later than sixty-five (65) days following the entry of this Preliminary Approval Order, the Settlement Administrator shall file with the Court declarations attesting to compliance with this paragraph.

11. Each and every member of the Settlement Classes shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

12. A member of the Settlement Classes wishing to request exclusion (or "opt-out") from the Settlement shall mail a request for exclusion to the Settlement Administrator. The request for exclusion must be in writing, must be mailed to the Settlement Administrator at the address specified in the Notice, must be postmarked no later than ninety (90) days following Preliminary Approval, and must clearly state the Settlement Class Member's desire to be excluded from the Settlement Classes, as well as the Settlement Class Member's name, address, and signature. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above. No member of the Settlement Classes, or any person acting on behalf of or in concert or in participation with a member of the Settlement Classes, may request exclusion of any other member of a Settlement Class from the Settlement.

13. Members of the proposed Settlement Classes who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Amplify.

14. All members of the proposed Settlement Classes who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or any other proceedings against Amplify.

15. The Settlement Administrator will provide promptly, and no later than five (5) business days following the deadline for members of the Settlement Classes to opt-out, Plaintiffs and Amplify with copies of any exclusion requests, and Plaintiffs shall file a list of all persons who have validly opted out of the Settlement with the Court prior to the Final Approval Hearing.

16. Any Settlement Class Member may object to the Settlement Agreement, any application for attorneys' fees and expenses, any application for incentive awards, and/or the Plans of Distribution submitted by Interim Settlement Class Counsel. Any Settlement Class Member who wishes to object must file with the Court and serve on all counsel listed in paragraph 18, below, no later than ninety (90) days after Preliminary Approval, a detailed statement of the specific objections being made and the basis for those objections. In addition to the statement, the objecting Settlement Class Member must include the objecting Settlement Class Member's name, address, and telephone number. Any objecting Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's expense. Any Settlement Class Member who intends to appear at the Final Approval Hearing either in person or through counsel must file with the Court and serve on all counsel listed in paragraph 18, no later than ninety (90) days after Preliminary Approval, a written notice of intention to appear. Failure to file a notice of intention

to appear will result in the Court declining to hear the objecting Settlement Class Member or the Settlement Class Member's counsel at the Final Approval Hearing.

17. Interim Settlement Class Counsel shall file a supplemental brief in support of Final Settlement Approval and a supplemental brief in support of the Plans of Distribution that responds to any objections no later than one hundred (100) days after Preliminary Approval.

18. Service of all papers on counsel for the Parties shall be made as follows: for Interim Settlement Class Counsel, to: Lexi J. Hazam, Esq. at Lieff, Cabraser, Heimann & Bernstein LLP, 275 Battery Street, Suite 2900, San Francisco, CA 94111, Wylie A. Aitken at Aitken Aitken Cohn, 3 MacArthur Place, Suite 800, Santa Ana, CA 92808, and Stephen G. Larson at Larson, LLP, 600 Anton Blvd., Suite 1270 Costa Mesa, CA 92626; for Amplify's Counsel, to Daniel T. Donovan, Kirkland & Ellis LLP, 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004.

19. Any Settlement Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses and incentive awards, the Plans of Distribution, the Final Approval Order, and the Judgment.

20. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all Orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy. In such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

21. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by order of the Court.

22. The following schedule is hereby ordered:

Last Day for the Plaintiffs to file Plan of Distribution	**30 days after Preliminary Approval**
Notice to be Completed	**60 days after Preliminary Approval**
Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Interim Settlement Class Counsel to file Application for Fees and Expenses and for Service Awards	**70 days after Preliminary Approval**
Last day to file Objections or Opt-Out Requests	**90 days after Preliminary Approval**
Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	**100 days after Preliminary Approval**
Final Approval Hearing	**140 days after Preliminary Approval**

IT IS SO ORDERED.

DATED: _____

_____
Hon. David O Carter

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF PROPOSED SETTLEMENT

Hon. David O. Carter

WHEREAS, Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini And Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.; Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle; Josh Hernandez; John Crowe; Banzai Surf Company, LLC; Davey's Locker Sportfishing, Inc.; East Meets West Excursions; Bongos Sportfishing LLC; Bongos III Sportfishing LLC; and Tyler Wayman ("Plaintiffs") and Defendants Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company (collectively "Amplify") have entered into a Proposed Class Settlement

Agreement and Release, filed with the Court on October 17, 2022 ("Settlement Agreement");

WHEREAS, on [DATE], an Order Granting Preliminary Approval of Proposed Settlement ("Preliminary Approval Order") was entered by this Court, preliminarily approving the proposed Settlement of this Action pursuant to the terms of the Settlement Agreement and directing that Notice be given to the members of the Settlement Classes;

WHEREAS, pursuant to the Settlement Agreement, Settlement Class Members have been provided with Notice informing them of the terms of the proposed Settlement and of a Final Approval Hearing to, *inter alia*: (a) determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate so that the Final Approval Order and Judgment should be entered; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on any application for attorneys' fees and expenses; (d) rule on any application for service awards; and (e) determine whether the Plans of Distribution submitted by Class Counsel should be approved;

WHEREAS, a Final Approval Hearing was held on [DATE]. Prior to the Final Approval Hearing, proof of completion of Notice was filed with the Court. Settlement Class Members were adequately notified of their right to appear at the hearing in support of or in opposition to the proposed Settlement, any application for attorneys' fees and expenses, any application for service awards, and/or the Plans of Distribution submitted by Class Counsel;

WHEREAS, Plaintiffs as representatives of the Settlement Classes have applied to the Court for final approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement;

NOW, THEREFORE, the Court having read and considered the Settlement Agreement and accompanying exhibits and the Motion For Final Settlement Approval, having heard any objectors or their counsel appearing at the Final

Approval Hearing, having reviewed all of the submissions presented with respect to the proposed Settlement, and having determined that the Settlement is fair, adequate, and reasonable and in the best interests of the Class Members; it is hereby ORDERED, ADJUDGED and DECREED THAT:

The capitalized terms used in this Order Granting Final Approval of Proposed Settlement have the same meaning as defined in the Settlement Agreement.

The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Classes.

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Jennifer Keough of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complies with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

Based on the papers filed with the Court and the presentations made to the Court at the hearing, the Court now gives final approval to the Settlement and finds that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members. The Court has specifically considered the factors relevant to class settlement approval. *See*, *e.g.*, Fed. R. Civ. P. 23(e); *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004); *In re Bluetooth Headset Products Liability Litig.*, 654 F.3d 935 (9th Cir. 2011).

Among the factors supporting the Court's determination are: the significant relief provided to Settlement Class Members; the risks of ongoing litigation, trial, and appeal; the risk of maintaining class action status through trial and appeal; the

extensive discovery to date; and the positive reaction of Settlement Class Members.

Class certification remains appropriate for the reasons set out in the Court's Order Preliminarily Approving the Settlement. Further, the Settlement Class Representatives have adequately represented the Settlement Classes.

The Settlement was negotiated at arm's length and was free of collusion. It was negotiated with experienced, adversarial counsel after extensive discovery, and with the aid of neutral, qualified mediators. Further, the attorneys' fees and costs award was the subject of a separate application to the Court.

The Court has considered and hereby overrules all objections to the Settlement.

The Settlement Agreement and every term and provision thereof are deemed incorporated in this Order and have the full force of an order of this Court.

Upon the Effective Date, all Class Members have, by operation of this Order, fully, finally and forever released, relinquished, and discharged the Released Parties pursuant to the Settlement Agreement.

Upon the Effective Date, Settlement Class Members, and their successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are permanently barred and enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims released under the Settlement Agreement.

This Final Approval Order, the Settlement Agreement, the Settlement that it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and must not be construed as, or used as, an admission by or against Amplify of any fault, wrongdoing, or liability on their part, or of the validity of any claim or of the existence or amount of damages.

Plaintiffs' and the Settlement Classes' claims against Amplify are hereby dismissed with prejudice. Plaintiffs' and the proposed classes' claims against all other defendants in this Action remain. Except as otherwise provided in orders separately entered by this Court on any application for attorneys' fees and expenses,

any application for service awards, and the Plans of Distribution submitted by Class Counsel, the parties will bear their own expenses and attorneys' fees.

Without affecting the finality of this Order and the accompanying Judgment, the Court reserves jurisdiction over the implementation of the Settlement, and over enforcement and administration of the Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.

IT IS SO ORDERED.

DATED: _____

_____

Hon. David O. Carter

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

[PROPOSED] FINAL JUDGMENT AS TO AMPLIFY ENERGY CORPORATION, BETA OPERATING COMPANY, LLC, AND SAN PEDRO BAY PIPELINE COMPANY

Hon. David O. Carter

The Court having entered on [DATE] a Final Approval Order approving the Settlement between Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini and Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.; Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle; Josh Hernandez; John Crowe; Banzai Surf Company, LLC; Davey's Locker Sportfishing, Inc.; East Meets West Excursions; Bongos Sportfishing LLC; Bongos III Sportfishing LLC; and Tyler Wayman ("Plaintiffs") and Defendants Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline

Company (collectively "Amplify"), it is hereby ORDERED, ADJUDGED, and DECREED that:

Judgment is hereby entered in this case as to Plaintiffs' and the Settlement Classes' claims in accordance with the Court's [DATE] Final Approval Order as to all claims against Amplify in this Action.

Plaintiffs' and the Settlement Classes' claims against Amplify are hereby DISMISSED with prejudice.

Plaintiffs' and the proposed classes' claims against all other defendants in this Action remain.

The Parties shall take all actions required of them by the Final Approval Order and the Settlement Agreement.

Except as otherwise provided in orders separately entered by this Court on any application for attorneys' fees and expenses, any application for service awards, and the Plans of Distribution submitted by Class Counsel, the Parties will bear their own expenses and attorneys' fees.

Without affecting the finality of this Order and the accompanying Judgment, the Court reserves jurisdiction over the implementation of the Settlement, and over the enforcement and administration of the Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.

This document constitutes a final judgment pursuant to Federal Rule of Civil Procedure 54 and a separate document for purposes of Federal Rule of Civil Procedure 58(a).

IT IS SO ORDERED.

DATED:

Hon. David O. Carter

EXHIBIT 2


LEXITAS™

JUDICIAL ARBITRATION AND MEDIATION SERVICES

GUTIERREZ JR., PETER MOSES, et al.,
Plaintiff,
vs.
AMPLIFY ENERGY CORP., et al.
Defendant.
) Reference No. 1220071875

SPECIAL MASTER HEARING
SANTA ANA, CALIFORNIA
MONDAY, OCTOBER 3, 2022

Reported in Stenotype by:
Cody R. Knacke, RPR, CSR No. 13691
Job No.: 865534

JUDICIAL ARBITRATION AND MEDIATION SERVICES

GUTIERREZ JR., PETER MOSES, et al.,
Plaintiff,
vs.
AMPLIFY ENERGY CORP., et al.
Defendant.
) Reference No. 1220071875

SPECIAL MASTER HEARING, taken before Cody R. Knacke, RPR, CSR No. 13691, a Certified Shorthand Reporter for the State of California, commencing on Monday, October 3, 2022, at 11:33 a.m., at 411 West 4th Street, Department 9C, Santa Ana, California.

APPEARANCES:

Special Master Panel:
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DANIEL GARRIE, ESQ.
BRADLEY O'BRIEN, ESQ.

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SANTA ANA, CALIFORNIA; MONDAY, OCTOBER 3, 2022

11:33 A.M.

JUDGE SMITH: Let's go on the record.

Let's start on behalf of the plaintiffs first, we'll start out and then go to Amplify and then the shippers.

MS. HAZAM: Assuming you mean class plaintiffs, Your Honor, Lexi Hazam for class plaintiffs.

MR. LARSON: Stephen Larson for class plaintiffs.

MR. AITKEN: Wylie Aitken for class plaintiffs.

MR. DONOVAN: Dan Donovan for Amplify.

MR. THOMPSON: McClain Thompson for Amplify.

MS. POHL: Meredith Pohl for Amplify.

MR. OWEN: Matt Owen for Amplify.

MR. WALSH: Joe Walsh for the Dordellas parties.

MR. O'CONNOR: Liam O'Connor for the Dordellas parties.

MR. HUGHES: Jonathan Hughes for the Dordellas parties.

MS. NAKAMURA: Angel Nakamura for the Dordellas parties.

MS. SCOTT: Katie Scott for the Dordellas parties.

MR. MORRIS: Sean Morris for the Dordellas parties.

MR. CICALA: Conte Cicala for the Marine Exchange.

MR. ORSINI: For the Beijing entities, Kevin Orsini, Damaris Hernandez, and Allison Tilden, from the Cravath firm.

MR. PEACOCK: And Al Peacock and Glen Piper from Peacock Piper.

MR. BENTCH: And I'm Jeff Bentch from subrogated insurance.

JUDGE SMITH: You addressed this in your meeting with Judge Carter just a few moments ago, but I'd like to ask you one more time, make sure we understand exactly where we're coming from here.

Are there any more obstructions that you folks, barring the issuance of a restraining order or something of that sort by another Court or something of that, are there any more obstructions to getting this pipeline up, investigated, inspected, and repaired?

MR. DONOVAN: So let me answer that in pieces. The answer is no, but I think the repair --

we have all the permits, we're mobilizing, and as I said this morning, our current anticipation is next week, call it Wednesday, Thursday, the barges will be out there, they'll start. We're coordinating with the parties for people to have either a livestream or have people on. There's some space limitations, but that's done.

Number 2 is the pipe thing goes through the NTSB, as I said, via Coast Guard to a naval facility.

We are coordinating with the NTSB. We got some initial calls, and as I said, I invited other parties that are interested. They take somewhat a parochial view of testing. It's their pipe. We informed their lawyer that this case is before Judge Carter. Discussed the pipeline. So we're having those discussions. So we need to include everyone so -- because the testing is going to go forward, the NTSB is going to do the testing.

JUDGE SMITH: So there will be all experts from all interested parties present, participating in the process.

MR. DONOVAN: It's a barge. We can't have everybody there. Just like we did with the other inspections, parties that were -- we've had livestreams, we've had some representatives. So

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we'll work through that. So there will be some. But I don't want everyone to think everybody can just come watch this. This is a real live operation.

MR. O'BRIEN: So in terms of the schedule, so the NTSB will be doing a root cause analysis, I'm assuming, and issue some kind of final investigation.

Will the timing -- is the timing for that impact the schedule for the limitation trial?

MR. DONOVAN: I don't think so. Because I think the parties either will get the testing, I don't think any of us are just going to rely on some NTSB report. So I think either get the testing results. My guess is each of these parties are going to have their own experts, right? So I don't think anyone's going to rely on the NTSB.

MR. O'BRIEN: So if the NTSB results don't come out until next July, for example, can you still have a limitation trial in January or February or March?

MR. DONOVAN: Yeah, I mean, we're going to have our own expert, and I guess, Dordellas, Beijing, plaintiffs. There may be consensus, there may not be. But on the pipe...

JUDGE SMITH: Once the repairs are completed, what type of certification is going to be

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required and what would be the timeline for that certification before it can become operational?

MR. DONOVAN: For the pipeline?

JUDGE SMITH: Mm-hmm.

MR. DONOVAN: Yeah, that we're still working on. I'm not sure. I can't give you the level of detail yet. There is some, but once it's repaired -- this is -- to go back, right, it's been so long.

FIMSA has approved the repair plan. So we've had that in place. This is just execution at this point. I don't mean to belittle it. But it is just people doing what they do at this point. And we're pretty confident, or I should say the company and the people we've talked to are pretty confident this repair can be done and then the pipeline's ready to go.

MR. GARRIE: Before we get into more, just for my own clarification, have the parties met and conferred about -- I get you're going to get data and then you're all going to have your experts do their own reporting stuff.

My question is, have the parties actually met and conferred and come to any consensus besides NTSB's going to do it?

MR. DONOVAN: I don't think anyone's agreed

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that NTSB is going to do it. NTSB has told us --

MR. GARRIE: They've given you the opportunity to inform you that they're doing it.

MR. DONOVAN: Well, but I think my point is, you know, we just got the permit, we've informed NTSB. I'd invite kind of one attorney from each of the parties when we talk with the NTSB. Because they couldn't give us a lot of detail either. They just said, we're taking it, we're going to test it. We told them we have a protocol, we have a case, they said that's fine. And we said, okay, we'll call you back.

Nobody said we can't, I'm just saying that's what we've been told.

MR. GARRIE: Does each party have some designee to make sure they have a seat at the table with the NTSB conversation?

MR. DONOVAN: We've talked, but that needs to get developed still.

MR. GARRIE: We don't need to be involved in that process, but I'm sure you guys can imagine that if you all are qualified --

MR. DONOVAN: No, it needs to be one per party to deal with the NTSB.

MR. GARRIE: You guys work it out, and if

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there's an issue, just bring it to us.

Is that all right?

MR. O'BRIEN: I don't think the pipeline preservation protocol was ever finalized for the vessel interest or was it outside -- is it all done?

MR. DONOVAN: I thought they did. We did.

MR. HUGHES: As I understand, there are a couple of protocols.

I think that there's maybe one that we weren't a party to, but we're happy to sign on to it, if we haven't. I think there was a reference to it in a claim we got in an e-mail last week.

The only thing I want to add is, I agree with Mr. Donovan, we're at the beginning stage of this where we need to talk. But just so our view of it is clear, you know, within minutes of the time we got word that the permit was issued, we sent an inspection demand. We realize there are a lot of participants here. The reason we did that is we want a seat at the table, you know, we want to be included at every phase, we want to video what's happening. We want the opportunity, to the maximum extent possible, to have experts present. If there's going to be sampling, we want split sampling, we want to participate in sampling.

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And we want it to be clear that our expectation -- there will be limits and we'll work reasonably with people to do that, but our expectation is that we'll be included in the discussions about how to make this work so that we can have confidence we're getting the evidence we need.

JUDGE SMITH: Will this be video recording or will it be a virtual attendance?

MR. DONOVAN: Of the pipeline repair?

JUDGE SMITH: Yeah.

MR. DONOVAN: I think it's going to be both, like last time. We're going to have representatives.

The issue we've had in each of these, for those of you who have been, there's limited places. This is a working site. So what we've done is we've kind of worked where they might have one expert, we have one, but there's a livestream so other people can be watching it remotely.

But literally, we've done it, we've just started talking about it. I anticipate we'll be able to work that out, but if not we'll be back here.

JUDGE SMITH: Judge Carter mentioned that, I think he said the Special Master Panel, I don't think he said a Special Master, I think he said a Special

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Master Panel, should be in attendance at that. And I'm thinking that the logistics of that would be difficult to deal with. And that's why I inquired about the virtual possibility of having one of the Special Masters or the whole Panel, if they want, to observe that remotely.

MR. DONOVAN: Yeah, that should be available. It was last time. I mean, it's a feed.

MR. GARRIE: But it's four weeks, right, we're talking?

MR. DONOVAN: And this is like -- divers are --

MR. GARRIE: It's like watching paint dry.

MR. DONOVAN: Exactly.

So this is a measure twice, cut once. So the setup is a long time. The actual doing -- and, again, it's going to look like a pipe.

MR. GARRIE: They're going to do their job.

MR. DONOVAN: So it has a big knot in it, it's lifted. So no one's trying to --

(Speaking simultaneously.)

JUDGE SMITH: If we had a protocol in place whereby the SMP would be available, on call, in the event that there was some exigent issue that had to be resolved immediately, but have available to the

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SMP the video record of the entire proceeding, and perhaps virtual access to some of the more dramatic portions of it when the pipe breaks surface coming out of the water, I mean, I would love to see that, pardon me. That would probably work best. Is that the --

MR. DONOVAN: I think that would make the most sense.

JUDGE SMITH: Are we in agreement that that's probably going to stand?

MR. GARRIE: The judge may tweak it a little, but it sounds like we have general consensus subject to input.

JUDGE SMITH: We've got to deal with reality here.

MR. GARRIE: Subject to input.

JUDGE SMITH: Another thing the Court said while we were just in there, you all heard him, he wanted you to talk to the Special Master Panel about the timing for the report back date after the R and R of the pipe. Of course we don't want to make that too far away, but the last thing you want to do is have to come back into court and say, oh, we're not done, we need another week, we need another two weeks. That doesn't go over real well, as you folks

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have probably figured out so far.

So I'd like to have some discussion and some input from you folks as to what is a realistic date with enough of a cushion so that you feel comfortable in case some unforeseen circumstance arises that delays the process.

You understand what I'm trying to say?

MR. DONOVAN: Yes. Let me make a proposal and then other counsel.

So we've been working together, so there is -- what we need signed by Judge Carter is the stip on the second amended complaints, okay? And then we've worked with the parties. They obviously have motions to dismiss, even apart from what he's ruled on, they have on the merits, I believe. They want to file -- we've actually agreed on scheduling. And then we talked -- somebody talked, I think it was with you earlier -- so I think it's mid-November the judge had available, wanted it heard on the 14th or the 16th or somewhere, if he has availability there.

MR. O'BRIEN: Yeah, Judge Carter is actually looking at changing two dates, changing the reply date to October 31st and the hearing date to November 17th.

MR. DONOVAN: If we do that, I would suggest

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we do that all at once, Judge Smith, because otherwise, to your point, I think that would take us to the 13th, so why not just do it on the 17th?

We also have some interim hearings that I would say we don't need, at least with the judge, but obviously we will all appear if he wants.

But I think if we can get the stip entered for the second amended complaint, that then allows that schedule for the ships and others to extend if they have motions against that I think are different than were ruled on, they're entitled to file those, we can get those briefed, we can get those argued. And then also, obviously, we have -- we filed before you previously -- is to get a limitation trial date.

There is a difference, it's not a huge difference between the parties, I would suggest, but there is a difference. But those, I think, are kind of top of mind just for scheduling. And if the judge is on board with that, I think other than the trial date in which the class plaintiffs and Amplify suggested the end of February, the shipping defendants suggested April 2023. So we're, give or take, a month or two apart.

But that briefing schedule is critical so we could -- and that stip, so then the amendments are

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then effective, they can file their briefs.

JUDGE SMITH: So the report back on the status, sometime toward the end of November would probably be realistic. Is that...

MR. DONOVAN: My guess is November 17th, somewhere around --

MR. O'BRIEN: We have a hearing set for October 21st for the potential settlement between Amplify and the class action plaintiffs you would like to report, and then we have a November 17th. So those will be the two dates.

MR. GARRIE: And then we can satisfy the Court with the every-two-week update.

MR. O'BRIEN: Yeah, so I think that would work. We don't need to set up extra hearings.

MR. DONOVAN: There is also currently, I believe, an October 17th status conference that we've got --

MR. GARRIE: That's what I thought too, but it is...

MR. DONOVAN: That's off?

MR. GARRIE: I'll defer to Brad. Because when I found out it was off --

We'll go off the record for one second.

(Discussion held off the record.)

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MR. GARRIE: We can go back on the record.

MR. ORSINI: Can I just ask one clarification on dates?

I agree with Mr. Donovan, we ought to get that stipulation set and then we can probably line this all up.

JUDGE SMITH: Pardon me, could you take off the mask just for your...

MR. ORSINI: Sure. Kevin Orsini from Cravath.

I agree with Mr. Donovan that if we can get the stipulation date set and then a date to argue those motions to dismiss, perhaps we can update the Court on the status to the pipeline at that time.

MR. DONOVAN: Makes sense.

MR. ORSINI: I think -- Judge, I'm sorry, I didn't hear you. I think I heard you said that Judge Carter is thinking of adjusting the stip we put in which would have, what, the reply going October 31st?

MR. O'BRIEN: One week for a reply instead of two, and then the hearing of 17th.

MR. ORSINI: And then the 17th --

MR. O'BRIEN: Of November.

MR. ORSINI: -- for the argument.

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MR. O'BRIEN: And, Mr. Donovan, I think you're right, it was October 14th, which is the Monday after the weekend.

MR. ORSINI: I see. Okay.

MR. O'BRIEN: November 14th.

MR. ORSINI: Okay. Thank you.

MR. O'BRIEN: We'll confirm.

MR. GARRIE: But there's no hearing on the 14th? The 21? We'll get the dates straightened out today.

MR. DONOVAN: If we could just get that so everybody knows.

I think the things to do is -- Matt, what's the ECF number?

MR. OWEN: It's 436.

MR. DONOVAN: ECF 436 is the stip on the second amended complaint, if that gets entered. And then if you can tell just tell us, so the parties know, the dates for the briefing, the hearing, and which hearings are off.

MR. O'BRIEN: I'm pretty certain it's October 14th and November 17th, but we'll confirm.

MR. DONOVAN: And personal request, on October 21st I'm due to be on vacation still, so if we can move that hearing to the following week, if

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that's amenable to the class plaintiffs.
MR. ORSINI: To help Mr. Donovan take some bullets on that, I would join that request for the same reason.
MS. HAZAM: I'll third it. So that, perhaps, makes it more helpful.
I will say this, and this is a question we anticipated --
JUDGE SMITH: Could you grab a mic?
MS. HAZAM: Of course. Sorry.
I'll just come up and stand here.
We anticipated that the Court and/or the Panel might be asking us about our settlement status and the filing for preliminary approval. We had indicated we would file by October 17th. We still hope to beat that date. I can't tell you for sure that we will do so or by how much today, but it may be that we're filing that in advance such that, you know, we could have a hearing well before the 17th when people are available. Otherwise, we have no objection to it being later, to avoid conflicts on the 21st.
JUDGE SMITH: To the extent that you're able to do so in mixed company, pardon the expression, folks, what is the general nature of the injunctive

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relief that is going to be part of -- I assume it's future operations of the pipeline, although that's sort of an assumption on my part.
MR. DONOVAN: Yeah, you're exactly right. I mean, we'll detail it, some of it won't surprise you, I don't think any of it will surprise you.
JUDGE SMITH: So it's safety protocols, inspection procedures, operating manuals, that kind of stuff?
MR. DONOVAN: If you look at the plaintiffs' complaint, I mean, frankly, that kind of drove a lot of it. So if you read the plaintiffs' complaint, a lot of it -- and some of it subsequently we agreed to with the government, but it started with the claims in the complaint. We've conferred with them. So you'll see a lot of it, that's the genesis of it. I would say, not surprisingly, we didn't agree to all of it, but that's the place to look and then we'll detail it.
JUDGE SMITH: I'm assuming included in that is a requirement that one of the Special Masters will be attendance 24/7 in the islands.
MR. DONOVAN: One new resident in Hawaii.
JUDGE SMITH: We'll talk about a reduced rate for that, slightly reduced rate for that

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service.
MS. HAZAM: And depositions on the Greek Isles.
JUDGE SMITH: Thank you.
Let's see, we did have an agenda that we were looking at here.
MR. O'BRIEN: Before --
JUDGE SMITH: Go ahead, Brad.
MR. O'BRIEN: So as I was walking in here just now, Judge Carter mentioned he might set an early trial date. He didn't specify a date, but he's certainly looking for something more aggressive in light of the permit being issued. So I just want to make sure that all the parties are in accord that the limitation trial can go forward even if the NTSB hasn't issued its actual findings.
MR. DONOVAN: Yes.
MR. O'BRIEN: Can we hear from the vessels too, all parties?
MS. HAZAM: Special Master O'Brien, we couldn't hear you well back here. I don't know if there's a microphone there or if we should come closer.
MR. O'BRIEN: Jim took it.
JUDGE SMITH: I don't want him talking.

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MR. O'BRIEN: I'm sorry.
So Judge Carter -- is this on?
JUDGE SMITH: I don't know. Check and see.
There you go.
MR. O'BRIEN: Judge -- this is much better.
Judge Carter mentioned to me as I was walking in the door for this hearing that he may set an earlier hearing for the limitation action -- earlier trial based upon the fact that a permit's been issued, and I just wanted to hear from all parties whether they're in accord that the limitation trial can move forward even if the NTSB has not completed its evaluation and issued findings.
JUDGE SMITH: We expect something big now that you're going to --
MR. HUGHES: Jonathan Hughes for Dordellas.
I think our -- we're a little bit handicapped. It sounds like Amplify has started talking to NTSB, though maybe they still have further to go. We may be invited now to participate.
I think our sense is we are in accord that we wouldn't need to wait for a final report. I don't think it's our expectation that the determination by the NTSB will be a driver in the trial that we need to wait for.

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But what isn't clear to us is, since they're claiming they're going to take possession, that's their view, and they're going to be generating data, presumably, associated with their review of the pipe, that there may be data that NTSB generates through their work that would be important evidence.

I think, at this point, we don't know whether -- will we have the same opportunity to generate the same data, and it's just simply we're acting in parallel, which maybe means we don't need to wait for NTSB or will they have some access or ability to generate data that might be important that we wouldn't be able to, in which case we may be dependent on what they generate.

MR. GARRIE: So the net effect is, is that you don't know because you don't know what they're doing yet. So I think from where you sit, until that's more clearly defined, it's our view any of the parties -- well, at least -- is it the same view for all of the ships?

MR. ORSINI: So I think we come out the same place. The way I would describe it is, as long as we have access to evaluate the pipeline and we have access to any data that is generated, then I don't expect we would need to wait for the NTSB to say

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whatever it's going to say at the end of the process.

If, however, they're not going to let us have access to analyze the pipeline or share with us the data, and it may not be "or," it's probably both, right, then it doesn't do us much good if the pipeline's off the bottom of the ocean.

I expect we will be able to have discussions with Amplify and the NTSB, and I'm hopeful that the NTSB will allow for a protocol that gets us the information we need.

I've had varying levels of success with that in other government investigations like this, but as long as we get the data and the inspection opportunity, I'm not going to say I don't care what the NTSB says at the end of the day, I might, but I don't think we need to wait for that to have a trial.

Is that clear?

MR. O'BRIEN: It does. Thank you. But there's still the question of when will the data be available. What the NTSB will be doing to start their testing and all those things.

So what is that date, I guess, is our question.

MR. DONOVAN: Yes, so I'll coordinate a call with the NTSB lawyer who -- we have a name and a

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number, if Judge Carter wants to invite them.

And just to Mr. Hughes' point, we didn't tell -- NTSB kind of told us. They're not people that really -- they're kind of directing people, not really listening people. So we'll have a conversation. And I think the point being is if any of us are unsatisfied, I think we quickly will come back to Judge Carter and my guess is he would invite the NTSB and make clear that he has a case and he expects everyone to have access to this data.

So I don't think it's an issue. I don't think we should hold up.

Now, obviously, if you don't get access, we'll have to reevaluate, but the expectation is, at least as Mr. Hughes said, the data, either we're all going to get data or we're all going to do our own inspection or something, but we're all going to work together to have the NTSB do it or watch it or something. But that's the expectation.

JUDGE SMITH: Is discovery still on track?

MR. DONOVAN: Yeah, I think so. You all issued some orders, I think we're all digesting those.

JUDGE SMITH: Any questions about any of the orders that were issued last week?

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MR. DONOVAN: I think the answer is yes. My suggestion, at least from our side, and we need to confer a little bit with -- to see if we're all aligned or not on what the different orders -- and we can address some of it today, but I'm not sure, at least for Amplify, some of these we're still digesting.

JUDGE SMITH: So you're suggesting you might want to meet and confer about that before we go any further?

MR. DONOVAN: I think so. I don't know about you guys.

MR. ORSINI: We had one question -- Kevin Orsini for the Beijing entities -- on the cell phone order in terms of preservation in terms of our crew members. The way I understand the order is that we are responsible for preserving those cell phones and then --

JUDGE SMITH: Either mirroring it or copying it or whatever.

MR. ORSINI: I'm sorry, Your Honor?

JUDGE SMITH: Preserving it, yes.

MR. ORSINI: Right. So that's actually where the question arises, because as I read the order, we have to preserve it, we give them a list,

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they get to pick two individuals, we then collect and produce for those two individuals.

My question is, very simply, we've provided preservation notices. We're speaking with the crew members -- we've already spoken with most of them -- to make sure they know they have to preserve them. The question is, do we have to image all of those cell phones right now? I did not read the order to require that. And it seems to me that as long as we have given the directive, we don't need to image them all, personal devices at this stage, but I wanted to make sure we understand what you expect us to do.

MR. DONOVAN: Our view is, it's really late already. I mean, if these things aren't imaged, things are going to fall off.

Also, this is part of the meet and confer. If people aren't getting their cell phones imaged, then we're not either. I mean, this is kind of a goose gander which seems to be the Panel's rule. It's one or the other right?

And, frankly, to Mr. Orsini's question, it's a fair question, I think we need to meet and confer on how broad is each side doing.

But our view of the imaging, they need to be imaged. Otherwise stuff's going to fall off.

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MR. GARRIE: So how you preserve it, if you want to buy them new ones, if you want to tell them, right, the law's pretty clear. If they botch it and they destroy it, that sits on you for all of the cascading effects that come from a failure to preserve. If -- if -- there's lots of "ifs" here, right, if it shows that the custodian is relevant, if it's shown that this person... but let's be clear, if all of those "ifs" get checked on the discovery train and they go to find the phone and the phone is -- I mean, I've seen it all, right, I've seen bullets, I've seen rat feces. I've seen it all, right, and if you don't have the phone and there's a showing that it's responsive, it's relevant, they're a relevant custodian, and they didn't preserve it. And even though you gave them a letter, that isn't going to come out -- like, there has to be some affirmative level of comfort whether they got new phones, whether you believe them to be properly preserving it, whatever that appropriate step is.

I rarely take the position that I'm going to be prescriptive to tell you to go out and use BlackBag, whatever, Cellebrite, who cares, to go and do it all.

But I want to be very clear, if the

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discovery train leaves the station and it ends up breaking the other way, that is a risk you need to manage against the benefit and your confidence level. You're the ones interviewing them, you're the ones talking to them, you're the ones who know who they are. You know all those pieces and I would just encourage everybody to use a reasonable level of responsibility there. And, I mean, I don't know if they're flip phones or iPhones or whatever. I have no knowledge of it. But I want to be very clear that if those boxes are checked and there was a failure to preserve, sending the letter isn't going to be sufficient.

MR. ORSINI: Thank you.

That's exactly the guidance we needed. And I think with that guidance, as Mr. Donovan suggested, we can meet and confer.

MR. GARRIE: I'm not going to dictate, go out and use Cellebrite image or go out and buy everybody new phones and put them in a safe, right. Frankly, everybody's different. We have some people that still use flip phones. But I would encourage you to use reasonable.

MR. HUGHES: If I could, Matt.

MR. OWEN: Sure.

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MR. HUGHES: The only issue, and I agree we need to meet and confer on this. We will have conversations, we'll talk about what we're doing, what we are going to do is comply. And we read the order. We will take all steps that we're able to take toward compliance.

The only thing I'm -- maybe I shouldn't say "only." One thing that jumped out at me that I'm worried about that I want to just put a marker down for now and we'll talk about it is the prospect of being under an obligation to do something that we don't control. So in other words, if you have people who are off contract, people that we don't have the ability -- we call them up and say, hey, there's an order, we need your phone and they don't agree to do that. We don't control them, they're not our employees, they're not our agents. We don't have a legal right to demand it from them.

So I'm concerned about that. I think there's more information we can share before we get to the point that that's a dispute that we would ask to be resolved.

The only -- the -- I think from a procedural standpoint, absent some agreement among everyone, we would have -- we have that concern and we're

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concerned about being subject to an order that we can't potentially control compliance with, we'd have to file an appeal, I think under the current rules, within seven days of an order and get that teed up.

My preference would be to try to work it out with the parties, say this is what we're doing, this is what we think we can do, this person we're not sure about. And maybe we get to an agreement and folks say, just do the best you can, see how far you'll get, then we'll worry about it. Or maybe people will say, no, no, no, you have to do all this now, we can't wait, and then we'll file our appeal.

That's the one thing that I just didn't want that to pass without people understanding we're concerned about that.

MR. DONOVAN: Yeah, in order so we can talk, because I don't want to brief a bunch of appeals, can you extend the date by 21 days instead of seven? Because otherwise, I don't want to have to respond to an appeal that maybe in two weeks we can work out.

MR. GARRIE: We need to meet, but I'm not opposed to reading pointless appeals. So I would prefer not to.

How about you -- we meet and confer, I don't know, 21 calendar days, 21 business days?

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MR. DONOVAN: I don't know, but you said seven days.

MR. HUGHES: Seven days, yeah.

MR. DONOVAN: Since he issued it on Saturday, it's this week -- so it's just -- yeah, 21 days, that gives people time to meet and confer. And if they can't, then they can still -- that at least gives --

JUDGE SMITH: Sounds like you're gravitating towards ten days is what it sounds like you're gravitating towards.

MR. HUGHES: A ten-day extension?

MR. DONOVAN: Yeah, ten days.

MR. HUGHES: If it's a ten-day extension, that gives us --

MR. GARRIE: Just for the parties' benefit, right, if there are these custodians, there is an expectation that you are documenting it and communicating it.

MR. DONOVAN: I didn't hear what you said.

MR. GARRIE: I said if there is issues like you don't control somebody, a mobile phone is lost, flushed down the toilet, whatever it may be, that it is properly flagged, communicated, and raised in a timely fashion.

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So let me give you an example. If you're doing the interviews and they're like, sorry, we threw out our phones, we don't have them, whatever it is, that needs to be communicated rather promptly and efficiently, whether it's through your weekly meet and confers. I'm not frankly going to tell you how to do it, but it will not be a positive outcome if it comes to us that you learned this a month ago and we're going to trial in, whenever, February, April, whenever it may be, like, you know, weeks before discovery's done and you're telling people, the key custodians, their devices were trashed and you sat on it for a month or something like that. That will prove very problematic and everybody should be moving with all due haste if we're going to do this in February or April, right?

I mean, what's the -- I mean, I don't know, Brad or Jim, you guys want to weigh in?

JUDGE SMITH: We may have a new BleachBit 2 here. I don't know. We'll see what happens.

Brad, did you have something you wanted to add?

MR. O'BRIEN: No.

JUDGE SMITH: Folks, one of the other things that we wanted to talk about was the Danit

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inspection.

I'm sorry, Counsel, did you have something you wanted to add? My apologies.

MR. HUGHES: Well, it will probably come up at the meet and confer that we all just agreed to have. But I just -- I thought I wanted to say out loud that there may be a diversion so that we can't quite tell about this cell phone issue as between the Beijing and the Danit. We'll discuss it.

But the reason that we gave the Panel a copy of Mr. Greenberg's letter is because we have been under the impression that the Dordellas parties were relying on crew counsel to perform custodial interviews in this case, meaning to determine from their custodians whether they had relevant information. And that e-mail makes us think that Mr. Greenberg doesn't know what the issues might be in this case -- relevantly, any side might include in documents or information about the seaworthiness of the vessels, the negligence in respect to the training of the crew, the accident repairs to the ship, et cetera.

And first his e-mail seems to say that he doesn't know much about the case and also says he hasn't been participating.

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JUDGE SMITH: You're not buying into the windy day analysis?

MR. HUGHES: I did not, Judge.

I guess our question is, we saw the Special Master Panel's order, you know, and sort of spot checked with two phones and kind of trust but verify the custodial interview theories was how we read it. That makes sense under -- under the assumption that you can trust the custodial interviews at least a little.

Our position was these -- these devices should be collected and searched in order to keep us all on schedule and if -- if the different shipping defendants are taking different approaches to holding those custodial interviews and identifying the types of information that would be relevant to this case, not just, hey, did you send a text message about an anchor drag. You know, who knows what's really going on.

Then the sort of spot check trust and verify theory of the Panel's order on Saturday may not make as much sense. So our view, first, is we'd like to know if it's true that Mr. Greenberg and his firm are responsible for these custodial interviews. And if that is true, then our suggestion is the Panel should

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revisit that order, at least with respect to any party that's relying on someone other than a firm who's appeared in this case and accountable to Judge Carter for the custodial interviews.

That's the first thing.

And the second thing is, I totally take Mr. Hughes' point about -- I understand his point about control and employment, but it's hard for us to go very much further without an answer now as to who the employers of the crew are for both ships for their custodians as of today, so we then -- what the relationship between that employer and the parties are. Otherwise --

MR. GARRIE: Any lack of control or that concern, which I fully appreciate, needs to be flagged by the end of the week. If that's a real concern for anybody about their employee not being still employed or within your control, right, I would assume you would know if a particular individual is no longer within your control.

If you don't know, I'm not opposed to that, but there has to be some explanation. These are the people, these are the people we can get ahold of. These are the people in Ukraine. But whatever the facts may be, there needs to be a very quick and

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clean communication line here so we don't keep having the same conversation about people missing, people this, whatever, let's just talk specific people, where they are.

And if you can't reach them, you can't reach them. There's no opposition. That's a separate conversation, a separate factual analysis, but I don't want to have pointless conversations. What I want to have is specific conversations about specific things about specific people and specific concerns, not in the -- not in the -- not in the ether of guessing.

And so I would encourage that to be done by this Friday at the latest. I mean, not detailed, but like, this person is dead, this person is no longer here, whatever it may be, so that way there can be an effective -- we may not have to talk about it at all because you got everybody or there may actually be an issue, but we need to clear this, clear the deck on it quickly.

With regards to the windy day and the e-mails on Chaldis [phonetic], I was a little confused. Is this person a lawyer representing -- like, he represents the crew, I get that. Has he talked -- like, I was a little -- when I got the

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letter, I'd appreciate a little context as to what who the -- like, when was he retained? What's his job, basically?

MR. WALSH: So first of all, Matt, we'll go through the details with you in a meet and confer, and if you're still unsatisfied when we come back, you can raise that.

Mr. Greenberg represents the crew from January of 2021. He also represented the crew that were on board on October 16th, to the extent there were some differences between them and they were being interviewed.

So he was retained back -- October. Hasn't had really much to do with any of that.

Now, we've been dual tracking trying to get our arms around this ESI cell phone devices thing. So to the extent we have people that are reemployed by us because they've been off a ship, off contract not our employees, went to work for somebody else and have now come back to one of our ships, to the extent we have control, communications, we're exercising that. To the extent that somebody's on vacation and are off contract, but we know how to get them through manning agency, we've passed that information on to Mr. Greenberg, we've also tried to contact them

through our own clients directly as well so we can at least get them to talk to Mr. Greenberg or us, either way. So it's been dual tracked all along.

MR. GARRIE: I get it. There just needs to be who they are --

MR. WALSH: The problem is, this states by the end of the week. I mean, we'll do what we can, but the challenge is that, you know, a guy in October may have very well been in our employ, but he wasn't in our employ in January or vice versa. These guys work for different ships and a lot of them don't even return calls or e-mails. They don't know who we are.

MR. GARRIE: My point is you have a list of who you paid and who was on that ship.

MR. WALSH: Right.

MR. GARRIE: And I assume from the list of people that have been paid, these are the people we know where they work and these are the people we have no idea if they're living or not.

MR. WALSH: I'm going to confirm --

MR. GARRIE: You can put the three buckets together however you want, but the general gist is, I don't want to have more conversations about pretending and guessing because if you don't have any employees that you can't reach our individuals that

are inaccessible, then we don't need to talk about. If there are actual individuals that fall in that bucket, then we can have a substantive conversation about it, but why brief and write motions and all of that.

MR. WALSH: I agree.

MR. GARRIE: If there are issues, you can talk about it and then reasonable minds should prevail.

MR. WALSH: This is something that we talked about before. We don't want to delay discovery. We want to get this over as well and get these folks satisfied so we can move on with the case because this has nothing to do with the case.

MR. GARRIE: I'm fully on board with you --

MR. WALSH: So that's our goal. I'm going to defer to my co-counsel who have been working on the details, but as far as Mr. Greenberg's concern, I got ahold of him yesterday, I encouraged him to try to come.

MR. GARRIE: I just found his letter perplexing.

MR. WALSH: You know what, I've known the guy for a while. I rolled my eyes when I saw it. I wasn't really happy that he had to throw that in

there because I think it was unnecessary. We're encouraging -- we told him, look, this is a nonissue for us. We want to comply as best we possibly can. We need your help to do that. He's been -- he and his colleague have been working hard on that as well.

MR. GARRIE: You can imagine Judge Carter reading about a windy day --

MR. WALSH: I don't why they sent it to you as far as that very reason because they figured you're going to share it with them. So anyway -- and that's -- he's been in front of Judge Carter before.

MR. GARRIE: So then he should be crystallized in his understanding of --

MR. O'BRIEN: Procedure.

MR. OWEN: We'll discuss it. I'm sure we'll take a break and have a meet and confer with counsel.

But just as a general matter, the thing that we all want to know from our side, a couple things about custodial interviews. We want to know who's actually doing them and who's responsible for doing them and whether those people are inquiring about every subject on which we propounded discovery and whether they would have responsive documents and not just, you know, do you remember anything about an anchor strike or a windy day or something like that.

As long as we have that information, we have it out of dispute, then we can come back to it later or we won't and we're happy to talk about it.

But our preview of our concern will be that if those interviews are the basis for not collecting, so far, as far as we know, a single personal device from anyone other than the captain of the Danit in this case, and a conclusion that there's a lot sort of a lot of nominal custodians that have no responsive documents, then the reason that counsel has concluded that is because of Mr. Greenberg or similar inquiries. And if that's not sufficient to us, then we'll reserve the right to come back to you and ask Your Honor --

JUDGE SMITH: I think we all understand the issues involved here. I appreciate your concern about the letter. I appreciate your frustration over the nature of the response that you got from him, and I think you folks will have to work it out between you or try to. If you can't, then, of course, the Special Master Panel will get involved and really screw it up.

I urge you to get together and talk about it.

I had asked about the Danit inspection. Oh,

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I'm sorry, did you want to be heard?
MS. HAZAM: Yes, with regards to the Special Master Panel's ruling on the supplemental notice. Would you like that to wait?
JUDGE SMITH: It's on our agenda.
MS. HAZAM: Would you like me to wait until it's called?
JUDGE SMITH: It's on our agenda, yes.
The Danit inspection, is that scheduled or what's the status of that?
MR. WALSH: It's not scheduled yet. The issue that we have is the ship is in dry dock, it's supposed to be there until the end of October. It's in China. There are some restrictions on COVID, you know, moving around in China as well as the shipping yard, shipyard.
JUDGE SMITH: Is that creating any kind of a problem with our discovery schedule or is it something that you can work with?
MR. WALSH: I think we can work with the inspection afterwards. The issue that we're focused on the most at the moment is is, from what I understand, it is pretty common for the ship to take the anchors out, lay them out on the dry dock, inspect it, in some cases repaint certain shackle and

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then have it housed again. There's going to be some work and some inspection.
So the class in particular, but I think other parties may -- it looks like Mr. Donovan wants to talk about it as well, want to know what's going to be done with that particular port anchor. And we're trying like the dickens to work through it. The last thing we need to do is not do an inspection or not do some repairs to the anchor and then have an accident two years from now and we'll be doing something else. So we're trying to figure out...
No work has been done to the anchor, from what we understand, so no work will be done until we get back home, but we're going to be running out of time here before too long, so we're trying to figure out how best to get that preserved so folks can inspect.
MR. DONOVAN: I think this is a percolating issue. This ship, we could've arrested, we didn't. You took it home with you. It's now in China, which basically nobody can get to.
JUDGE SMITH: It's in dry dock in China?
MR. GARRIE: Yeah.
MR. DONOVAN: We appreciate the forthrightness. But we got an e-mail that said --

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JUDGE SMITH: Because we need to know --
MR. DONOVAN: I understand what Mr. Walsh has said, so I appreciate that, but until I just heard that, they said they were going to do all these repairs, including painting or changing the anchor. You shouldn't do that.
JUDGE SMITH: We need to know exactly where it is so we can make airline reservations for the flight over.
MR. WALSH: I don't think you want to go there.
MR. DONOVAN: I think this is not an issue for today because we need to meet and confer, but it's kind of an issue.
JUDGE SMITH: We're obviously going to have to take a break here pretty soon and then we'll get back together for a wind-up session. So if you can put that on your list of things to discuss, I'd appreciate it very much.
MR. O'BRIEN: We have two more issues, supplemental notice and deposition protocol.
So notice first?
MS. HAZAM: Sure.
MR. O'BRIEN: And they were just recommendations.

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MS. HAZAM: Thank you, Special Master Panel.
We would like to seek clarification on some aspects of the ruling on supplemental notice and, in particular, regarding the method of disseminating it.
As the Panel will recall, class plaintiffs had objected to the original newspaper notice based both on its contents and the fact that it was not direct noticed to identifiable class members.
And we argued that given the ships were saying that there couldn't be a class claim in limitation, the direct notice was called for under Federal Rule 23(d) and was, in fact, feasible, given information we were going to be obtaining in discovery.
The Court then ordered supplemental notice, even though it was not yet reaching the viability of a class claim in a limitation action. As part of that order requiring supplemental notice, the Court said that the prior notice was not adequate for all persons asserting claims and also addressed the content points.
The parties subsequently agreed that notice should be made directly to all identifiable class members via direct mail using a list compiled by a notice provider. And the notice provider's efforts

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to compile that list are already underway.
The parties informed the Panel of that agreement. It's in our briefing. The Panel's order, however, refers to newspaper notice and social media notice and makes no reference to direct notice.
So our request for clarification is what the Panel's intent is with regards to direct notice.
MR. O'BRIEN: Let me ask a question. You are reminding me that there was an agreement, at least among certain parties, that there would be direct notice. That was not in dispute.
Are there any disputes among any of the parties relating to what that direct notice should be?
MS. HAZAM: So I think you may hear from the ships that they understood the order from Saturday to mean they no longer needed to do direct notice. So their position may well have changed, they'll speak to their position.
Prior to that ruling, class plaintiffs and the ships had agreed and stated to the Special Master Panel both during hearings and repeatedly in our briefings that we were in agreement, that there should be direct notice to identifiable class members. And we had set in motion the process of

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compiling the list to make that happen.
So when we saw that the ruling only referenced newspaper notice and social media notice, it raised this question. We did have agreement on that point, whether that agreement still exists is a question.
MR. O'BRIEN: The point of the order was not to eliminate the direct notice. So I would ask that the parties get together and decide what that notice should be and advise the Panel accordingly.
MS. HAZAM: Okay. Thank you. We can do that.
MR. O'BRIEN: Thank you.
May I also ask about the social media component?
MS. HAZAM: Sure. And, in fact, I do have one or two other points of clarification that I don't think are necessarily a dispute, but may be needed.
So the Panel's order also included a claims form, and the form of the notice that the Panel had endorsed referred to it being attached. That's easy to do if it's mail notice. It wouldn't necessarily work via newspaper notice.
So we assumed that that is now what the Panel would be endorsing, is the direct notice

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including the claim form.
What we don't have is an order regarding what will happen to the claims forms as they were sent into the clerk's office. We had provided in our papers, as a model, the order in BP that directed the clerk's office to file those without a filing fee in a separate docket number, and we had done a draft proposed order designed to make that happen.
So without that order, we're just a little bit concerned that if claims forms come in via mail to the clerk's office, the clerk's office may not know what to do with them. So that was another question we had, is whether the Panel anticipated there would be such an order.
MR. O'BRIEN: I'd like to hear from the vessels. But the proposed order had certain terms that the Panel wasn't ready to recommend at this point, the master answer, for example.
MS. HAZAM: Okay.
MR. O'BRIEN: But we are interested in the parties advising us on a practical way for the claims that are being submitted to the clerk to be --
MS. HAZAM: Docketed and shared.
MR. O'BRIEN: Yes.
MS. HAZAM: And I'll give our position, they

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can give theirs.
We had suggested a master complaint and answer because that was used in BP, it was used successfully. It avoids having these laypeople, plaintiffs, who are largely without counsel and have modest claims having to draft the full facts section to somehow accompany their claims form. In other words, all the allegations regarding liability that would go to the questions of exoneration and privity.
We had suggested using the existing class complaint in limitation not because the claimants would then become part of a class -- that remains to be determined -- but they can join as individuals. We indicated that if the Court preferred that we do a separate complaint in the limitation action that is not a class complaint that people could join to, that would be a possibility too. In fact, in BP, it was essentially a nameless complaint, like it was a complaint and everybody who submitted a claim form was joined to that complaint and to the answer.
Thank you.
JUDGE SMITH: Anything else?
MR. O'BRIEN: No. We have a response.
MR. ORSINI: Kevin Orsini for the Beijing entities.

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Couple points of -- well, just a couple points. We will meet and confer about the direct mail. I hope that no one would object that in the meantime we get notices out by newspaper and social media. We think we can get the newspaper notice out this week. We're hopeful that we can get the social media campaign done next week. We have some consultants who are a lot smarter about how Facebook and Instagram and those work than I am. Don't tell them that because I represent them.

But we think we can get that going.

Just so people understand logistics, I want to make sure the Special Master Panel's aware of how we're going to do this. On the newspaper notifications, we obviously can't attach the claim form, as Ms. Hazam noted. So our expectation would be that we include in the notice a website that people can go to and download the claim form. I think we should still do that, even if we're going to do direct mail because I think the direct mail only covers a subset of potential claimants. So people will see, go to www.oilspill.com, whatever it's going to be called, and they can download a claim form there. That's point number 1.

Point number 2 is, I believe our proposed

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notice included color. I'm told, at least the L.A. Times won't do color or can't guarantee color. So we're not going to be able to use color. We can meet and confer about whether maybe bold or underline would work, but I just didn't want anybody to be surprised by that.

The last point is on the logistics for what happens when the claims forms come in, we can meet and confer about that, come up with a streamlined solution.

I mean, from our perspective, just speaking for the Beijing entities, I think the master complaint, master answer process creates for more paperwork and work than we really need. What we were envisioning was, as long as somebody puts that claim form in before the monition period is over, they have put down their chit that they have a claim.

I think we all know, generally, what the allegations are that are going to be tried in a limitation action, so I think we can do something quite simple in terms of docketing, but we can meet and confer on that and I'm sure we'll find an agreement.

MR. O'BRIEN: We have adopted your red coloring. We appreciate it.

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Part of what we're trying to accomplish, the proposal for the vessel interest actually had, I believe, the individuals responding to the vessel interest complaint, filing an answer as part of that claim form. And that seemed to us to be quite a task for individuals and to be done that quickly. And so we were trying to find a middle ground so that the claims could be submitted. Everyone is aware of who the claimants are and we can move forward and deal with some of these other issues.

If we can meet and confer on how to make the process work so the claims forms don't go in the recycling bin, that would be excellent.

MR. ORSINI: That's perfect. My experience in these big cases like the wildfire cases is we have these master complaints, we have notices of adoption, nobody ever looks at them, we create all this paper for no reason. So we can meet and confer on a solution.

Thank you.

JUDGE SMITH: Did you have anything else?

MS. HAZAM: Just very quickly, class plaintiffs have no objection to there being a website that has the notice and a downloadable and printable claims form. There's no disagreement there, as we

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discussed morning with the ships.

We do really believe that there should be direct mail notice to identifiable class members as we previously had agreed with the ships. So if there's any question about that, we'd like that to be set on a very fast timeline for resolution. We're happy to meet and confer and find out.

MR. O'BRIEN: The intent of the order was not to eliminate the direct mailing.

MS. HAZAM: Understood.

With regards to color and the L.A. Times, it is what it is, we understand. Hopefully the color will go in the mail notices so that we still have the effect of the red.

With regards to sending in claims forms and their docketing, what we want to avoid is a later challenge against these laypeople, unrepresented claimants, based on them not having recited all the factual allegations of the case. If there's a way to avoid that through stipulation or otherwise rather than through a master complaint and answer, we're happy to contemplate it. Master complaints and answers and some form of adoption are quite common in mass torts, including in the wildfire cases.

But if there's another method, so long as

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we're not then going to be facing motions against all of these claimants based on, well, they didn't say anything about why this shouldn't be exonerated or how we're not in privity, then that will satisfy us.

MR. O'BRIEN: Please meet and confer on that issue. It's not our intent to make it overly complicated for the claimants.

MS. HAZAM: Thank you.

MR. GARRIE: By when?

JUDGE SMITH: We can -- when we talk about that, we can reconvene later and you folks can give us a status report on what progress you made. I'm not expecting that you're going to resolve all these issues in the next 45 minutes, don't get me wrong, but at least you'll have a process in place to discuss them and we can talk about that then.

MR. DONOVAN: Some of these on the meet and confer, I think some of these people have team members that aren't here, so I think some of these meet and confers will have to go during this week and maybe we can have a Zoom update. Because I'm not sure -- Mr. Orsini is very good, Mr. Hughes --

JUDGE SMITH: Well, you can just give us your --

(Speaking simultaneously).

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MR. DONOVAN: -- but I'm not sure all the people who worked on each these issues are here today, so I don't want you to think we are going to be able to get this out.

MR. O'BRIEN: Do we have October 6th reserved?

MR. DONOVAN: You have something on the calendar for Zoom. I'm happy to spend time. I'm just not sure all the people are here. I assume for you guys too.

MR. ORSINI: I'll just send a supplemental notice, but my expectation is we ought to meet and confer today or tomorrow with the relevant people. I'd like to have that completely resolved, or if there are issues that need to be resolved, done this week. Whatever notice needs to go out, we ought to get out.

JUDGE SMITH: After our break, you can give us a status on that and see if you can get to some agreement as to how you're going to proceed and give us a timeline so we can report back to the Court. I appreciate that.

You know, the Court also in the session you just left -- I said a few minutes -- a half hour, 45 minutes ago, indicated that he wanted some input

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from the counsel for the interveners or the proposed interveners as to the reason for the intervention.

So could we hear from you in that regard?

MR. BENTCH: Sure.

Jeff Bentch for the proposed interveners and the subrogated insurers.

Essentially, Amplify has a liability tower of insurance that was put into play by the oil spill. There's four layers of insurance. And we're in the top one now. And so it's a fairly --

JUDGE SMITH: I think more than the -- than the details of the policy and the coverage involved and what's triggered and whether there's excess and whether there's an umbrella policy someplace or whether you signed a personal guarantee for all of it, I think we're more interested in what interest does the -- what would be the interest of the carrier, what interest does the carrier have, direct interest in this lawsuit. You have a derivative interest through your insured, obviously, I mean, always, but that's -- that's so in any construction defect litigation or personal injury litigation or homeowner, homeowner association litigation, the carrier always has an interest, but it's derivative and is based on their rights of subrogation or

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whatever it might be.

What would that -- what would the direct participation of the carrier in this action, what is the rationale for the need for that?

MR. O'BRIEN: And let me ask one question.

Do you have divergent interests, for example, based upon the claims that are covered by the policies versus the claims that are in the litigation?

MR. BENTCH: There's no divergence on liability. The divergence is in what damages can be recovered by what party. And the courts throughout the ninth circuit and everywhere else in the country routinely recognize that a subrogated -- an insurer's right to recover in subrogation for amounts it has paid under its policy is a protectable interest to justify an intervention or to sue in their own name directly. While they do stand in their own shoes, they do have a contractual and equitable right to bring the direct claim against the party that was responsible for the event that triggered the payment.

Second, in California, it's even more of a protectable interest with the made whole doctrine. The made whole doctrine says an insurer cannot recover what it has paid until the insured has been

wholly -- made whole, fully recovered, unless the insurer participates itself, intervenes in the insured's attempt to recover, or files its own lawsuit.

Since this is the only lawsuit and res judicata would prevent any -- it would prejudice the subrogated claims down the road and there's no place else to bring them, it's kind of a standard protectable interest to bring them here.

JUDGE SMITH: Dan, do you have any questions?

I won't ask if anybody has any opposition because you've already indicated your non-opposition at this point in time.

MR. ORSINI: Just one point to add, in case Judge Carter asks it, because I understood one of his other questions was a representation from all the other parties that if Mr. Bentch gets to join this party, it won't impact the schedule.

Our view is it doesn't impact the schedule at all. As I understand, they've filed a claim of limitation action already. So what they're seeking is intervention in Gutierrez, since all the discovery right now is focused on liability.

I spoke to Mr. Bentch and asked whether

they'd at least be willing to give us some high level, a review of what they paid and in what category so we understand what their subrogated claims are.

It's not usually my position to stand up and help insurers come into cases, but since the judge asked the question, I don't see any impact on the current schedule if the motion's granted. Which is what you are proposing.

JUDGE SMITH: So there wouldn't be any possibility of repetitive discovery or duplicative -- that's a tough word for me, I've always had tough with it -- duplicative discovery or things of that sort.

MR. BENTCH: If you could elaborate on that a bit more, Your Honor. I don't think so, but I want to make sure I understand your question correctly.

When you say "duplicative," like us having separate --

JUDGE SMITH: My deposition has been taken in this case by everybody except for you. Now you come into the case, you want to take my deposition again.

MR. BENTCH: No.

JUDGE SMITH: I don't even recall my

deposition having been taken.

MR. O'BRIEN: You took the Fifth.

JUDGE SMITH: Did I take the Fifth? Okay.

MR. BENTCH: And the other point that I think is kind of important to consider when you're talking about the timing of this intervention, is that in the limitations period, which Mr. Orsini rightly recognized we've already filed in, the monitions period is still open, right? And so it's still -- the joinder deadline, should one exist, isn't over yet.

So if new parties are rife to enter into the limitations action, and the limitations action has to be resolved necessarily before you can go to Gutierrez, then there is really no potential for a delay at all.

JUDGE SMITH: Thank you very much.

I'm thinking --

MR. O'BRIEN: One more thing.

JUDGE SMITH: Sure.

MR. O'BRIEN: One more thing, the deposition protocol recommendation, just to see where we stand on that.

MR. BENTCH: We join that one too, Your Honor.

MR. GARRIE: Can we --

MR. O'BRIEN: Are there any issues with the protocol that was placed on JAMS Access Saturday morning?

The only thing that changed was paragraph 10.

JUDGE SMITH: My suggestion is we take a short break, maybe 45 minutes, so if you have time to get across the street and get a sandwich or something, that will give you that time, if you'd like a little bit. Get back here at -- what time is it now -- it's 12:30. Quarter after 1:00, can we get back together a quarter after 1:00?

Does that work for you folks?

MR. O'BRIEN: Meet in Judge Carter's courtroom?

JUDGE SMITH: Let's meet -- I think we should come back here. The logistics are already in place to use this courtroom, so let's just use this courtroom.

MR. GARRIE: And we'll hopefully by then have clarity for you around some of the things and issues that you raised.

It would be fairly productive if over lunch you had conversations about the notice provisions, if

you think you -- one side wants it resolved in the next 24 to 48 hours, if there's agreement or not or whatever, to see if you guys can work that out or we can work it out for you.

JUDGE SMITH: Yeah, make it clear, this is not a lunch break. This is a meet and confer break, and if you decide to get some lunch while you're doing it, that's your business.

We'll see you back then. Thank you very much.

(Recess.)

JUDGE SMITH: We wanted to address on the record the issue concerning the custodial devices and the crew, something that I think is -- we think is relevant and should be -- pardon me -- get me turned on here.

Let me read to you for the record the Special Masters' decision in regard to that issue. After consultation with Judge Carter, by the way.

First of all, all preservation issues that arise regarding the crew members must be identified before the hearing that is now scheduled for October the 6th. That's on calendar, and so you are aware of that.

If any party believes the preservation

efforts are insufficient, then they are to assert said arguments at the 10/6 hearing, the October 6th hearing. So you'll have to raise all of your objections at the October 6th hearing.

If the Special Master Panel finds that the preservation efforts have been insufficient or not satisfactory, then the ships are to provide custodial interview form within 24 hours, and Amplify to provide feedback by Monday, October the 10th, at noon; otherwise, the ships will have until one day from October 6th to provide that information.

The ships are to complete all custodian interviews and answers to the Special Master Panel for review by October the 14th at 12:00 p.m. and describe preservation efforts for each custodian. The Special Master Panel will review those requests in camera and rule on them.

The Special Master Panel will order any additional discovery, conclude if appropriate and sufficient. Forget about the conclude. Let's restate that.

The Special Master Panel will order and -- any additional discovery, if appropriate, and sufficient.

And we'll have that out in the minute order

for your consumption probably this afternoon. I think we can probably get it out this afternoon. We'll get it out sometime in the next day.

Who would like to --

MR. O'BRIEN: Hold on. The supplemental.

JUDGE SMITH: Also, the parties are to meet and confer all supplemental notice issues, and if they're not resolved, then submit them to the Special Master Panel on October the 6th, which is the date scheduled for our Zoom hearing. I believe it's at 2:30 p.m. in the afternoon, 2:30 to 4:00, as I believe, I recall it was set.

So who would like to -- go ahead.

MR. GARRIE: If you submit this in writing by October -- on or before October 17th, we don't have to come to court?

The settlement, right?

JUDGE SMITH: Yes, correct.

MR. GARRIE: Or if you do not and it is not viable, it would be much appreciated from the Special Master Panel to be told on 10/14 that we are having that hearing on the 17th of October.

MR. DONOVAN: That's the hearing to show cause why we haven't settled?

MR. O'BRIEN: The Court's order was written

in the alternative. Either submit the settlement document or appear in court on the 17th to effectively explain why.

MS. HAZAM: By "the settlement document," you mean the motion for preliminary approval, I assume.

MR. O'BRIEN: Correct.

JUDGE SMITH: Who would like to report on your progress during the break? Where are we and what have we got left to resolve?

MR. HUGHES: I think I can address some of the points, maybe not all of them.

We talked about the cell phone, although now we've got a subsequent order, so that probably changes that dynamic a bit.

I think there was a discussion about some search terms issues and there's going to be some information exchanged on that.

The parties discussed their position on the supplemental notice. I think that there has been further agreement on this point, but maybe not complete agreement, which I'm happy to report more about, although we were also just ordered to continue to meet and confer and report on October 6th, that we didn't reach final agreement. So I think that

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there's progress made, but not ultimate agreement yet on that issue.

We discussed -- the Dordellas parties disclosed to the Amplify parties that we intend -- we had some prior communications with them about it -- that we're going to send a dive team down this week, probably Thursday.

There had been a question raised about whether the dive team would require an anchor that would have to go down, it doesn't, so there's going to be -- we understand it's called live dive. So that's not going to be an issue. They're not going to touch anything, they're not going to touch the ground, they're not going to touch the dome, but they're going to do a filming and we're going to provide some details about who's doing that and what their instructions are to the parties before that happens. We'll try to get it out today.

We also raised an issue with respect to the Danit inspection that our current understanding is that the dry dock team does not need to do the painting of the anchor chain. There wasn't a proposal to do any painting of the anchor. But there is a desire, for safety reasons, to wash the chain to look for microfractures to ensure its safety for

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continued use, because the expectation is that the ship, when it finishes its dry dock this month, will then be in operation again, so it's a safety issue.

We disclosed that to the Amplify parties who said they would talk to their experts and consider the issue and get back to us if they have concerns. The other parties have now heard that and can let us know as well.

We also -- and we did talk about the cell phone issue. We're going to get them some information even, I think, before the order that you just provided to us.

So I think that's what I can remember of the progress that we made over the break.

MR. GARRIE: And let's be clear. The discovery order is if you cannot resolve it by the 6th. Like, our goal is not to interject ourselves into the process. But given the Court's very expressed and clear desire to finish discovery and be in trial as promptly as possible, we have very little option but to take that approach. So we would encourage you all to have those conversations to avoid unnecessary additional work, where possible.

MR. HUGHES: Thank you. We understood.

The last point that we wanted to raise,

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because there were some questions or some statements over the course of today about the possibility of an early trial date. And I'm not quite sure what that means, but I wanted to express our view about that. If I can take 60 seconds to do that, which is, we understand there's a current schedule that contemplates the conclusion of expert discovery on March 23rd. And our view is that while we're running very fast and we're prepared to continue to run fast and we hear the Court has a desire that we run fast to get this thing done, so that's loud and clear, no questions about that.

And the reason we have contemplated a late April trial date, because that puts you 30 days after the conclusion of expert discovery, I think our view about this -- the permit and the ability to look at the pipe is, while it's great, because it had been an uncertainty until it got resolved and now it looks like we can see the light at the end of the tunnel, but it has to be inspected. The experts are going to have to get access to information they can analyze to form opinions. I don't think that accelerates, and that's one piece of evidence. There are other pieces of evidence that are being examined.

So from our perspective, we have been

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organizing our expert work around the schedule that is in existence. And from our perspective, the end of that expert discovery process is a constraint on the ability to accelerate the trial date.

MR. GARRIE: Brad, you want to tell them what the judge is thinking?

MR. O'BRIEN: I think it's better we take your comments back to the Court. The Court is going to, this afternoon, request the NTSB representative to be here at the hearing in November, which may now be November 16th. So the Court's going to try to take steps to move that forward as well.

MR. HUGHES: Thank you.

JUDGE SMITH: Anybody like to supplement or modify that?

MR. GARRIE: Can I make one request? If the Danit inspection issue is going to -- if you guys can confer sooner rather than later and flag if the microfractures are actually -- the inspection for microfractures tied to the washing is an actual issue, flag that because I can only imagine what it would look like in China to even do anything. So it may be necessary for us to move with due haste.

MR. DONOVAN: Dan Donovan for Amplify.

Just a couple issues or points to make. One

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is, the parties agree to meet and confer over the next couple days on all these orders and search terms that Mr. Hughes set, for both sides.

Second, Mr. Hughes is right, we talked about the Danit. We'd like some response in writing of what they're proposing, and we'll put that to our experts. Mr. Wright on the plaintiffs' side is also involved in that.

Number 3, I think you hit on a little bit, Mr. O'Brien, was just going to inquire on whether the stip will be signed with the briefing schedule and hearing date. It sounds like the judge will issue something on that.

Also, just to remind, the date for preliminary approval hearing, I think we talked about the 21st, asking to bump that to the following week. If you could raise that with the Court, it would be appreciated.

And then I know we're working quick on these issues, but I think the hearing is on the 6th. We had raised the extension of the appeal deadline just so -- because even if we have it on the 6th, any ruling -- I think it'll be a week or something.

That's what I had for my notes.

JUDGE SMITH: Thank you.

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Anyone else want to say something?

MR. O'BRIEN: Can you please clarify the best dates for the motions relating to the approval of the settlement, the preliminary approval? Just so we have it, please.

MR. DONOVAN: Plaintiffs and Amplify would request October 26th, if that's available -- that's a Wednesday -- for the preliminary approval hearing. In my experience, they're pretty short.

MR. O'BRIEN: Do you have a secondary date, by any chance?

MR. DONOVAN: Or Friday the 28th.

MR. O'BRIEN: Thank you.

MR. DONOVAN: We can give more dates.

Was there another question? Sorry.

MR. GARRIE: Counsel O'Brien, you want to ask -- because I thought it was conditional, right?

MR. O'BRIEN: Right. It'll still be the existing order, which is conditional. So the hearing would not be held if, in fact, the submittal was made by -- the settlement documents were made --

MR. DONOVAN: No, we need the preliminary approval hearing.

MR. O'BRIEN: You want the actual hearing on the settlement?

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MR. DONOVAN: Yes.

MR. O'BRIEN: Okay.

MR. DONOVAN: Everyone may know this, but when the plaintiffs file, right, the judges need to give it a quick look until you can send notice out. That's a preliminary approval. Then you have a long period where notice goes out, objections get filed, final approval, which won't be until next year.

So this first look, he just needs to tell plaintiffs that they said no to settling.

MS. HAZAM: And if the Court wants to rule on the papers, it conceivably could. I didn't know if you were thinking that might be what would happen.

MR. DONOVAN: Yeah, we're fine with that.

MS. HAZAM: So that's obviously up to the Court.

MR. GARRIE: My experience has been we look at it and it's not --

MS. HAZAM: Right.

MR. GARRIE: From preliminary to final is where --

MS. HAZAM: Yes.

MR. DONOVAN: Yeah, exactly.

MR. GARRIE: Where a lot of the --

MR. DONOVAN: For sure.

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MR. GARRIE: -- rope gets caught.

MS. HAZAM: If that's the Court's preference, we're fine with that approach with the Court notifying us if a hearing is necessary.

MR. DONOVAN: That's fine too.

MR. O'BRIEN: So we're not confused. We're talking about two different things. I think the Court's primary concern was that, in fact, the settlement is finalized between the parties.

MR. DONOVAN: I don't know how else to tell you this. You're going to get a settlement agreement, we're close to finishing.

MS. HAZAM: By October 17th. But we obviously are taking to heart your advice that if for some reason that changes, we are to tell you by October 14th. But we don't anticipate any problems with filing for preliminary approval by October 17th.

MR. O'BRIEN: So now we're talking about the preliminary approval hearing on the settlement.

MS. HAZAM: Yes.

MR. DONOVAN: That's why we were suggesting the 26th or 28th.

MR. O'BRIEN: Okay.

MR. DONOVAN: But if the judge reviews it and approves it on the papers, they can send notice

out. We don't need a hearing.

MS. HAZAM: We will need a final approval hearing, but that is some time into the future.

MR. DONOVAN: That is next year.

MR. GARRIE: That is after all the...

MS. HAZAM: Yes. Yes.

MR. GARRIE: Thank you.

JUDGE SMITH: Anything else?

MR. GARRIE: One thing, I had a general question. I'll leave this, since he hasn't submitted himself to appearing before us, so I'll leave it in your good form and judgment, but on the 6th, if you have a real desire to avoid having to do the extensive additional custodial interviews and other things, having the person that's actually been responsible for doing that work at the hearing would probably help you out quite a bit.

Off the record.

(Proceedings adjourned at 1:43 p.m.)

-o0o-

COUNTY OF LOS ANGELES,)
)
STATE OF CALIFORNIA,)

I, Cody R. Knacke, Registered Professional Reporter, Certified Shorthand Reporter in and for the State of California, License No. 13691, hereby certify that the proceedings were reported by me and was thereafter transcribed with computer-aided transcription; that the foregoing is a full, complete, and true record of said proceedings.

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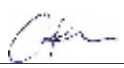
In witness whereof, I have hereunto set my hand this day: October 4, 2022.



CODY R. KNACKE, RPR, CSR No. 13691

EXHIBIT 3

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION - SANTA ANA

PETER MOSES GUTIERREZ, Plaintiff, v. AMPLIFY ENERGY CORPORATION et al., Defendant.	Case No. SACV 21-1628-DOC (JDEx) Santa Ana, California Monday, October 3, 2022 11:00 A.M. to 11:20 A.M. 2:44 P.M. to 2:56 P.M.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DAVID O. CARTER
UNITED STATES DISTRICT JUDGE

Appearances:	See Page 2
Deputy Clerk:	Karlen Dubon
Court Reporter:	Recorded; CourtSmart
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SANTA ANA, CALIFORNIA, MONDAY, OCTOBER 3, 2022, 11:00 A.M.

THE COURT: Please be seated, and thank you for the courtesy.

On Case No. 21-01 -- okay. We're on the record on Case No. 21-01628, *Gutierrez v. Amplify Energy Corporation, et al.*

Counsel, although the record knows you, I'm trading court reporters; so, if you'd just be kind enough to remain seated and reintroduce yourself -- plaintiffs, defendants, vessels, et cetera. Okay?

STEPHEN G. LARSON: Stephen Larson, Your Honor. Good morning.

THE COURT: Thank you.

LEXI J. HAZAM: Lexi Hazam on behalf of class plaintiffs, Your Honor.

THE COURT: Pleasure. Thank you.

WYLIE A. AITKEN: Wylie Aitken on behalf of class plaintiffs, Your Honor.

THE COURT: Pleasure. Thank you.

DANIEL T. DONOVAN: Good morning, Your Honor. Daniel Donovan for Amplify defendants.

THE COURT: Pleasure. Thank you.

CONTE C. CICALA: Good morning, Your Honor. Conte Cicala for the Marine Exchange.

THE COURT: Pleasure.

JONATHAN HUGHES: Good morning, Your Honor. Jonathan Hughes for the Dordellas parties.

JOSEPH A. WALSH II: Good morning, Your Honor. Joe Walsh for the Dordellas parties.

THE COURT: It's a pleasure. Thank you.

KEVIN J. ORSINI: Good morning, Your Honor. Kevin Orsini, Damaris Hernandez, and Al Peacock for the Beijing entities.

THE COURT: Thank you. It's a pleasure.

DANIEL A. BECK: Good morning, Your Honor. Assistant U.S. Attorney Daniel Beck for the United States.

THE COURT: Pleasure.

JEFFREY T. BENTCH: Good morning, Your Honor. Jeff Bentch for the subrogated insurers.

THE COURT: Why don't you just come just a little closer, a little slower.

MR. BENTCH: It's Jeff Bentch for the subrogated insurers.

THE COURT: All right. Thank you.

Counsel, I've distributed to you a written opinion concerning the motion to dismiss for lack of jurisdiction. It's 15 pages in length, but the Court's denying moving defendants' motions to dismiss for lack of personal jurisdiction pursuant to Dockets 305, 306, and 307. You can read that summary at your leisure.

File that, Karlen, and docket it.

And I thought that, now, would make the -- or the discussion with the special masters more productive today in case any of the parties believed that the Court lacked jurisdiction and wanted to get that matter out to you -- actually, this weekend but decided to wait until today.

I have a number of questions, and that is, first, is the Army Corps of Engineers present today or represented by any party?

MR. BECK: Your Honor, this is Daniel --

THE COURT: And, Counsel, would you come over for just a moment. I'd like to be able to see you, and I appreciate it.

And I read someplace that they had actually issued a permit last week, but I don't have verification of that; so I'm going to need to rely upon you.

MR. BECK: That is correct, Your Honor. A permit was issued on September 30th by the Army Corps and we --

THE COURT: All right. Now, just a moment. September 30th. Actually, would have been Friday?

MR. BECK: Friday. Correct.

THE COURT: Okay. And did the Court receive notification of that?

MR. BECK: I don't believe you did. It came out late on Friday night, and so we hadn't filed it.

THE COURT: Okay. Now, the reason I pick that up is that I had read in the San Diego Union, believe it or not, that they wished some kind of permitting process. So I'd like a good record that they have in fact issued this permit.

MR. BECK: Yes, Your Honor. We can file a copy of the permit later today.

THE COURT: Would you. I'd appreciate that so I have a record. I hate to get it from some news source that I'm randomly reading.

MR. BECK: Certainly, Your Honor.

THE COURT: Okay. Now, if you'd remain for just a moment because you're my only source of information, unless they're making an appearance here, or do they have counsel here representing them?

MR. BECK: I do in fact have a representative of the Corps here --

THE COURT: Could I ask him to come forward. I'd love --

MR. BECK: -- in case you have any questions about --

THE COURT: Yeah. I'd love to meet the person.

MR. BECK: Okay. I'll bring him up.

THE COURT: Yeah. Please.

And why don't you remain with him just for safety purposes. I'm just kidding you.

(Laughter.)

THE COURT: Come on up, folks.

First of all, it's nice to meet you.

CORICE FARRAR: Good morning, Your Honor.

THE COURT: And your name, please?

MS. FARRAR: Corice Farrar.

THE COURT: Okay. And I'm Judge Carter. It's nice to meet you.

MS. FARRAR: You too.

Let me start by saying to you that the Court understands that it doesn't have any jurisdiction over the Army Corps of Engineers, but I need some questions answered because what you're doing or not doing makes a tremendous difference in terms of the dates I set and just general fairness to the parties. So without going back to what occurred, let's just say that permits have issued. Excellent. Thank you. Are there any obstacles from any other source that you're aware of concerning approvals needed so that -- to replace this damaged portion of the pipeline?

MS. FARRA: I'm not aware of any other approvals.

THE COURT: Okay.

MS. FARRA: I can only speak for --

THE COURT: I know.

MS. FARRAR: -- the Army Corps.

THE COURT: Now, it's also my understanding --

which is why I need the U.S. attorney here so we don't have this segmentation like, "We're the Government but." Okay? I understand that National Marine Fisheries Service has concurred; is that correct??

MS. FARRAR: They've concurred with our determination regarding Section 7 of the Endangered Species Act.

THE COURT: Okay. And do I have notice of that on my record?

MR. BECK: Yes, you do, Your Honor.

THE COURT: What --

MR. BECK: We filed a copy of the letter of concurrence on the docket on September 29th, I believe.

THE COURT: 29th. Okay. And I apologize. I didn't see it. My fault. All right. Now, just a moment.

The ultimate question I'm asking isn't the permitting process. It's trying to get a time line for replacing the damaged portion of the pipeline. So it's one thing to go through the permitting process with the -- what I'm going to call the "Fisheries" and the Army Corps. It's a different issue for me, in fairness, in trying to get some examination of the pipeline, and here's why, just so you understand: I don't know if there's an anchor drag or not. I don't know what physical evidence is on that pipeline or not. I don't know, if there was an anchor drag, if, quite frankly,

there are adverse parties with the Vessels, whether the "Danzig" dragged it or the Cosco didn't or vice versa. Do you see what I mean? In other words, I could have two vessels who have absolutely divergent viewpoints, although they seem to be consolidated right now.

So I was told last, I think, January that there were two divers who were in the Middle East -- you don't know all this. This is a shaggy dog story, okay -- two divers in the Middle East who are only capable divers of going down whatever distance, getting the pipeline off the floor, and I think Amplify or somebody told me that based upon something that they must have heard. I don't know if that's true. So I had the expectation that two divers were coming back from the Middle East to go down and examine the pipeline, and then the permitting process of course took place.

Do we have any time line? Otherwise, I'm going to arbitrarily set a trial date, and that could be very detrimental to Vessels, who have been thus far asking to go forward. But I don't think Vessels really wants that. I think, when they really examine this, they don't want to take the position that they want to go forward without examining this pipeline because there's a reverse presumption. Once Amplify proves this, if they can, it turns to the Vessels to show that it -- well, never mind; too much complication.

What happens -- in terms of my time line, how do I

get the best time estimate for getting this pipeline off the floor so I'm fair to both parties?

MR. DONOVAN: Judge, Dan Donovan for Amplify. I can update the court when appropriate.

THE COURT: I'd love some input because, otherwise, I'm just going to set an arbitrary date, and once I set it, I won't move the date. So as much input as I can get -- now, don't go away, and let me thank you for your -- let me thank you for your courtesy.

So on behalf of Amplify?

MR. DONOVAN: Yes, Your Honor. Dan Donovan for Amplify.

Just to set the table, on September 29, Fisheries filed on your docket a letter of concurrence and late -- well, at least our time -- Friday night the Army Corps issued the Nationwide 12 permit so we're --

THE COURT: But I didn't -- see, I --

MR. DONOVAN: I understand.

THE COURT: I didn't -- if I got the letter of concurrence, I didn't see it Thursday night.

MR. DONOVAN: Of course.

THE COURT: -- and I apologize, but I'm transparent with you. And I didn't get anything from the Army Corps for the letter of concurrence.

MR. DONOVAN: Right. So they said they'll file

that today.

THE COURT: Good.

MR. DONOVAN: But the key point here is we're a go. So let me give you some dates on the repair.

THE COURT: In my lifetime?

MR. DONOVAN: What's that?

THE COURT: In my lifetime?

MR. DONOVAN: Yes, Your Honor.

THE COURT: Okay. Now when?

MR. DONOVAN: So the plan is next week.

THE COURT: And how do I enforce that finally? In other words, I'm about to set some dates, and they're going to be pretty quick and --

MR. DONOVAN: That's great.

THE COURT: But then all of a sudden, we didn't meet the time line, and how do I get some power of enforcement, or do I? Do I sit helpless just depending upon these representations?

MR. DONOVAN: I think I've appeared enough in front of you knowing we won't sit helpless, Judge. But I think we will update you because this is a process, obviously, at sea, but it's going to happen next week. The company has the pipe. They pre-engineered it. It's sitting 15 minutes from the dock. The contractors are ready. We have the permit. That's what we've been waiting for.

THE COURT: So you can down and do this?

MR. DONOVAN: Yes. And let me just make really clear --

THE COURT: And who have you hired to do this?

MR. DONOVAN: Different contractors, Judge, that we can update but --

THE COURT: Who?

MR. DONOVAN: -- these divers -- I don't have the names handy, Judge, but I want to address your question on the -- this repair is different than the phase two repair. That had -- if you remember, there was oil in the pipeline.

THE COURT: Right.

MR. DONOVAN: This -- not to demean anyone, but this we could use, what I'd call, "normal" divers and repair people, rather than these specialists because the pipeline is empty.

THE COURT: Okay.

MR. DONOVAN: So they are going to. They think it -- next -- we're hoping next Wednesday or Thursday is when we're going to be out there.

THE COURT: Okay.

MR. DONOVAN: Obviously subject to nature. But I also want to -- we've been talking with the NTSB because they -- at the --

THE COURT: Now, who are they? I -- in other

words, acronyms I'm terrible with.

MR. DONOVAN: National Transportation Surface -- or --

THE COURT: Okay.

MR. DONOVAN: -- the Board -- Safety Board. Thank you.

THE COURT: I know who they are.

MR. DONOVAN: Thank you.

They, as of now, are going to take possession of the damaged pipeline --

THE COURT: Sometime next week.

MR. DONOVAN: Yeah -- or it's going to start next week. It may take a week or two, but they're going to start next week. NTSB takes possession. A Coast Guard ship is going to take possession and take it to the naval facility at Point Mugu, which is north of Torrance.

THE COURT: I know where it is. Good.

MR. DONOVAN: Okay. At this point we're in discussions with the NTSB -- happy to have others join. They are going to take possession. They will have their testing protocols. We obviously --

THE COURT: Now, let me stop there. Let me walk through -- and I don't mean to interrupt you. It's excellent so far. Okay.

In the past -- and certainly not in this case --

but at the last moment sometimes I'll get this historically: "You know, Judge, it's supposed to take place next Thursday, but we're asking for a continuance because we'd like our own expert to be present." In other words, the light comes on one day before, and it causes delay. So would you remind me to have my special masters ask you in closed session today about any of the parties requesting their experts to be present if there's an examination. Okay?

MR. DONOVAN: Sure. And --

THE COURT: Okay. Keep going.

MR. DONOVAN: Sure. And the parties have been working well, and we anticipate that, just like when we did other inspections, some outsiders -- both sides -- there will be live feed. There's going to be lots of eyes on this. So they're going to -- there's not going to be an issue with that.

THE COURT: I understand that, but eventually there's going to be an expert, potentially, in court for Vessels or from whomever, and I want to flesh that out today so that we don't have a last moment continuance. So start thinking about, if experts are going to be lined up, that you meet the time line. Because I think this is to your benefit. If I set this right now, I don't think you really meant what you said before, and I'm going to be blunt you, and I don't want to call your bluff facetiously but -- okay.

MR. DONOVAN: Sure. So just to recap, Judge --

THE COURT: Yeah.

MR. DONOVAN: -- the plan -- we have the permit. So it's a go.

THE COURT: Got it.

MR. DONOVAN: The plan is next week -- probably --

THE COURT: Depending on weather.

MR. DONOVAN: -- later in the week -- probably Wednesday or Thursday -- the process will start, and my guess is it will take two, three weeks, nature dependent.

THE COURT: Sure.

MR. DONOVAN: They're going to cut out the old pipeline, preserve it, it goes to the Coast Guard and NTSB, put in the new pipeline, and then it's done.

THE COURT: Okay.

MR. DONOVAN: And then obviously the parties will have to coordinate with the NTSB, who has its own testing protocol, and I know we have requests here --

THE COURT: So you'll have the old section -- however long that is -- for continued examination in what I call a "dry land" situation. You'll have a replacement take place for whatever section of the pipeline you take out. What length of the pipeline do you intend to take out --

MR. DONOVAN: Sure.

THE COURT: -- are asking for? And let's see if

the parties can get together so I don't hear that there's a problem concerning taking 100 feet versus somebody else wanting 300 feet.

MR. DONOVAN: Yes, Judge. The pipeline removal and repair will be pursuant to the PHYMSA-approved plan in April of 2022 of which all the parties have.

THE COURT: Well, tell me what that plan is.

MR. DONOVAN: Sure. It will remove two sections of pipe. One will be 255 feet.

THE COURT: Okay.

MR. DONOVAN: The other will be 76 feet.

THE COURT: Okay.

MR. DONOVAN: It will be replaced by pipeline sections Amplify already has had designed and engineered, and they're in a warehouse about 15 minutes from the docks. There is a PowerPoint presentation we have produced to the parties that is how this will go -- how the process will go, and we anticipate it will begin next week, and as I said, two to four weeks is what the people that are on the ground anticipate --

THE COURT: And I just want to -- let me -- (indecipherable) again. I apologize for the interruption.

I'm going to want one of the special masters present during that examination. So in other words, if in fact we have two experts and they get in a bickering match or

a sua sponte request is made, instantaneously we get that result, okay, on the spot.

MR. DONOVAN: And that's where we're at, Judge. So it's a good-news --

THE COURT: Excellent.

MR. DONOVAN: -- story.

THE COURT: Excellent. Excellent.

So when would I reconvene this court to make certain that's done? In other words, I don't want a written report. I don't want to inconvenience me and you and make sure it's done, and what time frame would I order all the parties back?

MR. DONOVAN: So, Judge, with respect to -- if it starts as we anticipate next -- let's call it Thursday. Let's estimate --

THE COURT: Uh-huh.

MR. DONOVAN: -- the 13th -- and they say two to four weeks to stay on the outside side, I'd suggest sometime in early November.

THE COURT: Okay. The second week in November?

MR. DONOVAN: Sure.

THE COURT: Now, consult with that with the special masters quietly amongst the parties because there's nothing magic about the second or third week in November, but I want to make certain -- and, you know, in the quiet solitude of

talking to the special masters -- that you're all in agreement. Okay? I don't want to go further on the record now and set a date until you talk to them. Fair enough?

Listen. I want to thank you. That's excellent. I don't think I have any other questions, then, at this time.

Concerning the motion to intervene by Markel insurance company, do we have a representative here?

MR. BENTCH: Yes, Your Honor. Jeff Bentch.

THE COURT: You've intervened; so I have two general questions for you: Why is at necessary that the insurers intervene?

MR. BENTCH: The --

THE COURT: What's your particular interest that's not otherwise sufficiently protected?

MR. BENTCH: The interest that's not otherwise protected, Your Honor, is the subrogated damages, and so the insurers have paid the costs associated with the --

THE COURT: $53 million so far or something?

MR. BENTCH: Yeah -- cleanup, removal, third-party claims, and those are all subrogated damages, and under the California Made Whole Doctrine, the insurer has to intervene and participate in the lawsuit; otherwise, their risk is not recoverable.

THE COURT: And I think you've represented you've paid out 53- or $57 million so far, and your policy limits are 200 million?

MR. BENTCH: It's 78.5 million so far, Your Honor.

THE COURT: Okay. And your policy limits are 200-?

MR. BENTCH: Yes, sir.

THE COURT: Okay -- million? All right.

Let me tell you my concern. My concern is not the schedule. This isn't going to linger four or five years. So would our discovery and trial schedules be impacted by your intervention if I permit this -- and this is discretionary -- and how it works since the fact situation -- or the fact discovery is closing in November and would the insurers -- will the insurers agree to allow the stipulations as drafted, such as the ESI stipulation? In other words, you might be welcome to join but not slowing down this litigation. Because I'm not certain that I'm going to permit this yet regardless of the parties.

MR. BENTCH: Your Honor -- well, first of all, just to get right to the point, we're not asking for any extensions, any delays. We're not affecting the schedule at all. Secondly, we've --

THE COURT: And I'm asking is any problems you cause me concerning my scheduling.

MR. BENTCH: Right, Your Honor.

THE COURT: And so simple question is are you going to agree to all the stipulations drafted as to the ESI? Let's start there.

MR. BENTCH: Yes, Your Honor. And we already have because we're also -- we've already filed in the limitations action; so we've already been participating.

THE COURT: So the answer is yes?

MR. BENTCH: Yes, Your Honor.

THE COURT: Okay. Yes.

MR. BENTCH: We've already signed the protective order and --

THE COURT: Are there other parties intending on seeking discovery from the insurance companies that we know about?

MR. BENTCH: My understanding, Your Honor, is that all of the discovery is focused on liability at this point and not damages.

THE COURT: Okay. I'm eventually going to have you talk to the special masters. So you don't have to make a statement now on the record, but I'm going to want assurances from all of you when we reconvene. And I'll work through the lunch hour to get you out of here. Okay? I don't intend to take an hour, an hour-and-a-half lunch. That's a waste of your time. Karlen is going to go lunch. We'll put you on real time so you can go to lunch also, but I'm going to work

right with you through the lunch hour so you're not waiting.

But I'd like assurances that all the parties are going to assure me that there are no delays or requests for extensions, and I'd like to come up with a date now that's fair. And please don't call my bluff because, if you really want to get off the ground in November, that's fine, but I don't think you do. I think you want to find, on Vessels part, it wasn't an anchor drag (indecipherable). It isn't even a Cosco or Danzig. I mean you could adverse interest here, quite frankly. So there's a solidified group right now. You might not be solidified at all depending upon what the (indecipherable) insurers. So (indecipherable) meet with the special masters. Let me go on with -- and I want to thank you for your presence. You're welcome to attend, and you're welcome to listen. Okay?

MR. BENTCH: All right. Thank you, Your Honor. I will say that all parties have certified that they're not opposed to the motion to intervene.

THE COURT: It doesn't matter. It's my discretionary call, and if it interferes with my schedule --

MR. BENTCH: No interference, Your Honor.

THE COURT: Okay. Okay. All right.

So would you meet with the special masters, and I've got the complex courtroom down on the Ninth Floor set aside for you. So you've got a courtroom. It looks like the

Nuremberg war trials. It's got a series of rows. You're welcome to sit in the audience, et cetera, but it's almost like an amphitheater down there. So you can sit up there and talk to the special masters, and it's -- I chose it just because of the number of parties involved.

I'll see you anytime between now and, you know, 1:00 o'clock or 3:00 o'clock -- whatever time -- and you'll be my first order of business, and I'll interrupt whatever proceedings once you come back in. Okay? So if you'd like to take them -- Daniel, Jim, Brad -- down to the Ninth Floor.

And, Karlen, if you could open up the -- 9C, the complex courtroom, for them. Okay?

So we'll see you whatever time. Counsel, thank you very much.

MULTIPLE SPEAKERS: Thank you, Your Honor.

MR. BECK: Your Honor, very briefly? May I let the representative of the Corps go back to her --

THE COURT: No. No. I'm enjoying your company. I want you here. In case something comes up, I don't want to have to inconvenience you and have come back down. I don't think I need you but for the couple hours, please.

MR. BECK: Thank you for the clarification.

THE COURT: All right. Thank you very much, and I'm going to ask both of you to be present.

(Recess from 11:20 a.m. to 2:44 p.m.)

AFTER RECESS

THE COURT: Counsel, thank you. If you'd be seated. Thank you for the courtesy.

All parties are present, and I wanted to call a brief recess just to talk to the special masters again, after our last conversation, over the lunch hour briefly.

I'd like to get the National Transportation Safety Board present if they -- where's my United States Government?

Excellent.

MR. BECK: Daniel Beck, Your Honor.

THE COURT: Yeah, first of all, where's my Army Corps of Engineers?

Thank you very much. Once again, I want to thank you for your courtesy.

I'd like to be able to get the National Transportation Safety Board into my court to help me, and you're the only vehicle I have other than taking another term, let's say. I'd rather do this. They take quite a while for reports, and it's hard for me to set a date, but the special masters have represented to me that the parties may not need the actual report from the National Transportation Safety Board, that they need to have experts present, that if they have the data that they can make that presentation to court.

I wanted to have this in January or February, but

my special masters have given me a lot of wisdom in the last couple hours, and that is, I originally set a fact discovery cutoff of December 10th and an expert discovery cutoff of March 13th, and it's not fair that I would then jam all the parties, I think, and move you forward to a January or February date with that expectation because, if you're settling over on the civil side, those were good faith dates. Now, I can move them forward, but it seems a little precipitous.

So I thinking about a trial date in April or May, and I was originally thinking about it in January or February, but I'd like to have the National Transportation Safety Board present. First of all, I'd like to save the embarrassment because, first of all, if I rely upon counsel's representation to my special masters and they have the data, you can imagine if this trial goes forward and the National Safety Transportation Board [sic] hasn't even completed their reports, they don't look very professional.

MR. BECK: Can --

THE COURT: No. No comment. Just they don't look very professional. I don't think they want to be in that position. So I need kind of their cooperation, or at least their input, and if there's a good-faith reason, I'm listening to it. And I want to thank you very humbly because you're the only Government representative who I can kind of

get into my court; so thank you.

So I'm going to request -- and I'll put it on the docket -- that the National Transportation Safety Board appear in my court on November 16th, which is also the motion date so that nobody's inconvenienced with unnecessary appearances. If they don't, that says a lot to me, and then I might have some comments, but I don't think we need to do that. I think Army Corps of Engineers has appeared courteously, and I would hope that they could give me some input.

And then I'm prepared to set this date sometime in April or May, but I'd like to ask for counsel's forbearance. And remember, I'll growl at you on occasion, but I'll never disturb your families, personal things. So is there a suggested date in April or May that all of you could suggest to me before I just dictate and then get pushback. Have you discussed a date?

MR. DONOVAN: We can confer, Your Honor. We haven't yet.

THE COURT: Well, why don't you do that. Save you a whole bunch of paperwork and a whole bunch of appearances, and get out your calendars, and I'm courteous for all of you folks. And be kind to each other, okay. Now, as far as other dates and courts are concerned, unless it's Judge Wilson, not interested. So your busy, professional

schedule is of no importance to me, but your personal lives are.

(Counsel confer.)

THE COURT: And this will save a lot of back and forth -- off the record for a moment.

(Off the record briefly.)

MR. DONOVAN: So, Your Honor, the parties --

THE COURT: Well, have you talked to them yet?

MR. DONOVAN: I have, Your Honor.

THE COURT: Okay.

MR. DONOVAN: Working well together.

Your Honor, the parties have agreed, if available to the Court, starting on April the 24th.

THE COURT: Okay. Great. That helps me, also, because I'm going to start moving cases. I'm all the way over to next year.

And how long do you need? In other words, there's no time limitation here? You need a week? Three weeks? What do you need?

MR. DONOVAN: One moment, Your Honor.

THE COURT: Because I've got to move some criminal cases, I've got to move some civil cases, start working on my calendar so I give you whatever time you need.

(Pause.)

THE COURT: Okay. I'm sorry.

MR. DONOVAN: The parties have conferred, Your Honor, and they think no more than three weeks. Might be less but --

THE COURT: No, no, no. That's fine. About three weeks. That just helps me because I'm going to give you a block of time. So about three weeks. Okay.

I get (indecipherable) to worry. Let me transparently give you my inner most worry. The National Transportation Safety Board usually takes a significant period of time as sometimes they're not used to being -- try again.

I want to be reasonable in terms of giving them an opportunity to get their report, but the special masters have represented to me, and I want to confirm, that as long as you have the data for both sides, then you're able to proceed.

Is that correct on behalf of the plaintiffs?

MR. AITKEN: That is correct, Your Honor.

THE COURT: Okay. That was my input I just wanted to hear.

Now, is that true on behalf of the defendants?

MR. HUGHES: Yes. For the Dordellas parties, Your Honor, that's true.

THE COURT: Okay.

MR. HUGHES: What we want is the data.

THE COURT: Okay.

MR. ORSINI: The only caveat I put on that, Your Honor , for the Beijing defendants is --

THE COURT: A little closer.

MR. ORSINI: Sorry, Your Honor. I'll take the mask off.

THE COURT: No, you don't have to but --

MR. ORSINI: The only caveat I put on that for the Beijing parties -- generally agree. We just don't know which data they're willing to give us yet, right.

THE COURT: Well, that's --

MR. ORSINI: We have to make sure that we --

THE COURT: No, hold on.

MR. ORSINI: -- get an adequate opportunity to inspect the pipeline but --

THE COURT: Hold on. So you're --

MR. ORSINI: -- what we don't need is the report. So we're --

THE COURT: That's where I'm (indecipherable.)

MR. ORSINI: -- we're on the same page.

THE COURT: You're cutting out. Let's slow down.

The first question is -- well, the second question you've reached now, and that is, what happens if you're not getting the data? What happens if there's some pushback in terms of an expert being present -- which I don't think the National Transportation Safety Board is going to do, but what

happens if there's some inability of some expert -- as we had in the last case -- who decides that they're not available for a month? I want my special masters involved because, when the National Transportation Board sets that, you don't have any reason not to have your expert present, and if there's a problem, then I want to know about that right away. Fair enough?

MR. ORSINI: Agreed, Your Honor.

THE COURT: Okay. So I'm anticipating the worst and hoping for the best, and therefore, I want my special masters -- one or more -- present when that examination takes place.

Brad, okay?

All right. Okay.

And I think we'll have this resolved on November 16th, and hopefully they'll appear and give us a good time estimate, and if it's longer and you both change your mind, I can change my mind, also, depending upon their input and depending upon the fact if you really needed the report and you changed your viewpoint and it was a month later, let's hear that from the National Transportation Board and be, you know, courteous to them and say, "Hey, we'll work with you," but if it's the normal bureaucracy of taking a year and somebody's in the back office without a name -- now, who are we dealing with at the National Transportation Safety

Board? In other words, this is a big bureaucracy, and I like names and phone numbers. Who's making the decision out there? Do we know?

UNIDENTIFIED SPEAKER: Well, Judge, I can tell you who we --

THE COURT: Excellent. The Government is going to find that out for us. Where is the Government? Excellent. I'm going to request that you find out a specific name because big bureaucracies let people in decision-making positions hide.

MR. BECK: I will certainly contact the NTSB and --

THE COURT: I can do it two ways. I rely upon you. You're doing an excellent job. I want that on the record, and humbly, I want to thank you. Okay?

MR. BECK: Okay.

THE COURT: Want the name.

MR. BECK: Okay. I'll get a name.

THE COURT: And I appreciate the person being here specifically so we could just work together. Otherwise, I've got to take a different tact. So I'm presuming the best, hoping for it, but this year that they're taking is way too long normally. Now, they've just gotten it three days ago. Could have just got the permits; right?

MR. BECK: I'm sorry. Who has just gotten it three days go?

THE COURT: National Transportation Safety Board.

MR. BECK: I believe they will get it -- well, I should --

THE COURT: Next --

MR. BECK: -- I don't know, but my understanding is they will get it after the pipeline is removed and then they begin their analysis.

THE COURT: Right. Which is supposed to be?

MR. BECK: According to counsel for the defendant, they're going to start next week.

THE COURT: Next week. Okay.

Now, are there any other thoughts that counsel have? Otherwise, I want to thank you and get you on your way.

So let me turn the plaintiffs?

MS. HAZAM: Nothing further, Your Honor.

THE COURT: Okay.

Let me turn to Amplify?

MR. DONOVAN: Nothing further.

THE COURT: Okay.

Vessels?

MR. HUGHES: Nothing further for us, Your Honor.

THE COURT: Okay.

MR. ORSINI: Nothing further for the Beijing, Your Honor.

THE COURT: Now, go about your day. Thank you for your courtesy today. Have a good day.

MR. BECK: Thank you, Your Honor.

MS. HAZAM: Thank you, Your Honor.

(Proceedings adjourned at 2:56 p.m.)

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CERTIFICATE

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/ Julie Messa
Julie Messa, CET**D-403
Transcriber

October 13, 2022
Date

EXHIBIT 4

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____ .

Commission File Number: 001-35512

Amplify Energy Corp.

(Exact name of registrant as specified in its charter)

Delaware	**82-1326219**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
500 Dallas Street, Suite 1700, Houston, TX	**77002**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(713) 490-8900**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☑
Non-accelerated filer ☐	Smaller reporting company ☑
Emerging growth company ☐	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b–2 of the Exchange Act). Yes ☐ No ☑

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. ☑ Yes ☐ No

Securities Registered Pursuant to Section 12(b):

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock	AMPY	NYSE

As of July 29, 2022, the registrant had 38,440,803 outstanding shares of common stock, $0.01 par value outstanding.

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AMPLIFY ENERGY CORP.
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GLOSSARY OF OIL AND NATURAL GAS TERMS

Analogous Reservoir: Analogous reservoirs, as used in resource assessments, have similar rock and fluid properties, reservoir conditions (depth, temperature and pressure) and drive mechanisms, but are typically at a more advanced stage of development than the reservoir of interest and thus may provide concepts to assist in the interpretation of more limited data and estimation of recovery. When used to support proved reserves, analogous reservoir refers to a reservoir that shares all of the following characteristics with the reservoir of interest: (i) the same geological formation (but not necessarily in pressure communication with the reservoir of interest); (ii) the same environment of deposition; (iii) similar geologic structure; and (iv) the same drive mechanism.

Bbl: One stock tank barrel, or 42 U.S. gallons liquid volume, used in reference to oil or other liquid hydrocarbons.

Bbl/d: One Bbl per day.

Bcfe: One billion cubic feet of natural gas equivalent.

Boe: One barrel of oil equivalent, calculated by converting natural gas to oil equivalent barrels at a ratio of six Mcf of natural gas to one Bbl of oil.

BOEM: U.S. Bureau of Ocean Energy Management.

Btu: One British thermal unit, the quantity of heat required to raise the temperature of a one-pound mass of water by one degree Fahrenheit.

CO_2: Carbon dioxide.

Development Project: A development project is the means by which petroleum resources are brought to the status of economically producible. As examples, the development of a single reservoir or field, an incremental development in a producing field or the integrated development of a group of several fields and associated facilities with a common ownership may constitute a development project.

Dry Hole or Dry Well: A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production would exceed production expenses and taxes.

Economically Producible: The term economically producible, as it relates to a resource, means a resource which generates revenue that exceeds, or is reasonably expected to exceed, the costs of the operation. For this determination, the value of the products that generate revenue are determined at the terminal point of oil and natural gas producing activities.

Exploitation: A development or other project which may target proven or unproven reserves (such as probable or possible reserves), but which generally has a lower risk than that associated with exploration projects.

Field: An area consisting of a single reservoir or multiple reservoirs, all grouped on or related to the same individual geological structural feature and/or stratigraphic condition. The field name refers to the surface area, although it may refer to both the surface and the underground productive formations.

Gross Acres or Gross Wells: The total acres or wells, as the case may be, in which we have a working interest.

ICE: Inter-Continental Exchange.

MBbl: One thousand Bbls.

MBbls/d: One thousand Bbls per day.

MBoe: One thousand barrels of oil equivalent.

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MBoe/d: One thousand barrels of oil equivalent per day.

MMBoe: One million barrels of oil equivalent.

Mcf: One thousand cubic feet of natural gas.

Mcf/d: One Mcf per day.

MMBtu: One million Btu.

MMcf: One million cubic feet of natural gas.

MMcfe: One million cubic feet of natural gas equivalent.

MMcfe/d: One MMcfe per day.

Net Production: Production that is owned by us less royalties and production due to others.

NGLs: The combination of ethane, propane, butane and natural gasolines that, when removed from natural gas, become liquid under various levels of higher pressure and lower temperature.

NYMEX: New York Mercantile Exchange.

NYSE: New York Stock Exchange.

Oil: Oil and condensate.

Operator: The individual or company responsible for the exploration and/or production of an oil or natural gas well or lease.

OPIS: Oil Price Information Service.

Plugging and Abandonment: Refers to the sealing off of fluids in the strata penetrated by a well so that the fluids from one stratum will not escape into another stratum or to the surface. Regulations of all states require plugging of abandoned wells.

Probabilistic Estimate: The method of estimation of reserves or resources is called probabilistic when the full range of values that could reasonably occur for each unknown parameter (from the geoscience and engineering data) is used to generate a full range of possible outcomes and their associated probabilities of occurrence.

Proved Developed Reserves: Proved reserves that can be expected to be recovered from existing wells with existing equipment and operating methods.

Proved Reserves: Those quantities of oil and natural gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible, from a given date forward, from known reservoirs, and under existing economic conditions, operating methods and government regulations, prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced, or the operator must be reasonably certain that it will commence the project, within a reasonable time. The area of the reservoir considered as proved includes (i) the area identified by drilling and limited by fluid contacts, if any, and (ii) adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or natural gas on the basis of available geoscience and engineering data. In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons, as seen in a well penetration, unless geoscience, engineering or performance data and reliable technology establishes a lower contact with reasonable certainty. Where direct observation from well penetrations has defined a highest known oil elevation and the potential exists for an associated natural gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty. Reserves

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which can be produced economically through application of improved recovery techniques (including fluid injection) are included in the proved classification when (i) successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir, or an analogous reservoir or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (ii) the project has been approved for development by all necessary parties and entities, including governmental entities. Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price used is the average price during the twelve-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.

Realized Price: The cash market price less all expected quality, transportation and demand adjustments.

Reliable Technology: Reliable technology is a grouping of one or more technologies (including computational methods) that has been field tested and has been demonstrated to provide reasonably certain results with consistency and repeatability in the formation being evaluated or in an analogous formation.

Reserves: Reserves are estimated remaining quantities of oil and natural gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and natural gas or related substances to market and all permits and financing required to implement the project. Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).

Reservoir: A porous and permeable underground formation containing a natural accumulation of producible oil and/or natural gas that is confined by impermeable rock or water barriers and is individual and separate from other reserves.

Resources: Resources are quantities of oil and natural gas estimated to exist in naturally occurring accumulations. A portion of the resources may be estimated to be recoverable and another portion may be considered unrecoverable. Resources include both discovered and undiscovered accumulations.

SEC: The U.S. Securities and Exchange Commission

Working Interest: An interest in an oil and natural gas lease that gives the owner of the interest the right to drill for and produce oil and natural gas on the leased acreage and requires the owner to pay a share of the costs of drilling and production operations.

Workover: Operations on a producing well to restore or increase production.

WTI: West Texas Intermediate.

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NAMES OF ENTITIES

As used in this Form 10-Q, unless indicated otherwise:

- "Amplify Energy," "Company," "we," "our," "us," or like terms refers to Amplify Energy Corp. individually and collectively with its subsidiaries, as the context requires;
- "Legacy Amplify" refers to Amplify Energy Holdings LLC (f/k/a Amplify Energy Corp.), the successor reporting company of Memorial Production Partners LP; and
- "OLLC" refers to Amplify Energy Operating LLC, our wholly owned subsidiary through which we operate our properties.

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CAUTIONARY NOTE REGARDING FORWARD–LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are subject to a number of risks and uncertainties, many of which are beyond our control, which may include statements about our:

- business strategies;
- ongoing impact of the oil incident that occurred off the coast of Southern California resulting from our pipeline operations (the "Pipeline") at the Beta Field (the "Incident");
- acquisition and disposition strategy;
- cash flows and liquidity;
- financial strategy;
- ability to replace the reserves we produce through drilling;
- drilling locations;
- oil and natural gas reserves;
- technology;
- realized oil, natural gas and NGL prices;
- production volumes;
- lease operating expense;
- gathering, processing and transportation;
- general and administrative expense;
- future operating results;
- ability to procure drilling and production equipment;
- ability to procure oil field labor;
- planned capital expenditures and the availability of capital resources to fund capital expenditures;
- ability to access capital markets;
- marketing of oil, natural gas and NGLs;
- acts of God, fires, earthquakes, storms, floods, other adverse weather conditions, war, acts of terrorism, military operations or national emergency;
- the occurrence or threat of epidemic or pandemic diseases, including the coronavirus ("COVID-19") pandemic, or any government response to such occurrence or threat;

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- expectations regarding general economic conditions;
- competition in the oil and natural gas industry;
- effectiveness of risk management activities;
- environmental liabilities;
- counterparty credit risk;
- expectations regarding governmental regulation and taxation;
- expectations regarding developments in oil-producing and natural-gas producing countries; and
- plans, objectives, expectations and intentions.

All statements, other than statements of historical fact included in this report, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "would," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursue," "target," "outlook," "continue," the negative of such terms or other comparable terminology. These statements address activities, events or developments that we expect or anticipate will or may occur in the future, including things such as projections of results of operations, plans for growth, goals, future capital expenditures, competitive strengths, references to future intentions and other such references. These forward-looking statements involve risks and uncertainties. Important factors that could cause our actual results or financial condition to differ materially from those expressed or implied by forward-looking statements include, but are not limited to, the following risks and uncertainties:

- risks related to the Incident and the ongoing impact to the Incident;
- risks related to a redetermination of the borrowing base under our senior secured reserve-based revolving credit facility;
- our ability to access funds on acceptable terms, if at all, because of the terms and conditions governing our indebtedness, including financial covenants;
- our ability to satisfy debt obligations;
- volatility in the prices for oil, natural gas and NGLs, including further or sustained declines in commodity prices;
- the potential for additional impairments due to continuing or future declines in oil, natural gas and NGL prices;
- the uncertainty inherent in estimating quantities of oil, natural gas and NGLs reserves;
- our substantial future capital requirements, which may be subject to limited availability of financing;
- the uncertainty inherent in the development and production of oil and natural gas;
- our need to make accretive acquisitions or substantial capital expenditures to maintain our declining asset base;
- the existence of unanticipated liabilities or problems relating to acquired or divested businesses or properties;
- potential acquisitions, including our ability to make acquisitions on favorable terms or to integrate acquired properties;
- the consequences of changes we have made, or may make from time to time in the future, to our capital expenditure budget, including the impact of those changes on our production levels, reserves, results of operations and liquidity;

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- potential shortages of, or increased costs for, drilling and production equipment and supply materials for production, such as CO_2;
- potential difficulties in the marketing of oil and natural gas;
- changes to the financial condition of counterparties;
- uncertainties surrounding the success of our secondary and tertiary recovery efforts;
- competition in the oil and natural gas industry;
- our results of evaluation and implementation of strategic alternatives;
- general political and economic conditions, globally and in the jurisdictions in which we operate, including escalating tensions between Russia and Ukraine and the political destabilizing effect such conflict may pose for the European continent or the global oil and natural gas markets;
- the impact of climate change and natural disasters, such as earthquakes, tidal waves, mudslides, fires and floods;
- the impact of local, state and federal governmental regulations, including those related to climate change and hydraulic fracturing;
- the risk that our hedging strategy may be ineffective or may reduce our income;
- the cost and availability of insurance as well as operating risks that may not be covered by an effective indemnity or insurance;
- actions of third-party co-owners of interests in properties in which we also own an interest; and
- other risks and uncertainties described in “Item 1A. Risk Factors.”

The forward-looking statements contained in this report are largely based on our expectations, which reflect estimates and assumptions made by our management. These estimates and assumptions reflect our best judgment based on currently known market conditions and other factors. Although we believe such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties that are beyond our control. In addition, management’s assumptions about future events may prove to be inaccurate. All readers are cautioned that the forward-looking statements contained in this report are not guarantees of future performance, and we cannot assure any reader that such statements will be realized or that the events or circumstances described in any forward-looking statement will occur. Actual results may differ materially from those anticipated or implied in the forward-looking statements due to factors described in “Part I—Item 1A. Risk Factors” of Amplify’s Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on March 9, 2022 (“2021 Form 10-K”). All forward-looking statements speak only as of the date of this report. The Company does not intend to update or revise any forward-looking statements as a result of new information, future events or otherwise. These cautionary statements qualify all forward-looking statements attributable to the Company or persons acting on its behalf.

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PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

AMPLIFY ENERGY CORP.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except outstanding shares)

	June 30, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 16,691	$ 18,799
Accounts receivable, net (see Note 12)	77,808	91,967
Short-term derivative instruments	527	—
Prepaid expenses and other current assets	15,197	15,018
Total current assets	110,223	125,784
Property and equipment, at cost:		
Oil and natural gas properties, successful efforts method	818,377	799,532
Support equipment and facilities	147,360	145,324
Other	9,641	9,641
Accumulated depreciation, depletion and amortization	(645,711)	(634,212)
Property and equipment, net	329,667	320,285
Restricted investments	8,635	4,622
Operating lease - long term right-of-use asset	6,589	2,716
Other long-term assets	1,417	1,693
Total assets	$ 456,531	$ 455,100
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 34,969	$ 33,819
Revenues payable	24,499	20,374
Accrued liabilities (see Note 12)	48,904	57,826
Short-term derivative instruments	79,961	53,144
Total current liabilities	188,333	165,163
Long-term debt (see Note 7)	215,000	230,000
Asset retirement obligations	105,354	102,398
Long-term derivative instruments	14,659	9,664
Operating lease liability	6,297	2,017
Other long-term liabilities	10,279	10,699
Total liabilities	539,922	519,941
Commitments and contingencies (see Note 14)		
Stockholders' equity (deficit):		
Preferred stock, $0.01 par value: 50,000,000 shares authorized; no shares issued and outstanding at June 30, 2022 and December 31, 2021	—	—
Warrants, 2,173,913 warrants issued and outstanding at December 31, 2021	—	4,788
Common stock, $0.01 par value: 250,000,000 shares authorized; 38,331,368 and 38,024,142 shares issued and outstanding at June 30, 2022 and December 31, 2021, respectively	385	382
Additional paid-in capital	430,695	425,066
Accumulated deficit	(514,471)	(495,077)
Total stockholders' deficit	(83,391)	(64,841)
Total liabilities and equity	$ 456,531	$ 455,100

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

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AMPLIFY ENERGY CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Revenues:				
Oil and natural gas sales	$ 112,878	$ 80,338	$ 206,750	$ 152,669
Other revenues	8,899	55	26,460	193
Total revenues	121,777	80,393	233,210	152,862
Costs and expenses:				
Lease operating expense	33,285	28,653	66,205	57,559
Gathering, processing and transportation	7,281	5,050	15,291	9,629
Taxes other than income	8,623	5,071	16,176	9,684
Depreciation, depletion and amortization	5,864	7,389	11,499	14,736
General and administrative expense	8,628	6,030	16,399	12,951
Accretion of asset retirement obligations	1,749	1,638	3,469	3,253
Loss (gain) on commodity derivative instruments	18,571	63,898	111,975	98,486
Pipeline incident loss	5,092	—	5,672	—
Other, net	406	12	441	96
Total costs and expenses	89,499	117,741	247,127	206,394
Operating income (loss)	32,278	(37,348)	(13,917)	(53,532)
Other income (expense) income:				
Interest expense, net	(3,084)	(3,137)	(5,525)	(6,249)
Gain on extinguishment of debt	—	5,516	—	5,516
Other income (expense)	26	(54)	48	(80)
Total other income (expense)	(3,058)	2,325	(5,477)	(813)
Income (loss) before reorganization items, net and income taxes	29,220	(35,023)	(19,394)	(54,345)
Reorganization items, net	—	—	—	(6)
Income tax expense	—	—	—	—
Net income (loss)	$ 29,220	$ (35,023)	$ (19,394)	$ (54,351)
Allocation of net income (loss) to:				
Net income (loss) available to common stockholders	$ 27,818	$ (35,023)	$ (19,394)	$ (54,351)
Net income (loss) allocated to participating securities	1,402	—	—	—
Net income (loss) available to Amplify Energy Corp.	$ 29,220	$ (35,023)	$ (19,394)	$ (54,351)
Earnings (loss) per share: (See Note 9)				
Basic and diluted earnings (loss) per share	$ 0.73	$ (0.92)	$ (0.51)	$ (1.43)
Weighted average common shares outstanding:				
Basic and diluted	38,330	37,983	38,256	37,907

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

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AMPLIFY ENERGY CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	For the Six Months Ended June 30,	
	2022	2021
Cash flows from operating activities:		
Net income (loss)	$ (19,394)	$ (54,351)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation, depletion and amortization	11,499	14,736
Loss (gain) on derivative instruments	111,132	98,443
Cash settlements (paid) received on expired derivative instruments	(79,846)	(28,432)
Bad debt expense	6	94
Amortization and write-off of deferred financing costs	336	360
Gain on extinguishment of debt	—	(5,516)
Accretion of asset retirement obligations	3,469	3,253
Share-based compensation (see Note 10)	1,374	730
Settlement of asset retirement obligations	(389)	(162)
Changes in operating assets and liabilities:		
Accounts receivable	(4,269)	(8,851)
Prepaid expenses and other assets	(2,243)	3,002
Payables and accrued liabilities	9,310	13,505
Other	(589)	(408)
Net cash provided by operating activities	30,396	36,403
Cash flows from investing activities:		
Additions to oil and gas properties	(12,901)	(11,528)
Additions to other property and equipment	—	(451)
Additions to restricted investments	(4,013)	—
Other	—	404
Net cash used in investing activities	(16,914)	(11,575)
Cash flows from financing activities:		
Advances on revolving credit facility	5,000	—
Payments on revolving credit facility	(20,000)	(20,000)
Deferred financing costs	(60)	(25)
Shares withheld for taxes	(530)	(17)
Other	—	—
Net cash used in financing activities	(15,590)	(20,042)
Net change in cash and cash equivalents	(2,108)	4,786
Cash and cash equivalents, beginning of period	18,799	10,364
Cash and cash equivalents, end of period	$ 16,691	$ 15,150

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

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AMPLIFY ENERGY CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (DEFICIT)
(In thousands)

	Stockholders' Equity (Deficit)				
	Common Stock	Warrants	Additional Paid-in Capital	Accumulated Deficit	Total
Balance at December 31, 2021	$ 382	$ 4,788	$ 425,066	$ (495,077)	$ (64,841)
Net income (loss)	—	—	—	(48,614)	(48,614)
Share-based compensation expense	—	—	518	—	518
Shares withheld for taxes	—	—	(66)	—	(66)
Other	2	—	(2)	—	—
Balance at March 31, 2022	384	4,788	425,516	(543,691)	(113,003)
Net income (loss)	—	—	—	29,220	29,220
Share-based compensation expense	—	—	856	—	856
Shares withheld for taxes	—	—	(464)	—	(464)
Expiration of warrants	—	(4,788)	4,788	—	—
Other	1	—	(1)	—	—
Balance at June 30, 2022	$ 385	$ —	$ 430,695	$ (514,471)	$ (83,391)

	Stockholders' Equity (Deficit)				
	Common Stock	Warrants	Additional Paid-in Capital	Accumulated Earnings (Deficit)	Total
Balance at December 31, 2020	$ 378	$ 4,788	$ 424,104	$ (463,007)	$ (33,737)
Net income (loss)	—	—	—	(19,328)	(19,328)
Share-based compensation expense	—	—	(204)	—	(204)
Shares withheld for taxes	—	—	(5)	—	(5)
Other	3	—	(3)	—	—
Balance at March 31, 2021	381	4,788	423,892	(482,335)	(53,274)
Net income (loss)	—	—	—	(35,023)	(35,023)
Share-based compensation expense	—	—	934	—	934
Shares withheld for taxes	—	—	(12)	—	(12)
Balance at June 30, 2021	$ 381	$ 4,788	$ 424,814	$ (517,358)	$ (87,375)

See Accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Basis of Presentation

General

Amplify Energy Corp. ("Amplify Energy," "it" or the "Company") is a publicly traded Delaware corporation whose common stock is listed on the NYSE under the symbol "AMPY."

The Company is engaged in the acquisition, development, exploitation and production of oil and natural gas properties located in Oklahoma, the Rockies, federal waters offshore Southern California, East Texas/North Louisiana and the Eagle Ford. The Company's properties consist primarily of operated and non-operated working interests in producing and undeveloped leasehold acreage and working interests in identified producing wells.

Basis of Presentation

The Company's accompanying Unaudited Condensed Consolidated Financial Statements include the accounts of the Company and its wholly owned subsidiaries which have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). In the Company's opinion, the accompanying Unaudited Condensed Consolidated Financial Statements include all adjustments of a normal recurring nature necessary for fair presentation. Material intercompany transactions and balances have been eliminated.

The results reported in these Unaudited Condensed Consolidated Financial Statements are not necessarily indicative of results that may be expected for the entire year. Furthermore, certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to the rules and regulations of the SEC. Accordingly, the accompanying Unaudited Condensed Consolidated Financial Statements and Notes should be read in conjunction with the Company's annual financial statements included in its 2021 Form 10-K.

Use of Estimates

The preparation of the accompanying Unaudited Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates include, but are not limited to, oil and natural gas reserves; fair value estimates; revenue recognition; and contingencies and insurance accounting.

Market Conditions and COVID-19

Since the start of the COVID-19 pandemic, governments have tried to slow the spread of the virus by imposing social distancing guidelines, travel restrictions and stay-at-home orders, among other actions, which caused a significant decrease in activity in the global economy and the demand for oil and to a lesser extent natural gas and NGLs. As vaccines have become widely available, social distancing guidelines, travel restrictions and stay-at-home orders have eased, activity in the global economy has increased and demand for oil, natural gas and NGLs and related commodity pricing, has improved.

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Additionally, oil, natural gas and NGLs prices increased in the first half of 2022 when compared to the same period of 2021 and, as a result, the Company experienced a significant increase in revenues. The Company continues to monitor the impact of the actions of the Organization of the Petroleum Exporting Countries and other large producing nations, the Russia-Ukraine conflict, global inventories of oil and gas and the uncertainty associated with recovering oil demand, future monetary policy and governmental policies aimed at transitioning towards lower carbon energy. The Company expects prices for some or all of the commodities to remain volatile. Other factors such as the duration of the COVID-19 pandemic and the speed and effectiveness of vaccine distributions or other medical advances to combat the virus may impact the recovery of world economic growth and the demand for oil, natural gas and NGLs.

Note 2. Summary of Significant Accounting Policies

There have been no changes to the Company's significant accounting policies as described in the Company's annual financial statements included in its 2021 Form 10-K.

New Accounting Pronouncements

The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

Note 3. Revenue

Revenue from Contracts with Customers

Revenue is recognized when the following five steps are completed: (1) identify the contract with the customer, (2) identify the performance obligation (promise) in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, (5) recognize revenue when the reporting organization satisfies a performance obligation.

The Company has determined that its contracts for the sale of crude oil, unprocessed natural gas, residue gas and NGLs contain monthly performance obligations to deliver product at locations specified in the contract. Control is transferred at the delivery location, at which point the performance obligation has been satisfied and revenue is recognized. Fees included in the contract that are incurred prior to control transfer are classified as gathering, processing and transportation, and fees incurred after control transfers are included as a reduction to the transaction price. The transaction price at which revenue is recognized consists entirely of variable consideration based on quoted market prices less various fees and the quantity of volumes delivered.

Disaggregation of Revenue

The Company has identified three material revenue streams in its business: oil, natural gas and NGLs. The following table presents the Company's revenues disaggregated by revenue stream.

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Revenues				
Oil	$ 58,918	$ 56,510	$ 111,292	$ 106,205
NGLs	13,604	8,876	27,085	16,547
Natural gas	40,356	14,952	68,373	29,917
Oil and natural gas sales	$ 112,878	$ 80,338	$ 206,750	$ 152,669

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Contract Balances

Under the Company's sales contracts, the Company invoices customers once its performance obligations have been satisfied, at which point payment is unconditional. Accordingly, the Company's contracts do not give rise to contract assets or liabilities. Accounts receivable attributable to the Company's revenue contracts with customers was $48.5 million at June 30, 2022 and $32.4 million at December 31, 2021.

Note 4. Fair Value Measurements of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at a specified measurement date. Fair value estimates are based on either (i) actual market data or (ii) assumptions that other market participants would use in pricing an asset or liability, including estimates of risk. A three-tier hierarchy has been established that classifies fair value amounts recognized or disclosed in the financial statements. The hierarchy considers fair value amounts based on observable inputs (Levels 1 and 2) to be more reliable and predictable than those based primarily on unobservable inputs (Level 3). All the derivative instruments reflected on the accompanying Unaudited Condensed Consolidated Balance Sheets were considered Level 2.

The carrying values of accounts receivables, accounts payables (including accrued liabilities), restricted investments and amounts outstanding under long-term debt agreements with variable rates included in the accompanying Unaudited Condensed Consolidated Balance Sheets approximated fair value at June 30, 2022 and December 31, 2021. The fair value estimates are based upon observable market data and are classified within Level 2 of the fair value hierarchy. These assets and liabilities are not presented in the following tables.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair market values of the derivative financial instruments reflected on the accompanying Unaudited Condensed Consolidated Balance Sheets as of June 30, 2022 and December 31, 2021 were based on estimated forward commodity prices. Financial assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurement in its entirety. The significance of a particular input to the fair value measurement requires judgment and may affect the valuation of the fair value of assets and liabilities and their placement within the fair value hierarchy levels.

The following tables present the gross derivative assets and liabilities that are measured at fair value on a recurring basis at June 30, 2022 and December 31, 2021 for each of the fair value hierarchy levels:

	Fair Value Measurements at June 30, 2022			
	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
	(In thousands)			
Assets:				
Commodity derivatives	$ —	$ 13,281	$ —	$ 13,281
Interest rate derivatives	—	527	—	527
Total assets	$ —	$ 13,808	$ —	$ 13,808
Liabilities:				
Commodity derivatives	$ —	$ 107,901	$ —	$ 107,901
Interest rate derivatives	—	—	—	—
Total liabilities	$ —	$ 107,901	$ —	$ 107,901

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

	Fair Value Measurements at December 31, 2021			
	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
	(In thousands)			
Assets:				
Commodity derivatives	$ —	$ 7,967	$ —	$ 7,967
Interest rate derivatives	—	—	—	—
Total assets	$ —	$ 7,967	$ —	$ 7,967
Liabilities:				
Commodity derivatives	$ —	$ 70,152	$ —	$ 70,152
Interest rate derivatives	—	623	—	623
Total liabilities	$ —	$ 70,775	$ —	$ 70,775

See Note 5 for additional information regarding the Company's derivative instruments.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Certain assets and liabilities are reported at fair value on a nonrecurring basis, as reflected on the accompanying Unaudited Condensed Consolidated Balance Sheets. The following methods and assumptions are used to estimate the fair values:

- The fair value of asset retirement obligations ("AROs") is based on discounted cash flow projections using numerous estimates, assumptions and judgments regarding factors such as the existence of a legal obligation for an ARO; amounts and timing of settlements; the credit-adjusted risk-free rate; and inflation rates. The initial fair value estimates are based on unobservable market data and are classified within Level 3 of the fair value hierarchy. See Note 6 for a summary of changes in AROs.

- Proved oil and natural gas properties are reviewed for impairment when events and circumstances indicate a possible decline in the recoverability of the carrying value of such properties. The Company uses an income approach based on the discounted cash flow method, whereby the present value of expected future net cash flows is discounted by applying an appropriate discount rate, for purposes of placing a fair value on the assets. The future cash flows are based on management's estimates for the future. The unobservable inputs used to determine fair value include, but are not limited to, estimates of proved reserves, estimates of probable reserves, future commodity prices, the timing of future production and capital expenditures and a discount rate commensurate with the risk reflective of the lives remaining for the respective oil and natural gas properties (some of which are Level 3 inputs within the fair value hierarchy).

- No impairment expense recorded on proved oil and natural gas properties during the three and six months ended June 30, 2022 and 2021.

Note 5. Risk Management and Derivative Instruments

Derivative instruments are utilized to manage exposure to commodity price and interest rate fluctuations and to achieve a more predictable cash flow in connection with natural gas and oil sales and borrowing related activities. These instruments limit exposure to declines in prices but also limit the benefits that would be realized if prices increase.

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Certain inherent business risks are associated with commodity derivative contracts, including market risk and credit risk. Market risk is the risk that the price of natural gas or oil will change, either favorably or unfavorably, in response to changing market conditions. Credit risk is the risk of loss from nonperformance by the counterparty to a contract. It is the Company's policy to enter into derivative contracts only with creditworthy counterparties, which generally are financial institutions, deemed by management as competent and competitive market makers. Some of the lenders, or certain of their affiliates, under the Company's current credit agreements are counterparties to its derivative contracts. While collateral is generally not required to be posted by counterparties, credit risk associated with derivative instruments is minimized by limiting exposure to any single counterparty and entering into derivative instruments only with creditworthy counterparties that are generally large financial institutions. Additionally, master netting agreements are used to mitigate risk of loss due to default with counterparties on derivative instruments. The Company has also entered into International Swaps and Derivatives Association Master Agreements ("ISDA Agreements") with each of its counterparties. The terms of the ISDA Agreements provide the Company and each of its counterparties with rights of set-off upon the occurrence of defined acts of default by either the Company or its counterparty to a derivative, whereby the party not in default may set-off all liabilities owed to the defaulting party against all net derivative asset receivables from the defaulting party. See Note 7 for additional information regarding the Company's Revolving Credit Facility (as defined below).

Commodity Derivatives

The Company may use a combination of commodity derivatives (e.g., floating-for-fixed swaps, put options, costless collars and three-way collars) to manage exposure to commodity price volatility. The Company recognizes all derivative instruments at fair value.

The Company enters into natural gas derivative contracts that are indexed to NYMEX-Henry Hub. The Company also enters into oil derivative contracts indexed to NYMEX-WTI. The Company's NGL derivative contracts are primarily indexed to OPIS Mont Belvieu.

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AMPLIFY ENERGY CORP.
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At June 30, 2022, the Company had the following open commodity positions:

	2022	2023
Natural Gas Derivative Contracts:		
Fixed price swap contracts:		
Average monthly volume (MMBtu)	695,000	—
Weighted-average fixed price	$ 2.56	$ —
Collar contracts:		
Two-way collars		
Average monthly volume (MMBtu)	775,000	1,160,000
Weighted-average floor price	$ 2.56	$ 3.49
Weighted-average ceiling price	$ 3.44	$ 5.92
Crude Oil Derivative Contracts:		
Fixed price swap contracts:		
Average monthly volume (Bbls)	57,000	55,000
Weighted-average fixed price	$ 48.27	$ 57.30
Collar contracts:		
Two-way collars		
Average monthly volume (Bbls)	15,000	—
Weighted-average floor price	$ 60.00	$ —
Weighted-average ceiling price	$ 71.00	$ —
Three-way collars		
Average monthly volume (Bbls)	89,000	30,000
Weighted-average ceiling price	$ 55.55	$ 67.15
Weighted-average floor price	$ 42.92	$ 55.00
Weighted-average sub-floor price	$ 32.58	$ 40.00

Interest Rate Swaps

Periodically, the Company enters into interest rate swaps to mitigate exposure to market rate fluctuations by converting variable interest rates such as those in its Revolving Credit Facility to fixed interest rates. At June 30, 2022, the Company had the following interest rate swap open positions:

	Remaining 2022
Average Monthly Notional (in thousands)	$ 75,000
Weighted-average fixed rate	1.281 %
Floating rate	1 Month LIBOR

Balance Sheet Presentation

The following table summarizes both: (i) the gross fair value of derivative instruments by the appropriate balance sheet classification even when the derivative instruments are subject to netting arrangements and qualify for net presentation in the balance sheet and (ii) the net recorded fair value as reflected on the balance sheet at June 30, 2022 and December 31, 2021. There was no cash collateral received or pledged associated with the Company's derivative instruments since most of its counterparties, or certain of its affiliates, to its derivative contracts are lenders under its Revolving Credit Facility.

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Type	Balance Sheet Location	Asset Derivatives June 30, 2022	Liability Derivatives June 30, 2022	Asset Derivatives December 31, 2021	Liability Derivatives December 31, 2021
		(In thousands)			
Commodity contracts	Short-term derivative instruments	$ 9,708	$ 89,669	$ 4,804	$ 57,325
Interest rate swaps	Short-term derivative instruments	527	—	—	623
Gross fair value		10,235	89,669	4,804	57,948
Netting arrangements		(9,708)	(9,708)	(4,804)	(4,804)
Net recorded fair value	Short-term derivative instruments	$ 527	$ 79,961	$ —	$ 53,144
Commodity contracts	Long-term derivative instruments	$ 3,573	$ 18,232	$ 3,163	$ 12,827
Interest rate swaps	Long-term derivative instruments	—	—	—	—
Gross fair value		3,573	18,232	3,163	12,827
Netting arrangements		(3,573)	(3,573)	(3,163)	(3,163)
Net recorded fair value	Long-term derivative instruments	$ —	$ 14,659	$ —	$ 9,664

Loss (Gain) on Derivative Instruments

The Company does not designate derivative instruments as hedging instruments for accounting and financial reporting purposes. Accordingly, all gains and losses, including changes in the derivative instruments' fair values, have been recorded in the accompanying Unaudited Condensed Consolidated Statements of Operations. The following table details the gains and losses related to derivative instruments for the periods indicated (in thousands):

	Statements of Operations Location	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
		2022	2021	2022	2021
Commodity derivative contracts	Loss (gain) on commodity derivatives	$ 18,571	$ 63,898	$ 111,975	$ 98,486
(Gain) loss on interest rate derivatives	Interest expense, net	(286)	18	(843)	(44)

Note 6. Asset Retirement Obligations

The Company's asset retirement obligations primarily relate to the Company's portion of future plugging and abandonment costs for wells and related facilities. The following table presents the changes in the asset retirement obligations for the six months ended June 30, 2022 (in thousands):

Asset retirement obligations at beginning of period	$ 103,414
Liabilities added from acquisition or drilling	20
Liabilities settled	(389)
Liabilities removed upon sale of wells	—
Accretion expense	3,469
Revision of estimates	97
Asset retirement obligation at end of period	106,611
Less: Current portion	1,257
Asset retirement obligations - long-term portion	$ 105,354

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 7. Long-Term Debt

The following table presents the Company's consolidated debt obligations at the dates indicated:

	June 30, 2022	December 31, 2021
	(In thousands)	
Revolving Credit Facility (1)	$ 215,000	$ 230,000
Total long-term debt	$ 215,000	$ 230,000

(1) The carrying amount of the Company's Revolving Credit Facility approximates fair value because the interest rates are variable and reflective of market rates.

Revolving Credit Facility

OLLC, the Company's wholly owned subsidiary, is a party to a reserve-based revolving credit facility (the "Revolving Credit Facility"), subject to a borrowing base of $225.0 million as of June 30, 2022, which is guaranteed by the Company and all of its current subsidiaries. The Revolving Credit Facility matures on November 2, 2023. The Company's borrowing base under its Revolving Credit Facility is subject to redetermination on at least a semi-annual basis, primarily based on a reserve engineering report.

As of June 30, 2022, the Company was in compliance with all the financial (current ratio and total leverage ratio) and non-financial covenants associated with its Revolving Credit Facility.

On June 20, 2022, OLLC entered into the Borrowing Base Redetermination Agreement and Sixth Amendment to Credit Agreement, among OLLC, Amplify Acquisitionco LLC, a Delaware limited liability company, the guarantors party thereto, the lenders party thereto and KeyBank National Association, as administrative agent (the "Sixth Amendment"). The Sixth Amendment amends the Revolving Credit Facility to, among other things:

- terminate the automatic monthly reductions of the borrowing base;
- reaffirm the borrowing base under the Revolving Credit Facility at $225.0 million; and
- modify the affirmative hedging covenant.

The Fall 2021 semi-annual borrowing base redetermination in November 2021, resulted in (1) the reaffirmation of the $245.0 million borrowing base and (2) subsequent reductions to the borrowing base of $5.0 million per month beginning February 28, 2022 and continuing until the completion of the next regularly scheduled redetermination. The Company completed the regularly scheduled redetermination in June 2022.

Weighted-Average Interest Rates

The following table presents the weighted-average interest rates paid, excluding commitment fees, on the Company's consolidated variable-rate debt obligations for the periods presented:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Revolving Credit Facility	4.54 %	3.65 %	4.16 %	3.66 %

Letters of Credit

At June 30, 2022, the Company had no letters of credit outstanding.

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AMPLIFY ENERGY CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Unamortized Deferred Financing Costs

Unamortized deferred financing costs associated with the Company's Revolving Credit Facility was $0.7 million at June 30, 2022.

Paycheck Protection Program

On April 24, 2020, the Company received a $5.5 million from the Paycheck Protection Program (the "PPP Loan"). The PPP Loan was established as part of the Coronavirus Aid, Relief, and Economic Security Act to provide loans to qualifying businesses. The PPP Loan was not part of the Revolving Credit Facility as described above. The loan and accrued interest were potentially forgivable provided that the borrower uses the loan proceeds for eligible purposes. The term of the Company's PPP Loan was two years with an annual interest rate of 1% and no payments of principal or interest due during the six-month period beginning on the date of the PPP Loan. The Company applied for forgiveness of the amount due on the PPP Loan based on spending the loan proceeds on eligible expenses as defined by the statute. On June 22, 2021, KeyBank notified the Company that the PPP Loan had been approved for full and complete forgiveness by the Small Business Association. For the three and six months ended June 30, 2021, the Company reported a gain on extinguishment of debt of $5.5 million for the PPP Loan forgiveness in the Unaudited Condensed Consolidated Statements of Operations.

Note 8. Equity (Deficit)

Common Stock

The Company's authorized capital stock includes 250,000,000 shares of common stock, $0.01 par value per share. The following is a summary of the changes in the Company's common stock issued for the six months ended June 30, 2022:

	Common Stock
Balance, December 31, 2021	38,024,142
Issuance of common stock	—
Restricted stock units vested	399,930
Shares withheld for taxes (1)	(92,704)
Balance, June 30, 2022	38,331,368

(1) Represents the net settlement on vesting of restricted stock necessary to satisfy the minimum statutory tax withholding requirements.

Warrants

On May 4, 2017, Legacy Amplify entered into a warrant agreement with American Stock Transfer & Trust Company, LLC, as warrant agent, pursuant to which Legacy Amplify issued warrants to purchase up to 2,173,913 shares of Legacy Amplify's common stock, exercisable for a five-year period commencing on May 4, 2017 at an exercise price of $42.60 per share. The warrants expired on May 4, 2022.

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Note 9. Earnings per Share

The following sets forth the calculation of earnings (loss) per share, or EPS, for the periods indicated (in thousands, except per share amounts):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Net income (loss)	$ 29,220	$ (35,023)	$ (19,394)	$ (54,351)
Less: Net income allocated to participating securities	1,402	—	—	—
Basic and diluted earnings available to common stockholders	$ 27,818	$ (35,023)	$ (19,394)	$ (54,351)
Common shares:				
Common shares outstanding — basic	38,330	37,983	38,256	37,907
Dilutive effect of potential common shares	—	—	—	—
Common shares outstanding — diluted	38,330	37,983	38,256	37,907
Net earnings (loss) per share:				
Basic	$ 0.73	$ (0.92)	$ (0.51)	$ (1.43)
Diluted	$ 0.73	$ (0.92)	$ (0.51)	$ (1.43)
Antidilutive warrants (1)	—	2,174	—	2,174

(1) Amount represents warrants to purchase common stock that are excluded from the diluted net earnings per share calculations because of their antidilutive effect.

Note 10. Long-Term Incentive Plans

In May 2021, the shareholders approved a new Equity Incentive Plan ("EIP") in which the Legacy Amplify Management Incentive Plan (the "Legacy Amplify MIP") and the Legacy Amplify 2017 Non-Employee Directors Compensation Plan (the "Legacy Amplify Non-Employee Directors Compensation Plan") were replaced by the EIP and no further awards will be allowed to be granted under the Legacy Amplify MIP or the Legacy Amplify Non-Employee Directors Compensation Plan. As of June 30, 2022, an aggregate of 1,553,416 shares were available for future grants under the EIP.

Restricted Stock Units

Restricted Stock Units with Service Vesting Condition

The restricted stock units with service vesting conditions ("TSUs") are accounted for as equity-classified awards. The grant-date fair value is recognized as compensation cost on a straight-line basis over the requisite service period and forfeitures are accounted for as they occur. Compensation costs are recorded as general and administrative expense. The unrecognized cost associated with the TSUs was $4.2 million at June 30, 2022. The Company expects to recognize the unrecognized compensation cost for these awards over a weighted-average period of approximately 2.3 years.

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The following table summarizes information regarding the TSUs granted under the EIP for the period presented:

	Number of Units	Weighted-Average Grant-Date Fair Value per Unit (1)
TSUs outstanding at December 31, 2021	1,074,420	$ 3.66
Granted (2)	844,676	$ 3.64
Forfeited	(24,375)	$ 3.52
Vested	(347,502)	$ 3.62
TSUs outstanding at June 30, 2022	1,547,219	$ 3.66

(1) Determined by dividing the aggregate grant-date fair value of awards by the number of awards issued.
(2) The aggregate grant-date fair value of TSUs issued for the six months ended June 30, 2022 was $3.1 million based on a grant date market price at $3.64 per share.

Restricted Stock Units with Market and Service Vesting Conditions

The restricted stock units with market and service vesting conditions ("PSUs") are accounted for as equity-classified awards. The grant-date fair value is recognized as compensation cost on a graded-vesting basis. As such, the Company recognizes compensation cost over the requisite service period for each separately vesting tranche of the award as though the award were, in substance, multiple awards. The Company accounts for forfeitures as they occur. Compensation costs are recorded as general and administrative expense. The unrecognized cost related to the PSUs was less than $0.1 million at June 30, 2022. The Company expects to recognize the unrecognized compensation cost for these awards over a weighted-average period of approximately 0.9 years.

The PSUs will vest based on the satisfaction of service and market vesting conditions, with market vesting based on the Company's achievement of certain share price targets. The PSUs are subject to service-based vesting such that 50% of the PSUs service vest on the applicable market vesting date and an additional 25% of the PSUs service vest on each of the first and second anniversaries of the applicable market vesting date.

In the event of a qualifying termination, subject to certain conditions, (i) all PSUs that have satisfied the market vesting conditions will fully service vest, upon such termination, and (ii) if the termination occurs between the second and third anniversaries of the grant date, then PSUs that have not market vested as of the termination will market vest to the extent that the share targets (in each case, reduced by $0.25) are achieved as of such termination. Subject to the foregoing, any unvested PSUs will be forfeited upon termination of employment.

A Monte Carlo simulation was used in order to determine the fair value of these awards at the grant date.

The following table summarizes information regarding the PSUs granted under the EIP for the period presented:

	Number of Units	Weighted-Average Grant-Date Fair Value per Unit (1)
PSUs outstanding at December 31, 2021	65,940	$ 2.87
Granted	—	$ —
Forfeited	(8,864)	$ 2.11
Vested	—	$ —
PSUs & outstanding at June 30, 2022	57,076	$ 2.99

(1) Determined by dividing the aggregate grant date fair value of awards by the number of awards issued.

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Restricted Stock Units with Market Vesting Conditions

The restricted stock units with performance-based vesting conditions ("PRSUs") are accounted for as equity-classified awards. The grant-date fair value is recognized as compensation cost on a graded-vesting basis. As such, the Company recognizes compensation cost over the requisite service period for each separately vesting tranche of the award as though the award were, in substance, multiple awards. The Company accounts for forfeitures as they occur. Compensation costs are recorded as general and administrative expense.

The 2022 PRSUs were issued with a three year vesting period beginning on the grant date and ending on the third anniversary of the grant date. Vesting of PRSUs can range from zero to 200% of the target units granted based on the Company's relative total shareholder return as compared to the total shareholder return of the Company's performance peer group over the performance period. The fair value of each PRSU award was estimated on their grant dates using a Monte Carlo simulation. The unrecognized cost associated with the PRSUs was $1.2 million at June 30, 2022. The Company expects to recognize the unrecognized compensation cost for these awards over a weighted-average period of approximately 2.4 years.

The 2021 PRSUs awards were issued collectively in separate tranches with individual performances periods beginning in January 2021, 2022, and 2023 respectively. For each of the 2021 PRSUs awards the performance period, will vest based on the percentage of the target PRSUs subject to the performance vesting condition, with 25% able to vest during the period January 1, 2021 through December 31, 2021; 25% able to vest during the period January 1, 2022 through December 31, 2022 and 50% able to vest during the period of January 1, 2023 through December 31, 2023.

The ranges for the assumptions used in the Monte Carlo model for the PRSUs granted during 2022 are presented as follows:

	2022	
Expected volatility	120.8	%
Dividend yield	0.00	%
Risk-free interest rate	1.38	%

The following table summarizes information regarding the PRSUs granted under the EIP for the period presented:

	Number of Units		Weighted-Average Grant-Date Fair Value per Unit (1)
PRSUs outstanding at December 31, 2021	196,377	$	1.94
Granted (2)	189,904	$	6.20
Forfeited	—	$	—
Vested	(49,095)	$	1.24
PRSUs outstanding at June 30, 2022	337,186	$	4.44

(1) Determined by dividing the aggregate grant-date fair value of awards by the number of awards issued.
(2) The aggregate grant-date fair value of PRSUs issued for the six months ended June 30, 2022 was $1.2 million based on a calculated fair value price at $6.20 per share.

2017 Non-Employee Directors Compensation Plan

In June 2017, Legacy Amplify implemented the Legacy Amplify Non-Employee Directors Compensation Plan to attract and retain the services of experienced non-employee directors of Legacy Amplify or its subsidiaries. In connection with the closing of the merger, on August 6, 2019, the Company assumed the Legacy Amplify Non-Employee Directors Compensation Plan. As noted above, the Legacy Amplify Non-Employee Directors Compensation Plan was replaced by the EIP in May 2021.

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The restricted stock units with a service vesting condition ("Board RSUs") are accounted for as equity-classified awards. The grant-date fair value is recognized as compensation cost on a straight-line basis over the requisite service period and forfeitures are accounted for as they occur. Compensation costs are recorded as general and administrative expense.

	Number of Units	Weighted-Average Grant-Date Fair Value per Unit (1)
Board RSUs outstanding at December 31, 2021	3,333	$ 5.12
Granted	—	$ —
Forfeited	—	$ —
Vested	(3,333)	$ 5.12
Board RSUs outstanding at June 30, 2022	—	$ —

(1) Determined by dividing the aggregate grant-date fair value of awards by the number of awards issued.

Compensation Expense

The following table summarizes the amount of recognized compensation expense associated with the EIP, which are reflected in the accompanying Unaudited Condensed Consolidated Statements of Operations for the periods presented (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Equity classified awards				
TSUs	690	582	1,281	657
PSUs and PRSUs	164	105	217	128
Board RSUs	1	4	5	8
	$ 855	$ 691	$ 1,503	$ 793

Note 11. Leases

The Company has leases for office space and equipment in its corporate office and operating regions as well as warehouse space, vehicles, compressors and surface rentals related to its business operations. In addition, the Company has offshore Southern California pipeline right-of-way use agreements. Most of the Company's leases, other than its corporate office lease, have an initial term and may be extended on a month-to-month basis after expiration of the initial term. Most of the Company's leases can be terminated with 30-day prior written notice. The majority of its month-to-month leases are not included as a lease liability in its balance sheet under ASC 842 because continuation of the lease is not reasonably certain. Additionally, the Company elected the short-term practical expedient to exclude leases with a term of twelve months or less. For the quarter ended June 30, 2022, all of the Company's leases qualified as operating leases and it did not have any existing or new leases qualifying as financing leases or variable leases.

The Company's corporate office lease does not provide an implicit rate. To determine the present value of the lease payments, the Company uses its incremental borrowing rate based on the information available at the inception date. To determine the incremental borrowing rate, the Company applies a portfolio approach based on the applicable lease terms and the current economic environment. The Company uses a reasonable market interest rate for its office equipment and vehicle leases.

For the six months ended June 30, 2022 and 2021, the Company recognized approximately $0.7 million and $1.2 million, respectively, of costs relating to the operating leases in the Unaudited Condensed Consolidated Statements of Operations.

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Supplemental cash flow information related to the Company's lease liabilities is included in the table below:

	For the Six Months Ended June 30,	
	2022	2021
	(In thousands)	
Non-cash amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 3,874	$ 729

The following table presents the Company's right-of-use assets and lease liabilities for the period presented:

	June 30, 2022	December 31, 2021
	(In thousands)	
Right-of-use asset	$ 6,589	$ 2,716
Lease liabilities:		
Current lease liability	583	777
Long-term lease liability	6,297	2,017
Total lease liability	$ 6,880	$ 2,794

The following table reflects the Company's maturity analysis of the minimum lease payment obligations under non-cancelable operating leases with a remaining term in excess of one year (in thousands):

	Office and warehouse leases	Leased vehicles and office equipment	Total
Remaining 2022	$ 655	$ 157	$ 812
2023	1,311	304	1,615
2024	1,311	95	1,406
2025	1,311	16	1,327
2026 and thereafter	3,390	—	3,390
Total lease payments	7,978	572	8,550
Less: interest	1,641	29	1,670
Present value of lease liabilities	$ 6,337	$ 543	$ 6,880

The weighted average remaining lease terms and discount rate for all of the Company's operating leases for the period presented:

	June 30,	
	2022	2021
Weighted average remaining lease term (years):		
Office and warehouse space	5.92	0.30
Vehicles	0.10	0.77
Office equipment	0.06	0.02
Weighted average discount rate:		
Office leases	5.60 %	2.57 %
Vehicles	0.16 %	1.57 %
Office equipment	0.15 %	0.14 %

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Note 12. Supplemental Disclosures to the Unaudited Condensed Consolidated Balance Sheets and Unaudited Condensed Consolidated Statements of Cash Flows

Accrued Liabilities

Current accrued liabilities consisted of the following at the dates indicated (in thousands):

	June 30, 2022	December 31, 2021
Accrued liability - pipeline incident	$ 15,994	$ 34,417
Accrued lease operating expense	9,226	9,271
Accrued capital expenditures	7,430	1,631
Accrued production and ad valorem tax	5,999	3,277
Accrued commitment fee and other expense	5,164	2,882
Accrued general and administrative expense	3,186	4,555
Asset retirement obligations	1,257	1,016
Operating lease liability	583	777
Other	65	—
Accrued liabilities	$ 48,904	$ 57,826

Accounts Receivable

Accounts receivable consisted of the following at the dates indicated (in thousands):

	June 30, 2022	December 31, 2021
Oil and natural gas receivables	$ 48,492	$ 32,428
Insurance receivable - pipeline incident	26,485	55,765
Joint interest owners and other	4,472	5,409
Total accounts receivable	79,449	93,602
Less: allowance for doubtful accounts	(1,641)	(1,635)
Total accounts receivable, net	$ 77,808	$ 91,967

Supplemental Cash Flows

Supplemental cash flows for the periods presented (in thousands):

	For the Six Months Ended June 30,	
	2022	2021
Supplemental cash flows:		
Cash paid for interest, net of amounts capitalized	$ 4,502	$ 4,429
Cash paid for reorganization items, net	—	6
Cash paid for taxes	35	—
Noncash investing and financing activities:		
Increase (decrease) in capital expenditures in payables and accrued liabilities	7,605	5,203

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Note 13. Related Party Transactions

Related Party Agreements

There have been no transactions between the Company and any related person in which the related person had a direct or indirect material interest for the three and six months ended June 30, 2022 and 2021.

Note 14. Commitments and Contingencies

Litigation and Environmental

As of June 30, 2022, the Company had no material contingent liabilities recorded in its Unaudited Condensed Consolidated Financial Statements associated with any litigation, pending or threatened.

Although the Company is insured against various risks to the extent it believes it is prudent, there is no assurance that the nature and amount of such insurance will be adequate, in every case, to indemnify it against liabilities arising from future legal proceedings.

At June 30, 2022 and December 31, 2021, the Company had no environmental reserves recorded in its Unaudited Condensed Consolidated Balance Sheet.

Southern California Pipeline Incident

The Company and certain of its subsidiaries are named defendants in a putative class action pending in the United States District Court for the Central District of California. The plaintiffs seek unspecified monetary damages and certain forms of injunctive relief. The Company is also participating in a related claims process organized under the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq. (“OPA 90”). Under OPA 90, a party alleged to be responsible for a discharge of oil is required to establish a claims process to pay for interim costs and damages as a result of the discharge. The OPA 90 claims process remains ongoing.

Future litigation may be necessary, among other things, to defend the Company by determining the scope, enforceability, and validity of claims. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources, and other factors.

Minimum Volume Commitment

The Company is party to a gas purchase, gathering and processing contract in Oklahoma, which includes certain minimum NGL commitments. To the extent the Company does not deliver natural gas volumes in sufficient quantities to generate, when processed, the minimum levels of recovered NGLs, it would be required to reimburse the counterparty an amount equal to the sum of the monthly shortfall, if any, multiplied by a fee. The Company is not meeting the minimum volume required under this contractual provision. The commitment fee expense for the three and six months ended June 30, 2022 was approximately $0.7 million and $1.1 million, respectively. The minimum volume commitment for Oklahoma ends on June 30, 2023.

The Company is party to a gas purchase, gathering and processing contract in East Texas, which includes certain minimum gas commitments. The Company is not meeting the minimum volume required under this contractual provision. The commitment fee expense for the three and six months ended June 30, 2022, was approximately $0.6 million and $1.1 million, respectively. The minimum volume commitment for East Texas ends on November 30, 2022.

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Sinking Fund Trust Agreement

Beta Operating Company, LLC, a wholly owned subsidiary, assumed an obligation with a third party to make payments into a sinking fund in connection with its 2009 acquisition of the Company properties in federal waters offshore Southern California, the purpose of which is to provide funds adequate to decommission the portion of the San Pedro Bay Pipeline that lies within state waters and the surface facilities. Under the terms of the agreement, the operator of the properties is obligated to make monthly deposits into the sinking fund account in an amount equal to $0.25 per barrel of oil and other liquid hydrocarbon produced from the acquired working interest. Interest earned in the account stays in the account. The obligation to fund ceases when the aggregate value of the account reaches $4.3 million. As of June 30, 2022, the account balance included in restricted investments was approximately $4.3 million.

Supplemental Bond for Decommissioning Liabilities Trust Agreement

Beta Operating Company, LLC ("Beta"), a wholly owned subsidiary of the Company, has an obligation with the BOEM in connection with its 2009 acquisition of the Company's properties in federal waters offshore Southern California. The Company supports this obligation with $161.3 million of A-rated surety bonds. As of June 30, 2022, the account balance included in restricted investments was $4.3 million.

Note 15. Income Taxes

The Company had no income tax expense for the three and six months ended June 30, 2022 and 2021, respectively. The Company's effective tax rate was 0% for the three and six months ended June 30, 2022 and 2021, respectively. The effective tax rates for the three and six months ended June 30, 2022 and 2021 are different from the statutory U.S. federal income tax rate primarily due to the Company's recorded valuation allowances.

Note 16. Southern California Pipeline Incident

On October 2, 2021, contractors operating under the direction of Beta, a subsidiary of Amplify, observed an oil sheen on the water approximately four miles off the coast of Newport Beach, California (the "Incident"). Beta platform personnel were notified and promptly initiated the Company's Oil Spill Response Plan, which was reviewed and approved by the Bureau of Safety and Environmental Enforcement's Oil Spill Preparedness Division within the United States Department of the Interior, and which included the required notifications of specified regulatory agencies. On October 3, 2021, a Unified Command, consisting of the Company, the U.S. Coast Guard and California Department of Fish and Wildlife's Office of Spill Prevention and Response, was established to respond to the Incident.

On October 5, 2021, the Unified Command announced that reports from its contracted commercial divers and Remotely Operated Vehicle footage indicated that a 4,000-foot section of the Company's pipeline had been displaced with a maximum lateral movement of approximately 105 feet and that the pipeline had a 13-inch split, running parallel to the pipe. On October 14, 2021, the U.S. Coast Guard announced that it had a high degree of confidence the size of the release was approximately 588 barrels of oil, which is below the previously reported maximum estimate of 3,134 barrels. On October 16, 2021, the U.S. Coast Guard announced that it had identified the Mediterranean Shipping Company (DANIT) as a "vessel of interest" and its owner Dordellas Finance Corporation and operator Mediterranean Shipping Company, S.A. as parties in interest in connection with an anchor-dragging incident, in January 2021 (the "Anchor Dragging Incident"), which occurred in close proximity to the Company's pipeline, and that additional vessels of interest continued to be investigated. On November 19, 2021, the U.S. Coast Guard announced that it had identified the COSCO (Beijing) as another vessel involved in the Anchor Dragging Incident and named its owner Capetanissa Maritime Corporation of Liberia and its operator V.Ships Greece Ltd. as parties in interest. The cause, timing and details regarding the Incident remain under investigation.

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At the height of the Incident response, the Company deployed over 1,800 personnel working under the guidance and at the direction of the Unified Command to aid in cleanup operations. As of October 14, 2021, all beaches that had been closed following the Incident have reopened. On February 2, 2022, the Unified Command announced that response and monitoring efforts have officially concluded for the Incident, and Unified Command would stand down as of such date. Amplify is grateful to its Unified Command partners for their collaboration and professionalism over the course of the response.

In response to the Incident, all operations have been suspended and the pipeline has been shut-in until the Company receives the required regulatory approvals to begin operations. On October 4, 2021, the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) issued a Corrective Action Order (CAO) pursuant to 49 U.S.C. § 60112, which makes clear that no restart of the affected pipeline may occur until PHMSA has approved a written restart plan. Additionally, the California Coastal Commission requested approval from the Office of Coastal Management for the National Oceanic and Atmospheric Association (NOAA) to conduct a Coastal Zone Management Act consistency review of the U.S. Army Corps of Engineers Nationwide Permit (NWP) 12 application for the proposed permanent repair permit; on April 7, 2022, NOAA denied that request. The Company is working expeditiously and cooperatively to comply with the requirements of the relevant agencies in order to gain such approvals and any other regulatory approvals that are necessary to permanently repair the pipeline and restart operations. As a result of the uncertainties related to the permitting and regulatory approval process, the Company can provide no assurances as to whether and when, if at all, operation will restart at the Beta field. At present, no operations are underway in the Beta field.

On December 15, 2021, a federal grand jury in the Central District of California returned a federal criminal indictment against Amplify Energy Corp., Beta Operating Company, LLC, and San Pedro Bay Pipeline Company in connection with the Incident. The indictment alleges that the Company committed a misdemeanor violation of the federal Clean Water Act for negligently discharging oil into the contiguous zone of the United States. A trial is set for November 1, 2022. The United States Attorney's Office for the Central District of California has stated that its investigation of the Incident and related matters is ongoing. State authorities are conducting parallel criminal investigations as well. We are continuing to cooperate with these federal and state investigations. The outcome of these investigations is uncertain, including whether they will result in additional criminal charges.

The Company is currently subject to a number of ongoing investigations related to the Incident by certain federal and state agencies. To date, the U.S. Coast Guard, the U.S. Bureau of Ocean Energy Management, the U.S. Department of Justice, PHMSA, the U.S. Department of the Interior Bureau of Safety and Environmental Enforcement, the California Department of Justice, the Orange County District Attorney, the Los Angeles County District Attorney, and the California Department of Fish & Wildlife are conducting investigations or examinations of the Incident. On April 8, 2022, in light of the allegations raised in the December 15, 2021 federal indictment, the Company received a Show Cause Notice from the U.S. Environmental Protection Agency ("EPA") asking the Company to provide information as to why it should not be suspended from participating in future Federal contracting and assisting activities pursuant to 2 C.F.R. § 180.700(a), (c) and 2 C.F.R. § 180.800(a)(4). On April 22, 2022, the Company responded to the Show Cause Notice and is working cooperatively with the EPA in connection with this matter. Other federal agencies may or have commenced investigations and proceedings, and may initiate enforcement actions seeking penalties and other relief under the Clean Water Act and other statutes. Amplify continues to comply with all regulatory requirements and investigations. The outcomes of these investigations and the nature of any remedies pursued will depend on the discretion of the relevant authorities and may result in regulatory or other enforcement actions, as well as civil and criminal liability.

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The Company and two subsidiaries have been named as defendants in a consolidated putative class action in the United States District Court for the Central District of California. Plaintiffs filed a consolidated class action complaint on January 28, 2022 and an amended complaint on March 21, 2022. Plaintiffs assert claims against the Company, Beta Operating Company, LLC, San Pedro Bay Pipeline Company, MSC Mediterranean Shipping Company, Dordellas Finance Corp., the MSC Danit (proceeding in rem), Costamare Shipping Co. S.A., Capetanissa Maritime Corporation of Liberia, V.Ships Greece Ltd., and the COSCO Beijing (proceeding in rem). The Company filed a third-party complaint on February 28, 2022, and an amended complaint on June 21, 2022. The Company sued the same shipping defendants and has added claims against the Marine Exchange of Los Angeles-Long Beach Harbor, COSCO Shipping Lines Co. Ltd., COSCO (Cayman) Mercury Co. Ltd., and Mediterranean Shipping Company S.r.l. The Company has moved to dismiss the Plaintiffs' complaint, and the Marine Exchange of Los Angeles-Long Beach Harbor and certain of the shipping defendants have moved to dismiss the Company's complaint. A hearing on the motions to dismiss is scheduled for August 25, 2022. Further, MSC Mediterranean Shipping Company, Dordellas Finance Corp., and Capetanissa Maritime Corporation of Liberia have filed petitions for limitations of liability under maritime law in the United States District Court for the Central District of California. The court consolidated the limitation actions into a single limitation action and also coordinated discovery between the consolidated limitation and the consolidated class actions. Resolution of the civil litigation may take considerable time, and it is not possible at this time to estimate the Company's potential liability resulting from these actions.

Under the OPA 90, the Company's pipeline was designated by the U.S. Coast Guard as the source of the oil discharge and therefore the Company is financially responsible for remediation and for certain costs and economic damages as provided for in OPA 90, as well as certain natural resource damages associated with the spill and certain costs determined by federal and state trustees engaged in a joint assessment of such natural resource damages. The Company is currently processing covered claims under OPA 90 as expeditiously as possible. In addition, the Natural Resource Damage Assessment remains ongoing and therefore the extent, timing and cost related to such assessment are difficult to project. While the Company anticipates insurance will reimburse it for expenses related to the Natural Resource Damage Assessment, any potentially uncovered expenses may be material and could impact the Company's business and results of operations and could put pressure on its liquidity position going forward.

The Company currently estimates that the total costs it has incurred or will incur with respect to the Incident to be approximately $110.0 million to $130.0 million, which is primarily related to (i) actual and projected response and remediation expenses incurred under the direction of the Unified Command and (ii) estimates for certain legal fees. These estimates consider currently available facts and presently enacted laws and regulations. The Company has made assumptions regarding (i) the probable and estimable amounts expected to be settled with certain vendors for response and remediation expenses and (ii) the resolution of certain third-party claims, excluding claims with respect to losses, which are not probable and reasonably estimable, and (iii) future claims and lawsuits. The Company's estimates do not include (i) the nature, extent and cost of future legal services that will be required in connection with all lawsuits, claims and other matters requiring legal or expert advice associated with the Incident, (ii) any lost revenue associated with the suspension of operations at Beta, (iii) any liabilities or costs that are not reasonably estimable at this time or that relate to contingencies where the Company currently regards the likelihood of loss as being only reasonably possible or remote and (iv) the costs associated with the permanent repair of the pipeline and the restart of the Beta operations. The Company believes it has accrued adequate amounts for all probable and reasonably estimable costs; however, this estimate is subject to uncertainties associated with the assumptions that it has made. For example, settlements with vendors for response and remediation expenses could turn out to be significantly higher or lower than the Company has estimated. Accordingly, as the Company's assumptions and estimates may change in future periods based on future events and total costs may materially increase, the Company can provide no assurance that it will not have to accrue significant additional costs in future periods with respect to the Incident.

In accordance with customary insurance practice, the Company maintains insurance policies, including loss of production income insurance, against many potential losses or liabilities arising from its operations and at costs that the Company believes to be economic. The Company regularly reviews its risk of loss and the cost and availability of insurance and revises its insurance accordingly. The Company's insurance does not cover every potential risk associated with its operations and is subject to certain exclusions and deductibles. While the Company expects its insurance policies will cover a material portion of the total aggregate costs associated with the Incident, including but not limited to response and remediation expenses, defense costs and loss of revenue resulting from suspended operations, it can provide no assurance that its coverage will adequately protect it against liability from all potential consequences, damages and losses related to the Incident and such view and understanding is preliminary and subject to change.

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For the six months ended June 30, 2022, the Company incurred total aggregate gross costs of $18.7 million. Of these costs, the Company has received, or expects that it is probable that it will receive, $13.0 million in insurance recoveries. The remaining amount of $5.7 million, which primarily relates to certain legal costs, is not expected to be recovered under an insurance policy and is classified as "Pipeline Incident Loss" on the Company's Unaudited Condensed Consolidated Statements of Operations.

On June 30, 2022, and December 31, 2021, the Company's insurance receivables were $26.5 million and $49.1 million, respectively. For the six months ended June 30, 2022, the Company received $35.7 million in insurance recoveries.

Additionally, during the six months ended June 30, 2022, the Company recognized $26.2 million related to approved loss of production income ("LOPI") insurance proceeds, which is classified as "Other Revenues" in the Company's Unaudited Condensed Consolidated Statements of Operations.

Subsequent to June 30, 2022, the Company received approval for approximately $6.2 million of LOPI proceeds for the period from July 1, 2022 through August 12, 2022.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the Unaudited Condensed Consolidated Financial Statements and accompanying notes in "Item 1. Financial Statements" contained herein and in "Item 1A. Risk Factors" of our Annual Report on the Form 10-K for the year ended December 31, 2021 ("2021 Form 10-K"). The following discussion contains forward-looking statements that reflect our future plans, estimates, beliefs and expected performance. The forward-looking statements are dependent upon events, risks and uncertainties that may be outside our control. Our actual results could differ materially from those discussed in these forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements" in the front of this report.

Overview

We operate in one reportable segment engaged in the acquisition, development, exploitation and production of oil and natural gas properties. Our management evaluates performance based on the reportable business segment as the economic environments are not different within the operation of our oil and natural gas properties. Our business activities are conducted through OLLC, our wholly owned subsidiary, and its wholly owned subsidiaries. Our assets consist primarily of producing oil and natural gas properties and are located in Oklahoma, the Rockies, federal waters offshore Southern California, East Texas / North Louisiana and the Eagle Ford. Our properties consist primarily of operated and non-operated working interests in producing and undeveloped leasehold acreage and working interests in identified producing wells.

Industry Trends

Since the start of the COVID-19 pandemic, governments have tried to slow the spread of the virus by imposing social distancing guidelines, travel restrictions and stay-at-home orders, among other actions, which caused a significant decrease in activity in the global economy and the demand for oil and to a lesser extent natural gas and NGLs. As vaccines have become widely available, social distancing guidelines, travel restrictions and stay-at-home orders have eased, activity in the global economy has increased and demand for oil, natural gas and NGLs and related commodity pricing, has improved.

Additionally, oil, natural gas and NGLs prices increased in the first half of 2022 when compared to the same period of 2021 and, as a result, we experienced a significant increase in revenues. We continue to monitor the impact of the actions of the Organization of the Petroleum Exporting Countries and other large producing nations, the Russia-Ukraine conflict, global inventories of oil and gas and the uncertainty associated with recovering oil demand, future monetary policy and governmental policies aimed at transitioning towards lower carbon energy. We expect prices for some or all of the commodities to remain volatile. Other factors such as the duration of the COVID-19 pandemic and the speed and effectiveness of vaccine distributions or other medical advances to combat the virus may impact the recovery of world economic growth and the demand for oil, natural gas and NGLs.

Recent Developments

Borrowing Base Redetermination and Sixth Amendment

On June 21, 2022, OLLC entered into the Sixth Amendment. The Sixth Amendment amends the Revolving Credit Facility to, among other things:

- terminate the automatic monthly reductions of the borrowing base;
- reaffirm the borrowing base under the Revolving Credit Facility at $225.0 million; and
- modify the affirmative hedging covenant.

Special Case Royalty Relief

On June 8, 2022, the Special Case Royalty Relief for our interest in the Beta Unit was terminated.

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Appointment of Certain Directors

On April 7, 2022, the board of directors of the Company appointed Deborah G. Adams and Eric T. Greager to the board of directors, effective April 7, 2022. Ms. Adams has also been appointed to the nominating and governance committee of the board of directors, and Mr. Greager has also been appointed to the compensation committee of the board of directors.

Business Environment and Operational Focus

We use a variety of financial and operational metrics to assess the performance of our oil and natural gas operations, including: (i) production volumes; (ii) realized prices on the sale of our production; (iii) cash settlements on our commodity derivatives; (iv) lease operating expense; (v) gathering, processing and transportation; (vi) general and administrative expense; and (vii) Adjusted EBITDA (as defined below).

Sources of Revenues

Our revenues are derived from the sale of natural gas and oil production, as well as the sale of NGLs that are extracted from natural gas during processing. Production revenues are derived entirely from the continental United States. Natural gas, NGL and oil prices are inherently volatile and are influenced by many factors outside our control. In order to reduce the impact of fluctuations in natural gas and oil prices on revenues, we intend to periodically enter into derivative contracts that fix the future prices received. At the end of each period, the fair value of these commodity derivative instruments is estimated and because hedge accounting is not elected, the changes in the fair value of unsettled commodity derivative instruments are recognized in earnings at the end of each accounting period.

Critical Accounting Policies and Estimates

Our critical accounting policies and estimates, including a discussion regarding the estimation uncertainty and the impact that our critical accounting estimates have had, or are reasonably likely to have, on our financial condition or results of operations, are described in Item 7., “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2021 Form 10-K. Significant estimates include, but are not limited to, oil and natural gas reserves; fair value estimates; revenue recognition; and contingencies and insurance accounting. These estimates, in our opinion, are subjective in nature, require the use of professional judgment and involve complex analysis.

When used in the preparation of our consolidated financial statements, such estimates are based on our current knowledge and understanding of the underlying facts and circumstances and may be revised as a result of actions we take in the future. Changes in these estimates will occur as a result of the passage of time and the occurrence of future events. Subsequent changes in these estimates may have a significant impact on our consolidated financial position, results of operations and cash flows.

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Results of Operations

The results of operations for the three and six months ended June 30, 2022 and 2021 have been derived from our unaudited condensed consolidated financial statements. The comparability of the results of operations among the periods presented below is impacted by the Incident and suspension of operations at our Beta properties.

The following table summarizes certain of the results of operations for the periods indicated.

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
	($ In thousands except per unit amounts)			
Oil and natural gas sales	$ 112,878	$ 80,338	$ 206,750	$ 152,669
Other revenues	8,899	55	26,460	193
Lease operating expense	33,285	28,653	66,205	57,559
Gathering, processing and transportation	7,281	5,050	15,291	9,629
Taxes other than income	8,623	5,071	16,176	9,684
Depreciation, depletion and amortization	5,864	7,389	11,499	14,736
General and administrative expense	8,628	6,030	16,399	12,951
Loss (gain) on commodity derivative instruments	18,571	63,898	111,975	98,486
Pipeline incident loss	5,092	—	5,672	—
Interest expense, net	3,084	3,137	5,525	6,249
Gain on extinguishment of debt	—	5,516	—	5,516
Net income (loss)	29,220	(35,023)	(19,394)	(54,351)
Oil and natural gas revenues:				
Oil sales	$ 58,918	$ 56,510	$ 111,292	$ 106,205
NGL sales	13,604	8,876	27,085	16,547
Natural gas sales	40,356	14,952	68,373	29,917
Total oil and natural gas revenues	$ 112,878	$ 80,338	$ 206,750	$ 152,669
Production volumes:				
Oil (MBbls)	557	905	1,137	1,824
NGLs (MBbls)	347	368	685	710
Natural gas (MMcf)	5,725	6,161	11,235	11,922
Total (MBoe)	1,858	2,300	3,695	4,521
Average net production (MBoe/d)	20.4	25.3	20.4	25.0
Average realized sales price (excluding commodity derivatives):				
Oil (per Bbl)	$ 105.79	$ 62.47	$ 97.84	$ 58.21
NGL (per Bbl)	39.18	24.09	39.51	23.30
Natural gas (per Mcf)	7.05	2.43	6.09	2.51
Total (per Boe)	$ 60.74	$ 34.93	$ 55.95	$ 33.76
Average unit costs per Boe:				
Lease operating expense	$ 17.91	$ 12.46	$ 17.92	$ 12.73
Gathering, processing and transportation	3.92	2.20	4.14	2.13
Taxes other than income	4.64	2.20	4.38	2.14
General and administrative expense	4.64	2.62	4.44	2.86
Depletion, depreciation and amortization	3.16	3.21	3.11	3.26

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For the Three Months Ended June 30, 2022 Compared to the Three Months Ended June 30, 2021

Net income of $29.2 million and a net loss of $35.0 million were recorded for the three months ended June 30, 2022 and 2021, respectively.

Oil, natural gas and NGL revenues were $112.9 million and $80.3 million for the three months ended June 30, 2022 and 2021, respectively. Average net production volumes were approximately 20.4 MBoe/d and 25.3 MBoe/d for the three months ended June 30, 2022 and 2021, respectively. The change in production volumes was primarily due to the suspension of operations at our Beta properties and natural declines. For the three months ended June 30, 2021, production from our Beta properties was 3.6 MBoe/d. The average realized sales price was $60.74 per Boe and $34.93 per Boe for the three months ended June 30, 2022 and 2021, respectively. The increase in average realized sales price was primarily due to the increase in commodity prices.

Other revenues were $8.9 million and less than $0.1 million for the three months ended June 30, 2022 and 2021, respectively. For the three months ended June 30, 2022, we recognized $8.8 million of LOPI proceeds related to the suspension of operations at our Beta properties resulting from the Incident which includes two months of LOPI.

Lease operating expense was $33.3 million and $28.7 million for the three months ended June 30, 2022 and 2021, respectively. The change in lease operating expense was primarily related to a $2.8 million increase in workover expense and an increase of $2.1 million in lease operating expenses, offset by the natural decline in production. The increase was primarily attributable to increased expense workover projects in Oklahoma and the Rockies. On a per Boe basis, lease operating expense was $17.91 and $12.46 for the three months ended June 30, 2022 and 2021, respectively. The change in lease operating expense on a per Boe basis was due mainly to higher costs and lower production.

Gathering, processing and transportation was $7.3 million and $5.1 million for the three months ended June 30, 2022 and 2021, respectively. The increase was primarily attributable to marketing our own natural gas in Oklahoma, resulting in a reclassification of certain revenue deductions to gathering, processing and transportation expenses. On a per Boe basis, gathering, processing and transportation was $3.92 and $2.20 for the three months ended June 30, 2022 and 2021, respectively. The change on a per BOE basis primarily related to higher commodity prices and the accounting reclassification discussed above.

Taxes other than income were $8.6 million and $5.1 million for the three months ended June 30, 2022 and 2021, respectively. The increase in taxes other than income is due to an increase in production taxes as a result of the increase in commodity prices. On a per Boe basis, taxes other than income were $4.64 and $2.20 for the three months ended June 30, 2022 and 2021, respectively. The change in taxes other than income on a per Boe basis was primarily due to the increase in commodity prices.

DD&A expense was $5.9 million and $7.4 million for the three months ended June 30, 2022 and 2021, respectively. The change in DD&A expense was primarily due to a decrease in production of 442 MBoe, which equates to a decrease of approximately $1.4 million.

General and administrative expense was $8.6 million and $6.0 million for the three months ended June 30, 2022 and 2021, respectively. The change in general and administrative expense was primarily related to (1) an increase of $1.4 million in salaries and other payroll benefits; (2) an increase of $0.6 million in legal expenses, and (3) an increase of $0.7 million in professional services.

Net loss on commodity derivative instruments of $18.6 million were recognized for the three months ended June 30, 2022, consisting of a $30.0 million increase in the fair value of open positions and $48.6 million of cash settlements paid on expired positions. Net loss on commodity derivative instruments of $63.9 million was recognized for the three months ended June 30, 2021, consisting of a $47.0 million decrease in the fair value of open positions and $16.9 million of cash settlements paid on expired positions.

Pipeline incident loss was $5.1 million for the three months ended June 30, 2022. The $5.1 million reflects legal expenses that the Company has determined will not be reimbursed through the insurance claims process. No expense was recorded for the three months ended June 30, 2021. See Note 16 of the Notes to Unaudited Condensed Consolidated Financial Statements included under “Item 1. Financial Statements” of this quarterly report for additional information.

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Interest expense, net was $3.1 million and $3.1 million for the three months ended June 30, 2022 and 2021, respectively. Interest expense included a gain position on our interest rate swaps of $0.3 million for the three months ended June 30, 2022, compared to a loss position on interest rate swaps of less than $0.1 million for the three months ended June 30, 2021. In addition, we had an increase of $0.3 million in interest expense due to higher rates on our Revolving Credit Facility.

Average outstanding borrowings under our Revolving Credit Facility were $219.4 million and $242.8 million for the three months ended June 30, 2022 and 2021, respectively.

For the Six Months Ended June 30, 2022 Compared to the Six Months Ended June 30, 2021

Net losses of $19.4 million and $54.4 million were recorded for the six months ended June 30, 2022 and 2021, respectively.

Oil, natural gas and NGL revenues were $206.8 million and $152.7 million for the six months ended June 30, 2022 and 2021, respectively. Average net production volumes were approximately 20.4 MBoe/d and 25.0 MBoe/d for the six months ended June 30, 2022 and 2021, respectively. The change in production volumes was primarily due to the suspension of operations at our Beta properties and natural declines. During the first half of 2021, production from our Beta properties was 3.6 MBoe/d. The average realized sales price was $55.95 per Boe and $33.76 per Boe for the six months ended June 30, 2022 and 2021, respectively. The increase in average realized sales price was primarily due to the increase in commodity prices.

Other revenues were $26.5 million and $0.2 million for the six months ended June 30, 2022 and 2021, respectively. During the first half of 2022, we recognized $26.2 million of LOPI proceeds related to the suspension of operations at our Beta properties resulting from the Incident which includes six months of LOPI.

Lease operating expense was $66.2 million and $57.6 million for the six months ended June 30, 2022 and 2021, respectively. The change in lease operating expense was primarily related to a $5.5 million increase in workover expense and $4.7 million increase in lease operating expense, offset by the natural decline in production. The increase was primarily attributable to increased expense workover projects in Oklahoma and the Rockies. On a per Boe basis, lease operating expense was $17.92 and $12.73 for the six months ended June 30, 2022 and 2021, respectively. The change in lease operating expense on a per Boe basis was due mainly to higher costs and lower production.

Gathering, processing and transportation was $15.3 million and $9.6 million for the six months ended June 30, 2022 and 2021, respectively. The increase was primarily attributable to marketing our own natural gas in Oklahoma, resulting in a reclassification of certain revenue deductions to gathering, processing and transportation expenses. On a per Boe basis, gathering, processing and transportation was $4.14 and $2.13 for the six months ended June 30, 2022 and 2021, respectively. The change on a per BOE basis primarily related to higher commodity prices and the accounting reclassification discussed above.

Taxes other than income were $16.2 million and $9.7 million for the six months ended June 30, 2022 and 2021, respectively. The increase in taxes other than income is due to an increase in production taxes as a result of the increase in commodity prices. On a per Boe basis, taxes other than income were $4.38 and $2.14 for the six months ended June 30, 2022 and 2021, respectively. The change in taxes other than income on a per Boe basis was primarily due to the increase in commodity prices.

DD&A expense was $11.5 million and $14.7 million for the six months ended June 30, 2022 and 2021, respectively. The change in DD&A expense was primarily due to a decrease in production of 826 MBoe, which equates to a decrease of approximately $2.7 million.

General and administrative expense was $16.4 million and $13.0 million for the six months ended June 30, 2022 and 2021, respectively. The change in general and administrative expense was primarily related to (1) an increase of $1.6 million in salaries and other payroll benefits, (2) an increase of $0.7 million in stock compensation expense, (3) an increase of $0.7 million in legal expenses, and (4) an increase of $0.4 million in professional services.

Net loss on commodity derivative instruments of $112.0 million were recognized for the six months ended June 30, 2022, consisting of a $32.4 million decrease in the fair value of open positions and $79.5 million of cash settlements paid on expired positions. Net losses on commodity derivative instruments of $98.5 million was recognized for the six months ended June 30, 2021, consisting of a $71.0 million decrease in the fair value of open positions and $27.5 million of cash settlements paid on expired positions.

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Pipeline incident loss was $5.7 million for the six months ended June 30, 2022. The $5.7 million reflects legal expenses that the Company has determined will not be reimbursed through the insurance claims process. No expense was recorded for the six months ended June 30, 2021. See Note 16 of the Notes to Unaudited Condensed Consolidated Financial Statements included under "Item 1. Financial Statements" of this quarterly report for additional information.

Interest expense, net was $5.5 million and $6.2 million for the six months ended June 30, 2022 and 2021, respectively. Interest expense included a gain position on our interest rate swaps of $0.8 million for the six months ended June 30, 2022, compared to a gain position on interest rate swaps of less than $0.1 million for the six months ended June 30, 2021. In addition, we had an increase of $0.1 million in interest expense due to higher rates on our Revolving Credit Facility.

Average outstanding borrowings under our Revolving Credit Facility were $223.7 million and $248.0 million for the six months ended June 30, 2022 and 2021, respectively.

Adjusted EBITDA

We include in this report the non-GAAP financial measure of Adjusted EBITDA and provide our reconciliation of Adjusted EBITDA to net income (loss) and net cash flows from operating activities, our most directly comparable financial measures calculated and presented in accordance with GAAP. We define Adjusted EBITDA as net income (loss):

Plus:

- Interest expense;
- Income tax expense;
- DD&A;
- Impairment of goodwill and long-lived assets (including oil and natural gas properties);
- Accretion of AROs;
- Loss on commodity derivative instruments;
- Cash settlements received on expired commodity derivative instruments;
- Amortization of gain associated with terminated commodity derivatives;
- Losses on sale of assets;
- Share-based compensation expenses;
- Exploration costs;
- Acquisition and divestiture related expenses;
- Reorganization items, net;
- Severance payments; and
- Other non-routine items that we deem appropriate.

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Less:

- Interest income;
- Income tax benefit;
- Gain on commodity derivative instruments;
- Cash settlements paid on expired commodity derivative instruments;
- Gains on sale of assets and other, net; and
- Other non-routine items that we deem appropriate.

We believe that Adjusted EBITDA is useful because it allows us to more effectively evaluate our operating performance and compare the results of our operations from period to period without regard to our financing methods or capital structure.

Adjusted EBITDA should not be considered as an alternative to, or more meaningful than, net income (loss) or cash flows from operating activities as determined in accordance with GAAP or as an indicator of our operating performance or liquidity. Certain items excluded from Adjusted EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historic costs of depreciable assets, none of which are components of Adjusted EBITDA. Our computations of Adjusted EBITDA may not be comparable to other similarly titled measures of other companies. We believe that Adjusted EBITDA is a widely followed measure of operating performance and may also be used by investors to measure our ability to meet debt service requirements.

In addition, we use Adjusted EBITDA to evaluate actual cash flow available to develop existing reserves or acquire additional oil and natural gas properties.

The following tables present our reconciliation of the Company's net income (loss) and cash flows from operating activities to Adjusted EBITDA, our most directly comparable GAAP financial measures, for each of the periods indicated.

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Reconciliation of Net Income (Loss) to Adjusted EBITDA

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
	(In thousands)			
Net income (loss)	$ 29,220	$ (35,023)	$ (19,394)	$ (54,351)
Interest expense, net	3,084	3,137	5,525	6,249
DD&A	5,864	7,389	11,499	14,736
Accretion of AROs	1,749	1,638	3,469	3,253
Losses (gains) on commodity derivative instruments	18,571	63,898	111,975	98,486
Cash settlements (paid) received on expired commodity derivative instruments	(48,596)	(16,855)	(79,539)	(27,491)
Amortization of gain associated with terminated commodity derivatives	—	4,166	—	9,951
Pipeline incident loss	5,092	—	5,672	—
Acquisition and divestiture related expenses	36	7	41	19
Share-based compensation expense	856	903	1,496	1,234
Gain on extinguishment of debt	—	(5,516)	—	(5,516)
Exploration costs	10	7	26	23
Loss on settlement of AROs	396	5	415	73
Bad debt expense	(4)	91	6	94
Reorganization items, net	—	—	—	6
Other	—	—	—	16
Adjusted EBITDA	$ 16,278	$ 23,847	$ 41,191	$ 46,782

Reconciliation of Net Cash from Operating Activities to Adjusted EBITDA

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
	(In thousands)			
Net cash provided by operating activities	$ 20,677	$ 20,845	$ 30,396	$ 36,403
Changes in working capital	(13,582)	(4,526)	(2,209)	(7,248)
Interest expense, net	3,084	3,137	5,525	6,249
Gain (loss) on interest rate swaps	286	(18)	843	44
Cash settlements paid (received) on interest rate swaps	93	476	307	940
Amortization of gain associated with terminated commodity derivatives	—	4,166	—	9,951
Pipeline incident loss	5,092	—	5,672	—
Amortization and write-off of deferred financing fees	(203)	(221)	(336)	(360)
Acquisition and divestiture related expenses	36	7	41	19
Income tax expense - current portion	—	—	—	—
Exploration costs	10	7	26	23
Plugging and abandonment cost	785	5	804	235
Reorganization items, net	—	—	—	6
Other	—	(31)	122	520
Adjusted EBITDA	$ 16,278	$ 23,847	$ 41,191	$ 46,782

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Liquidity and Capital Resources

Overview. Our ability to finance our operations, including funding capital expenditures and acquisitions, to meet our indebtedness obligations, to refinance our indebtedness or to meet our collateral requirements will depend on our ability to generate cash in the future. Our primary sources of liquidity and capital resources have historically been cash flows generated by operating activities and borrowings under our Revolving Credit Facility. As we pursue reserve and production growth, we plan to monitor which capital resources, including equity and debt financings, are available to us to meet our future financial obligations, planned capital expenditure activities and liquidity requirements. Based on our current oil and natural gas price expectations, we believe our cash flows provided by operating activities and availability under our Revolving Credit Facility will provide us with the financial flexibility necessary to meet our cash requirements, including normal operating needs, and to pursue our currently planned 2022 development activities. However, future cash flows are subject to a number of variables, including the level of our oil and natural gas production and the prices we receive for our oil and natural gas production, and significant additional capital expenditures will be required to more fully develop our properties. We cannot assure you that operations and other needed capital will be available on acceptable terms, or at all. For the remainder of 2022, we expect our primary funding sources to be from internally generated cash flow, borrowings under our Revolving Credit Facility, and equity and debt capital markets.

Impact of the Southern California Pipeline Incident. There is substantial uncertainty surrounding the full impact that the Incident will have on our financial condition and cash flow generation going forward. We have incurred and will continue to incur costs as a result of the Incident, and we anticipate that the suspension of production from Beta will lead to a material reduction in revenue from these assets. Although we carry customary insurance policies, including loss of production income insurance, which we expect will cover a material portion of the total aggregate costs associated with the Incident, including loss of revenue resulting from suspended operations, we can provide no assurance that our coverage will adequately protect us against liability from all potential consequences, damages and losses related to the Incident.

Capital Markets. We do not currently anticipate any near-term capital markets activity, but we will continue to evaluate the availability of public debt and equity for funding potential future growth projects and acquisition activity.

Hedging. Commodity hedging has been and remains an important part of our strategy to reduce cash flow volatility. Our hedging activities are intended to support oil, NGL and natural gas prices at targeted levels and to manage our exposure to commodity price fluctuations. We intend to enter into commodity derivative contracts at times and on terms desired to maintain a portfolio of commodity derivative contracts covering at least 50%-60% of our estimated production from total proved developed producing reserves over a one-to-three-year period at any given point of time. We may, however, from time to time, hedge more or less than this approximate amount. Additionally, we may take advantage of opportunities to modify our commodity derivative portfolio to change the percentage of our hedged production volumes when circumstances suggest that it is prudent to do so. The current market conditions may also impact our ability to enter into future commodity derivative contracts.

We evaluate counterparty risks related to our commodity derivative contracts and trade credit. Should any of these financial counterparties not perform, we may not realize the benefit of some of our hedges under lower commodity prices. We sell our oil and natural gas to a variety of purchasers. Non-performance by a customer could also result in losses.

Capital Expenditures. Our total capital expenditures were approximately $20.4 million for the six months ended June 30, 2022, which were primarily related to capital workovers, maintenance and facilities located in Oklahoma, East Texas, the Rockies and non-operated drilling and completion activities in East Texas and the Eagle Ford.

Working Capital. Working capital is the amount by which current assets exceed current liabilities. Our working capital requirements are primarily driven by changes in accounts receivable and accounts payable, as well as the classification of our debt outstanding. These changes are impacted by changes in the prices of commodities that we buy and sell. In general, our working capital requirements increase in periods of rising commodity prices and decrease in periods of declining commodity prices. However, our working capital needs do not necessarily change at the same rate as commodity prices because both accounts receivable and accounts payable are impacted by the same commodity prices. In addition, the timing of payments received by our customers or paid to our suppliers can also cause fluctuations in working capital because we settle with most of our larger customers on a monthly basis and often near the end of the month. We expect that our future working capital requirements will be impacted by these same factors.

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As of June 30, 2022, we had a working capital deficit of $78.1 million primarily due to short-term derivatives of $80.0 million, accrued liabilities of $48.9 million, revenues payable of $24.5 million, and accounts payable of $35.0 million offset by accounts receivable of $77.8 million, cash on hand of $16.7 million and prepaid expenses of $15.2 million.

Debt Agreement

Revolving Credit Facility. On November 2, 2018, OLLC, as borrower, entered into the Revolving Credit Facility (as amended and supplemented to date). KeyBank serves as the administrative agent. Our borrowing base under our Revolving Credit Facility is subject to redetermination on at least a semi-annual basis primarily based on a reserve engineering report.

As of June 30, 2022, we had approximately $10.0 million of available borrowings under our Revolving Credit Facility.

As of June 30, 2022, we were in compliance with all the financial (current ratio and total leverage ratio) and non-financial covenants associated with our Revolving Credit Facility.

On June 20, 2022, OLLC entered into the Sixth Amendment. The Sixth Amendment amends the Revolving Credit Facility to, among other things:

- terminate the automatic monthly reductions of the borrowing base;
- reaffirm the borrowing base under the Revolving Credit Facility at $225.0 million; and
- modify the affirmative hedging covenant.

For additional information regarding our Revolving Credit Facility, see Note 7 of the Notes to Unaudited Condensed Consolidated Financial Statements included under “Item 1. Financial Statements” of this quarterly report.

Material Cash Requirements

Contractual commitments. We have contractual commitments under our debt agreements, including interest payments and principal payments. See Note 7 of the Notes to Unaudited Condensed Consolidated Financial Statements included under “Item 1. Financial Statements” of this quarterly report for additional information.

Lease Obligations. We have operating leases for office and warehouse spaces, office equipment, compressors and surface rentals related to our business obligations. See Note 11 of the Notes to Unaudited Condensed Consolidated Financial Statements included under “Item 1. Financial Statements” of this quarterly report for additional information.

Sinking fund payments. We have a funding requirement to fund a trust account to comply with supplemental regulatory bonding requirements related to our decommissioning obligations for our offshore Southern California production facilities. As of June 30, 2022, our future commitment under this agreement were $2.7 million for the remaining of 2022. See Note 14 of the Notes to Unaudited Condensed Consolidated Financial Statements included under “Item 1. Financial Statements” of this quarterly report for additional information.

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Cash Flows from Operating, Investing and Financing Activities

The following table summarizes our cash flows from operating, investing and financing activities for the periods indicated. The cash flows for the six months ended June 30, 2022 and 2021 have been derived from our Unaudited Condensed Consolidated Financial Statements. For information regarding the individual components of our cash flow amounts, see our Unaudited Condensed Consolidated Statements of Cash Flows included under "Item 1. Financial Statements" of this quarterly report.

	For the Six Months Ended June 30,	
	2022	2021
	(In thousands)	
Net cash provided by operating activities	$ 30,396	$ 36,403
Net cash used in investing activities	(16,914)	(11,575)
Net cash used in financing activities	(15,590)	(20,042)

Operating Activities. Key drivers of net operating cash flows are commodity prices, production volumes and operating costs. Net cash provided by operating activities was $30.4 million and $36.4 million for the six months ended June 30, 2022 and 2021, respectively. Production volumes were approximately 20.4 MBoe/d and 25.0 MBoe/d for the six months ended June 30, 2022 and 2021, respectively. The average realized sales price was $55.95 per Boe and $33.76 per Boe for the six months ended June 30, 2022 and 2021, respectively. The change in average realized sales price was primarily due to the increase in commodity prices.

Net cash provided by operating activities for the six months ended June 30, 2022 included $79.5 million of cash paid on expired commodity derivative instruments compared to $27.5 million of cash paid on expired commodity derivatives for the six months ended June 30, 2021. For the six months ended June 30, 2022, we had net losses on commodity derivative instruments of $112.0 million compared to net losses of $98.5 million for the six months ended June 30, 2021.

Investing Activities. Net cash used in investing activities for the six months ended June 30, 2022 was $16.9 million, of which $12.9 million was used for additions to oil and natural gas properties. Net cash provided by investing activities for the six months ended June 30, 2021 was $11.6 million, of which $11.5 million was used for additions to oil and natural gas properties.

Various restricted investment accounts fund certain long-term contractual and regulatory asset retirement obligations and collateralize certain regulatory bonds associated with our offshore Southern California properties. Additions to restricted investments were $4.0 million during the six months ended June 30, 2022.

Financing Activities. We had net repayments of $15.0 million and $20.0 million for the six months ended June 30, 2022 and 2021, respectively, related to our Revolving Credit Facility.

Off–Balance Sheet Arrangements

As of June 30, 2022, we had no off–balance sheet arrangements.

Recently Issued Accounting Pronouncements

For a discussion of recent accounting pronouncements that will affect us, see Note 2 of the Notes to Unaudited Condensed Consolidated Financial Statements included under "Item 1. Financial Statements" of this quarterly report for additional information.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

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ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

As required by Rules 13a-15(b) and 15d-15(b) of the Exchange Act, we have evaluated, under the supervision and with the participation of our management, including the principal executive officer and principal financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) and under the Exchange Act) as of the end of the period covered by this quarterly report. Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including the principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure, and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon the evaluation, the principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of June 30, 2022.

The full impact of COVID-19 on our business is still uncertain. In order to protect the health and safety of our employees, we took proactive steps to allow employees to work remotely and to reduce the number of employees on site at any one time in our field areas to comply with social distancing guidelines. We believe that our internal controls and procedures are still functioning as designed and were effective for the most recent quarter.

Change in Internal Control Over Financial Reporting

No changes in our internal control over financial reporting occurred during the most recent quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The certifications required by Section 302 of the Sarbanes-Oxley Act of 2002 are filed as Exhibits 31.1 and 31.2, respectively, to this quarterly report.

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PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

For a discussion of the legal proceedings associated with the Incident, see Note 16 of the Notes to Unaudited Condensed Consolidated Financial Statements included under "Item 1. Financial Statements" of this quarterly report and the annual financial statements and related notes included in our 2021 Form-10K.

Future litigation may be necessary, among other things, to defend ourselves by determining the scope, enforceability, and validity of claims. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

ITEM 1A. RISK FACTORS.

Our business faces many risks. Any of the risks discussed elsewhere in this quarterly report and our other SEC filings could have a material impact on our business, financial position or results of operations. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also impair our business operations. There have been no material changes to the risk factors since those disclosed in our 2021 Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

The following table summarizes our repurchase activity during the three months ended June 30, 2022:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (1) (In thousands)
Common Shares Repurchased (1)				
April 1, 2022 - April 30, 2022	2,304	$ 5.78	—	n/a
May 1, 2022 - May 31, 2022	—	$ —	—	n/a
June 1, 2022 - June 30, 2022	—	$ —	—	n/a

(1) Common shares are generally net-settled by shareholders to cover the required withholding tax upon vesting. We repurchased the remaining vesting shares on the vesting date at current market price. See Note 8 of the Notes to the Unaudited Condensed Consolidated Financial Statements included under "Item 1. Financial Statements" of this quarterly report for additional information.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

None.

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ITEM 6. EXHIBITS.

Exhibit Number		Description
3.1	—	Second Amended and Restated Certificate of Incorporation of Midstates Petroleum Company, Inc. (filed as Exhibit 3.1 to the Company's Registration Statement on Form 8-A filed on October 21, 2016, and incorporated herein by reference).
3.2	—	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Midstates Petroleum Company, Inc., dated August 6, 2019 (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K (File No. 001-35512) filed on August 6, 2019).
3.3	—	Third Amended and Restated Bylaws of Amplify Energy Corp. (incorporated by reference to Exhibit 3.3 of the Company's Quarterly Report on Form 10-Q (File No. 001-35512) filed on November 15, 2021).
10.1	—	Borrowing Base Redetermination Agreement and Sixth Amendment to Credit Agreement, dated June 20, 2022, by and among Amplify Energy Operating LLC, Amplify Acquisitionco LLC, the guarantors party thereto, the lenders party thereto and KeyBank National Association, as administrative agent (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-35512) filed on June 21, 2022).
31.1*	—	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934.
31.2*	—	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934.
32.1**	—	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18. U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	—	Inline XBRL Instance Document
101.SCH*	—	Inline XBRL Schema Document
101.CAL*	—	Inline XBRL Calculation Linkbase Document
101.DEF*	—	Inline XBRL Definition Linkbase Document
101.LAB*	—	Inline XBRL Labels Linkbase Document
101.PRE*	—	Inline XBRL Presentation Linkbase Document
104*	—	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed as an exhibit to this Quarterly Report on Form 10-Q.

** Furnished as an exhibit to this Quarterly Report on Form 10-Q.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Amplify Energy Corp.
(Registrant)

Date: August 3, 2022

By: /s/ Jason McGlynn
Name: Jason McGlynn
Title: Senior Vice President and Chief Financial Officer

Date: August 3, 2022

By: /s/ Eric Dulany
Name: Eric Dulany
Title: Vice President and Chief Accounting Officer

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Martyn Willsher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amplify Energy Corp. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2022

/s/ Martyn Willsher
Martyn Willsher
President and Chief Executive Officer
Amplify Energy Corp.

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Jason McGlynn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amplify Energy Corp. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2022

/s/ Jason McGlynn
Jason McGlynn
Senior Vice President and Chief Financial Officer
Amplify Energy Corp.

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Amplify Energy Corp. (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Martyn Willsher, President and Chief Executive Officer, and Jason McGlynn, Senior Vice President and Chief Financial Officer, of Amplify Energy Corp., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to their knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2022

/s/ Martyn Willsher
Martyn Willsher
President and Chief Executive Officer
Amplify Energy Corp.

Date: August 3, 2022

/s/ Jason McGlynn
Jason McGlynn
Senior Vice President and Chief Financial Officer
Amplify Energy Corp.

The foregoing certifications are being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and, accordingly, are not being filed as part of the Report for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

EXHIBIT 5

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

JUL 27 2020

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

KEITH ANDREWS; et al., Plaintiffs-Respondents, v. PLAINS ALL AMERICAN PIPELINE, L.P., a Delaware limited partnership; PLAINS PIPELINE, L.P., a Texas limited partnership, Defendants-Petitioners.	No. 19-80167 D.C. No. 2:15-cv-04113-PSG-JEM Central District of California, Los Angeles ORDER

Before: SCHROEDER and CALLAHAN, Circuit Judges.

The court, in its discretion, denies the petition for permission to appeal the district court's November 22, 2019 order granting class action certification of the Fisher Subclass. *See* Fed. R. Civ. P. 23(f); *Chamberlan v. Ford Motor Co.*, 402 F.3d 952 (9th Cir. 2005).

sz/MOATT

EXHIBIT 6

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

KEITH ANDREWS; et al., Plaintiffs-Respondents, v. PLAINS ALL AMERICAN PIPELINE, L.P., a Delaware limited partnership and PLAINS PIPELINE, L.P., a Texas limited partnership, Defendants-Petitioners.	No. 18-80054 D.C. No. 2:15-cv-04113-PSG-JEM Central District of California, Los Angeles ORDER

Before: CANBY and RAWLINSON, Circuit Judges.

The court, in its discretion, denies the petition for permission to appeal the district court's April 17, 2018 order granting class action certification. *See* Fed. R. Civ. P. 23(f); *Chamberlan v. Ford Motor Co.*, 402 F.3d 952 (9th Cir. 2005).

SSL/MOATT

EXHIBIT 7

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	January 28, 2020
Title	Keith Andrews et al. v. Plains All American Pipeline, L.P. et al.		

Present: The Honorable	Philip S. Gutierrez, United States District Judge

Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): Order DENYING the motions and setting briefing schedule

Before the Court is a motion for summary judgment as to the Fisher Subclass filed by Defendants Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Defendants"). *See* Dkt. # 565 ("*MSJ*"). The Plaintiffs in this action oppose, *see* Dkt. # 603 ("*MSJ Opp.*"), and Defendants replied, *see* Dkt. # 617 ("*MSJ Reply*"). Defendants have also filed a motion to decertify the Fisher Subclass, *see* Dkt. # 566 ("*Decert.*"). Plaintiffs oppose, *see* Dkt. # 597 ("*Decert. Opp.*"), and Defendants replied, *see* Dkt. # 618 ("*Decert. Reply*"). Defendants have also filed a motion to exclude the expert opinions of Dr. Hunter S. Lenihan, *see* Dkt. # 568 ("*Mot. Lenihan*"), and a motion to exclude the expert opinions of Dr. Peter Rupert, *see* Dkt. # 567 ("*Mot. Rupert*"). Plaintiffs oppose both motions, *see* Dkts. # 595 ("*Opp. Lenihan*"), 596 ("*Opp. Rupert*"), and Defendants replied, *see* Dkts. # 620 ("*Reply Lenihan*"), 619 ("*Reply Rupert*"). The Court held a hearing on January 27, 2020.

Defendants' motion for decertification seeks to decertify the class defined in this Court's 2017 Order, which is now obsolete. *See generally Decert.*; *Decert. Opp.*; Dkt. # 577. Defendants' motions to exclude the expert opinions of Dr. Peter Rupert and Dr. Hunter Lenihan challenge the older reports of both experts, rather than the amended reports which the Court determined were admissible. *See Mot. Rupert*; *Mot. Lenihan*; *Opp. Rupert; Opp. Lenihan*; Dkt. # 577. Finally, Defendants' motion for summary judgment addresses a class that is no longer operative, and is based in part on expert reports that are no longer operative. *See MSJ*; *MSJ Opp*.

The Court determines that all motions are moot. The Court thus **DENIES** Defendants' motions. As discussed at the hearing, Defendants will submit an application to file amended motions by **February 3, 2020**. Plaintiffs will submit an opposition to the application by

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	January 28, 2020
Title	Keith Andrews et al. v. Plains All American Pipeline, L.P. et al.		

February 10, 2020, and Defendants will submit a reply by **February 18, 2020**. The Court sets a hearing date to consider the application on **March 2, 2020** at 1:30 pm.

As to the Property Subclass, as discussed at the hearing, the parties will submit supplemental briefing regarding summary judgment by **February 18, 2020**. The briefs from each side will be 12 pages in length and will be submitted simultaneously.

IT IS SO ORDERED.

EXHIBIT 8

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

#646/647/648/649

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
Title	Andrews v. Plains All American Pipeline, LP		

Present: The Honorable	Philip S. Gutierrez, United States District Judge

Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): **Order DENYING Defendants' motions to strike, DENYING Defendants' motion to decertify, and GRANTING IN PART and DENYING IN PART Defendants' motion for summary judgment**

Before the Court are Defendants Plains All American Pipeline, L.P. and Plains Pipeline, L.P.'s ("Defendants") motions to strike the expert report of Dr. Peter Rupert, *see* Dkt. # 648 ("*Rupert Mot.*"), to strike the expert report of Dr. Hunter Lenihan, *see* Dkt. # 649 ("*Lenihan Mot.*"), to decertify the Fisher Subclass, *see* Dkt. # 647 ("*Decert. Mot.*"), and for summary judgment as to the Fisher Subclass, *see* Dkt. # 646 ("*MSJ*"). The Plaintiffs in this action oppose, *see* Dkts. # 670 ("*Rupert Opp.*"), 669 ("*Lenihan Opp.*"), 668 ("*Decert. Opp.*"), 671 ("*MSJ Opp.*"), and Defendants replied, *see* Dkts. # 689 ("*Rupert Reply*"), 690 ("*Lenihan Reply*"), 688 ("*Decert. Reply*"), 687 ("*MSJ Reply*"). The Court held a hearing on the matter on May 20, 2020. Having considered all of the papers and the arguments made at the hearing, the Court **DENIES** the motions to strike, **DENIES** the motion to decertify, and **GRANTS IN PART** and **DENIES IN PART** the motion for summary judgment.

I. Background

A. Factual Background

On May 19, 2015, Plains' Line 901 Pipeline in Santa Barbara County failed and leaked oil, some portion of which reached the Pacific Ocean near Refugio State Beach. *See* Dkt. # 655, at 1. The cause of the rupture was corrosion that occurred under the Pipeline's insulation. *Plaintiffs' Statement of Genuine Disputes*, Dkt. # 673 ("*SGD*"), ¶ 43.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
Title	Andrews v. Plains All American Pipeline, LP		

B. Procedural Background

Plaintiffs filed this putative class action, in part on behalf of commercial fishers and fish processors who were impacted by the spill. *See generally Second Amended Complaint*, Dkt. # 88 ("*SAC*"). Plaintiffs bring the following claims:

First Claim for Relief: Strict Liability under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act ("OSPRA"), Government Code Section 8670, et seq. *Id.* ¶¶ 261–272.

Second Claim for Relief: Strict Liability for Ultrahazardous Activities. *Id.* ¶¶ 273–283.

Third Claim for Relief: Negligence. *Id.* ¶¶ 284–296.

Fourth Claim for Relief: Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code 17200, et seq. *Id.* ¶¶ 297–304.

Fifth Claim for Relief: Public Nuisance. *Id.* ¶¶ 305–16.

Sixth Claim for Relief: Negligent interference with prospective economic advantage. *Id.* ¶¶ 317–27.

Seventh Claim for Relief: Trespass. *Id.* ¶¶ 328–36.

Eighth Claim for Relief: Continuing private nuisance. *Id.* ¶¶ 337–49.

Ninth Claim for Relief: Nuisance per se. *Id.* ¶¶ 350–54.

Tenth Claim for Relief: Permanent injunction. *Id.* ¶¶ 355–59.[1]

[1] This Court has rejected certification of a Rule 23(b)(2) injunctive relief class for the nuisance claim, *see* Dkt. # 257 at 4–5, and Plaintiffs do not argue or attempt to proceed on their injunctive relief claim here. Also, Plaintiffs only assert their sixth, seventh, eighth, and ninth claims for relief on behalf of those "who have a real property interest in water front property," which does not include members of the Fish Industry Subclass. *See SAC* ¶¶ 328, 337, 350. Nonetheless, the Court lists these claims here for completeness.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
Title	Andrews v. Plains All American Pipeline, LP		

On February 28, 2017, this Court certified a "Fisher Subclass" pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. *See generally February 28, 2017 Order*, Dkt. # 257 ("*Fisher Order I*"). On November 22, 2019, the Court amended the Fisher Subclass definition to its operative definition, as follows:

> All persons and businesses (Fishers) who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish and Wildlife ("CDFW") fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; and All persons and businesses (Processors) in operation as of May 19, 2015 who purchased such commercial seafood directly from the Fishers and re-sold it at the retail or wholesale level. Excluded from the proposed Subclass are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family, and (3) businesses that contract directly with Plains for use of the Pipeline.

See November 22, 2019 Order, Dkt. # 577 ("*Fisher Order II*"), at 3, 16.

Plaintiffs' Fisher Subclass definition divides the affected area into CDFW fishing blocks. *See id.* at 3. The definition contains 56 blocks. *See id.* at 9. These blocks are the 50 blocks that contained the highest volumes of oil identified by Plaintiffs' expert Dr. Peter Rupert, plus six additional blocks that do not meet that criteria but are surrounded by "top 50" blocks. *See id.*

Defendants opposed amending the class definition, arguing in part that Plaintiffs failed to satisfy Rule 23(b)(3)'s predominance requirement because Rupert's model fails to establish causation and injury for each proposed class member through a common method of proof. *See id.* at 11. The Court rejected this argument, concluding that Rupert's regression model may be a valid means of determining class-wide injury and causation. *See id.* at 13–15. The Court also distinguished Rupert's Fisher Subclass model from his Oil Industry Subclass model, which the Ninth Circuit rejected. *See id.* at 14.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
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Defendants now ask the Court to: (1) strike Rupert's expert report; (2) strike Dr. Hunter Lenihan's expert report; (3) decertify the Fisher Subclass; and (4) grant summary judgment on the Fisher Subclass's claims. *See generally Rupert Mot.*; *Lenihan Mot.*; *Decert. Mot.*; *MSJ.*

II. Legal Standard

A. Motion to Strike Expert Testimony

Federal Rule of Evidence 702 governs the admissibility of expert opinion. *See* Fed. R. Evid. 702(b)–(d). Expert opinion is admissible if it is based on sufficient facts or data, if it is the product of reliable principles and methods, and if the expert reasonably applies the principles and methods to the facts of the case. *See id.*; *see also City of Pomona v. SQM N. Am. Corp.*, 750 F.3d 1036, 1043 (9th Cir. 2014). The Rule 702 factors are broadly summarized as requiring "reliability, relevancy, and assistance to the trier of fact." *In re ConAgra Foods, Inc.*, 302 F.R.D. 537, 549 (C.D. Cal. 2014) (citing *Sementilli v. Trinidad Corp.*, 155 F.3d 1130, 1134 (9th Cir. 1998)). The expert opinion must involve scientific or technical knowledge. *See Daubert v. Merrell Dow Pharm., Inc.*, 509 U.S. 579, 590 (1993). This requires consideration of the reliability and relevancy of the testimony. *Id.* at 592.

In conducting this preliminary assessment, the trial court is vested with broad discretion. *See United States v. Espinosa*, 827 F.2d 604, 611 (9th Cir. 1987) ("The decision to admit expert testimony is committed to the discretion of the district court and will not be disturbed unless manifestly erroneous."). "The trial court must act as a 'gatekeeper' to exclude junk science that does not meet Federal Rule of Evidence 702's reliability standards by making a preliminary determination that the expert's testimony is reliable" and relevant. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 982 (9th Cir. 2011). It is Plaintiffs' burden to prove by a preponderance of the evidence that their experts' testimony meets these admissibility requirements. *See Lust By & Through Lust v. Merrell Dow Pharm., Inc.*, 89 F.3d 594, 598 (9th Cir. 1996).

B. Motion for Decertification

Rule 23(c)(1) provides that an order certifying a class "may be altered or amended before final judgment." As a result, district courts "retain[] the flexibility to address problems with a certified class as they arise, including the ability to decertify" a class. *United Steel v. ConocoPhillips Co.*, 593 F.3d 802, 809 (9th Cir. 2010). "The standard used by the courts in reviewing a motion to decertify is the same as the standard used in evaluation a motion to certify." *O'Connor v. Boeing N. Am., Inc.*, 197 F.R.D. 404, 410 (C.D. Cal. 2000).

UNITED STATES DISTRICT COURT
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CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
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"The class action is an 'exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.'" *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 348–49 (2011) (citing *Califano v. Yamasaki*, 442 U.S. 682, 700–701 (1979)). In a motion for class certification, the burden is on the plaintiffs to make a prima facie showing that class certification is appropriate, *see In re Northern Dist. of Cal. Dalkon Shield IUD Liab. Litig.*, 693 F.2d 847, 854 (9th Cir. 1982), and the Court must conduct a "rigorous analysis" to determine the merit of plaintiffs' arguments, *see Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 161 (1982). A plaintiff cannot merely allege the class certification requirements, instead a plaintiff bears the burden to "affirmatively demonstrate his compliance with the Rule." *Dukes*, 564 U.S. at 350. Plaintiffs must be prepared to "prove" that there are "*in fact*" sufficiently numerous parties or that common questions exist, and frequently this will require some "overlap with the merits of the plaintiff's underlying claim." *Id.* at 350–51. Rule 23 does not, however, grant the court license to "engage in free-ranging merits inquiries at the certification stage." *Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 466 (2013). "Merits questions may be considered to the extent—but only to the extent—that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied." *See id.* (citing *Dukes*, 564 U.S. at 351 n.6).

Federal Rule of Civil Procedure 23(a) provides that a class action may proceed only where "(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a). Additionally, plaintiffs must satisfy Rule 23(b)(1), (2), or (3). Here, Plaintiffs contend the proposed class satisfies Rule 23(b)(3), which authorizes certification if "questions of law or fact common to class members predominate over any questions affecting only individual members," and "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Courts routinely refer to the Rule 23(b)(3) requirements as "predominance" and "superiority."

C. Motion for Summary Judgment

"A party may move for summary judgment, identifying each claim or defense—or the part of each claim or defense—on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a).

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CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	May 21, 2020
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A party seeking summary judgment bears the initial burden of informing the court of the basis for its motion and identifying those portions of the pleadings and discovery responses that demonstrate the absence of a genuine issue of material fact. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). If the nonmoving party will have the burden of proof at trial, the movant can prevail by pointing out that there is an absence of evidence to support the moving party's case. *See id.* If the moving party meets its initial burden, the nonmoving party must set forth, by affidavit or as otherwise provided in Rule 56, "specific facts showing that there is a genuine issue for trial." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

In judging evidence at the summary judgment stage, the court does not make credibility determinations or weigh conflicting evidence. Rather, it draws all reasonable inferences in the light most favorable to the nonmoving party. *See T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass'n*, 809 F.2d 626, 630–31 (9th Cir. 1987). The evidence presented by the parties must be capable of being presented at trial in a form that would be admissible in evidence. *See* Fed. R. Civ. P. 56(c)(2). Conclusory, speculative testimony in affidavits and moving papers is insufficient to raise genuine issues of fact and defeat summary judgment. *See Thornhill Publ'g Co. v. Gen. Tel. & Elecs. Corp.*, 594 F.2d 730, 738 (9th Cir. 1979).

III. Discussion

A. Motions to Strike Expert Testimony

i. Plaintiff's Expert Dr. Peter Rupert

Peter Rupert is a professor of economics at the University of California, Santa Barbara. *See Declaration of Peter Rupert Ph.D.*, Dkt. # 674 ("*Rupert Decl.*"), ¶ 1. His report relies on specific data of fishers' individual catch statistics compiled by month, block, and species, and purports to determine the extent to which the oil spill reduced the amount of fish caught in those blocks where oil was present. *See Amended and Supplemental Expert Report of Peter Rupert Ph.D.*, Dkt. # 606-19 ("*Rupert August Report*"), ¶¶ 8–9. The report uses government and industry data to compute lost revenue and profits to fishers and processors in the Fisher Subclass. *See id.* ¶¶ 15–20. Rupert conducted a difference in differences ("diff-in-diff") regression analysis wherein he measured the change in catch between oiled ocean blocks and unoiled ocean blocks. *See id.* ¶ 14. Rupert's diff-in-diff analysis thus purports to establish a common method to establish that the oil spill caused fishers and processors to suffer injury resulting from reduced catch, and to quantify those losses. *See Rupert Opp.* 2:12–13:5.

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Defendants move to strike Rupert's report, first because it did not control for "major factors," such as an April 2015 sardine fishery closure or a squid migration due to El Nino, that also explain the decline in catch. *See Rupert Mot.* 7–13. Compounding this issue is the fact that Rupert pooled data across species, which allows the changes in sardines and squid to dominate his analysis. *See id.* 19–22.

The Court concludes that Rupert's report is admissible. The analysis is reliable under *Daubert* precisely because it does what Defendants contend it does not: it controls for factors other than the oil spill that might have impacted total catch. *See Declaration of Juli E. Farris*, Dkt. # 675 ("*Farris Decl.*"), Ex. 4 "Deposition of Peter Rupert, Ph.D." ("*Rupert Dep.*"), 192:12–22 ("[El Nino] gets differenced away. [El Nino] is in there. It just gets differenced away because it occurred for both the treatment and control groups. So it gets differenced away when you do the difference-in-difference."). Rupert's control group distinguishes his model from the rejected models in cases like *In re Live Concert Antitrust Litigation*, where an expert's "before and after" model did not account for the relevant major variables. *See* 863 F. Supp. 2d 966, 973–74 (C.D. Cal. 2012). Moreover, this Court has previously determined that Rupert's regression model, and aggregate data, are a valid means of determining class-wide injury and causation here. *Fisher Order II* at 13; *see also* Federal Judicial Center, Reference Manual on Scientific Evidence 308 (3d ed. 2011) (discussing district courts' wide acceptance of regression models); *Kurtz v. Kimberly-Clark Corp.*, No. 14-1142, 2019 WL 5483510, at *13 (E.D.N.Y. Oct. 25, 2019) (finding common issues predominate because regression analysis provided common proof of causation and damages)).

In support of their motion, Defendants attempt to poke holes in Rupert's report using their own expert, Dr. Hal Sider. *See generally Rupert Mot.* Sider opines that Rupert improperly decided to aggregate species in his analysis. *See id.* 19–22. However, as Plaintiffs stated at the hearing, Sider also groups species together; Defendants simply think that Sider's aggregation method is a better way of doing so. *See Amended Rebuttal Report of Dr. Hal Sider*, Dkt. # 650-1 ("*Sider Report*"), at 119 (referring to regressions done by "Species Groups" rather than individual species). Grouping is inevitable given the number of individual species at issue here. *See Rupert Decl.* ¶ 11 ("Moreover, there are 174 individual species codes of marine life in the Amended Class blocks regression."). Ultimately, Defendants' arguments go to weight, and can be presented to the jury, because they do not demonstrate that Rupert's opinions are "junk science." *See Ellis*, 657 F.3d at 982; *see also City of Pomona*, 750 F.3d at 1048–49 ("The Chischilly analysis also demonstrates how trial courts ought to treat conflicting expert testimony. A factual dispute is best settled by a battle of the experts before the fact finder, not by judicial fiat. Where two credible experts disagree, it is the job of the fact finder, not the trial court, to

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determine which source is more credible and reliable.") (citing *Sandoval–Mendoza*, 472 F.3d at 654). Whatever Defendants' concerns about the ultimate persuasiveness of Rupert's model, it can challenge his opinions by "'[v]igorous cross-examination, presentation of contrary evidence, and careful instruction on the burden of proof' not exclusion." *Daubert*, 509 U.S. at 596. Accordingly, the Court **DENIES** Defendants' motion to strike the expert opinions of Dr. Peter Rupert.

ii. Plaintiff's Expert Dr. Hunter S. Lenihan

Hunter Lenihan is a professor of applied marine and fisheries ecology at the University of California, Santa Barbara, and is the director of the school's Sustainable Aquaculture Research Center. *See Amended and Supplemental Expert Report of Hunter Lenihan*, Dkt. # 606-14 ("*Lenihan August Report*"), ¶ 1. His academic research includes publications examining the impact of oil spills and other pollutants on marine organisms. *See id.* In his report, Lenihan explains how "polycyclic aromatic hydrocarbons (PAHs) in crude oil, when released into the marine environment, cause acute short-term as well as long-term negative effects on marine habitats and the species that inhabit them." *See id.* ¶ 5. Referencing multiple peer reviewed studies, he opines that "a No-Effects-Concentration for Total PAHs has yet to be established for marine fish." *See id.* In support, he cites studies on a variety of species common to the Santa Barbara channel. *See id.* He also explains how coastal currents and eddies can concentrate fish and oil together, which comparatively increases their density. *See id.* ¶ 32.

Defendants move to strike Lenihan's testimony because his opinion does not establish general or specific causation that the spill resulted in harm to fish species. *See Lenihan Mot.* 11–16. According to Defendants, Lenihan's opinion that there has yet to be established a No-Effects-Concentration for PAHs fails to show that a specified dose of oil is toxic to the marine species caught in the region (general causation) or that the species were actually exposed to the oil meeting that threshold (specific causation). *See id.*

The Court is unconvinced. The Ninth Circuit has held that "[w]hile precise information concerning the exposure necessary to cause specific harm [is] beneficial, such evidence is not always available, or necessary, to demonstrate that a substance is toxic . . . and need not invariably provide the basis for an expert's opinion on causation." *Clausen v. M/V NEW CARISSA*, 339 F.3d 1049, 1059 (9th Cir. 2003) (internal quotation marks and citations omitted). Here, in forming his opinion, Lenihan relied on numerous peer-reviewed studies showing that low levels of PAHs are toxic to the affected species. *See Lenihan August Report* ¶ 5; *Clausen*, 339 F.3d at 1057 ("the experts must explain precisely how they went about reaching their

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conclusions and point to some objective source—a learned treatise, the policy statement of a professional association, a published article in a reputable scientific journal or the like—to show that they have followed the scientific evidence method, as it is practiced by (at least) a recognized minority of scientists in their field.").

Along with data indicating that low PAH levels are toxic to the affected species, Lenihan also relied on data that the fishing blocks at issue here were oiled above that level. Specifically, he relied on water samples collected after the spill indicating PAH levels as high as 73.21 parts per billion in some of the fishing blocks. *See Lenihan August Report* ¶ 11. This figure exceeds peer-reviewed impacts on species in the Santa Barbara Channel. *See id.* ("Concentrations of PAHs that reduced population growth of phytoplankton in Ladd et al.'s (2018) experiments were well below the concentration of 73.21 ppb Total PAHs that was sampled near El Capitan Beach in Fishing Block 655, 12 days after the Refugio Beach oil spill."). Lenihan's reliance this data makes his analysis admissible.

Defendants argue that a dose-response analysis is required, but this assessment is incorrect. *See Lenihan Mot.* 11–16. In support, they cite cases where there was a "general question of whether the drug or chemical *can* cause the harm plaintiff alleges." *See McClain v. Metabolife Int'l, Inc.*, 401 F.3d 1233, 1239 (11th Cir. 2005) (emphasis added). No such question existed in *Clausen*, or exists here, where the toxicity of oil is known. And, as explained above, Lenihan relied on water samples to conclude that the oil toxicity in the class blocks exceeded the level of toxicity that would affect species in Santa Barbara, as established in the literature. *See Lenihan August Report* ¶ 11. Accordingly, the Court cannot conclude that Lenihan's testimony is unreliable, irrelevant, or that, in combination with Plaintiffs' other evidence, it would not assist the trier of fact in understanding the potential damage to Santa Barbara fisheries from the oil spill. Defendants' motion to strike the Lenihan's testimony is thus **DENIED**.

B. Motion for Decertification

Next, Defendants move once again to decertify the Fisher Class because common issues do not predominate. *See generally Decert. Mot.*; *see also Fisher Order II* at 13–15. To certify a class under Rule 23(b)(3), Plaintiffs must show that "questions of law or fact common to class members predominate over any questions affecting only individual class members." Fed. R. Civ. P. 23(b)(3). Courts have a duty to take a "close look" at whether common questions predominate over individual ones. *Comcast Corp. v. Behrand*, 569 U.S. 27, 33–34 (2013).

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This Court has already twice concluded the predominance requirement was satisfied for the Fisher Class. In Defendants' briefing opposing the initial motion to certify the Fisher Subclass and in Defendants' briefing opposing the amended class definition, Defendants argued that both causation and injury are individualized inquiries that defeat predominance, citing the need for individual financial information and a breakdown of losses by species. *See Fisher Order I* at 6; *Fisher Order II* at 13; Dkt. # 153. The Court has recognized that to succeed on their claims, including negligence, the Subclass must demonstrate common methods of showing causation and harm from Defendants' conduct. *See Fisher Order I* at 14–17; *Fisher Order II* at 13. Both times, the Court concluded that predominance was satisfied based on expert testimony about the oiled blocks compared to the control blocks. *See Fisher Order I* at 14; *Fisher Order II* at 13.

At this stage, Defendants do not point to any new evidence or a change in the law that warrants decertification. Their primary argument is that Rupert's model improperly aggregates all fish species, when fishers instead target specific species; because the model aggregates all species "his model cannot be used to prove that an individual fisher lost profits," contravening *Tyson Foods*. *See Decert Mot.* 3:11–13 (citing *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1047–48 (2016)). However, as the Court has previously noted, it is not convinced that these issues do not go to an economic damages inquiry, and "individualized damages issues do not alone defeat certification." *See Fisher Order II* at 14 (quoting *Nguyen v. Nissan N. Am., Inc.*, 932 F.3d 811, 817 (9th Cir. 2019)). Moreover, the Court agrees with Plaintiffs that Rupert's model is consistent with *Tyson Foods* because any class member could rely on it to show that the spill caused a decrease in fish yields, controlling for other major factors. *See Decert. Opp.* 15:1–9: *see also Tyson Foods*, 136 S. Ct. at 1045 ("When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.") (internal quotation marks and citations omitted).

Defendants also argue that decertification is necessary because Plaintiffs' proposed trial plan would "violate the rules of evidence . . . the Seventh Amendment . . . and the Rules Enabling Act," but the Court concludes otherwise. *See Mot.* 17:5–9. Broadly speaking, Plaintiffs propose that the parties litigate liability and damages in Phase I, punitive damages, if applicable, in Phase II, and allocation of damages to subclass members in Phase III. *See Decert. Opp.* 5. Although Defendants argue that this approach is rife with statutory and constitutional problems, they do not elaborate on these arguments, and other courts have taken this approach in oil spill cases involving commercial fishermen. *See Decert. Mot.* 14–16; *see, e.g.*, *Slaven v. BP*

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Am., Inc., 190 F.R.D. 649, 655 (C.D. Cal. 2000) (splitting an oil spill trial involving commercial fishermen into a liability phase and an individual damages phase). This Court has previously noted that the Phase III data is available from the California Department of Fish and Wildlife and was collected on a transaction-by-transaction basis and can be sorted by species, by transaction, and by block, to match the class definition. *See Fisher Order II* at 14 n.2. As the Court held in denying Defendants' most recent motion to decertify the Property Subclass, "to the extent [Defendants wish] to present oiling evidence to dispute a particular class member's claim for damages, it can present this evidence in the ordinary course at the damages phase." *See* Dkt. # 624 at 19. The same reasoning applies here. In short, without more explanation from Defendants, the Fisher Subclass does not run afoul of the statutory or constitutional provisions that they invoke.

Relatedly, Defendants contend that maintaining the Fisher Subclass based on Rupert's model would create an impermissible fluid recovery. *See Decert Mot.* 14–16. This assertion is incorrect. Here, Plaintiffs propose an aggregated damages approach (distinct from fluid recovery) where the parties litigate total liability in Phase I (and Phase II, if necessary) and then allocate that fixed liability among the subclass members in Phase III. *See Decert. Opp.* 5. The Ninth Circuit has held that "in cases in which aggregate liability can be calculated in such a manner, the identity of particular class members does not implicate the defendant's due process interest at all because the addition or subtraction of individual class members affects neither the defendant's liability nor the total amount of damages it owes to the class." *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1132 (9th Cir. 2017) (cleaned up); *see also Six (6) Mexican Workers*, 904 F.2d at 1307 ("Where the only question is how to distribute damages, the interests affected are not the defendant's but rather those of the silent class members.").

Lastly, Defendants fail in their attempt to analogize Rupert's Fisher Subclass model to his Oil Worker subclass model that the Ninth Circuit rejected. *See Decert. Mot.* 13–16. The Oil Worker Subclass included all "individuals and entities who were employed, or contracted, to work on or to provide supplies, personnel, or services for the operations of" certain off-shore oil drilling platforms. *See* Dkt. # 419. There, the Ninth Circuit concluded that Rupert's economic loss model for the Oil Worker class, a class that included a "diverse collection of parties potentially scattered across the globe," numerous members "not injured as a result of the shutdown," and those "subject to varying factors other than the oil spill that might affect their success and profitability," was insufficient to establish predominance. *See Andrews v. Plains All Am. Pipeline, L.P.*, 777 F. App'x 889, 891 (9th Cir. 2019). This generalized approach did not "address whether businesses within the class suffered *any* economic injury or whether the shutdown caused that injury." *Id.* (emphasis added). By contrast, the data used here more

closely matches the impact caused by the same injury, the spill, and Plaintiffs' definition is tailored to track the exact blocks impacted by it. *See Decert. Opp.* 9–10. While there exist individualized questions on damages, "[s]o long as the plaintiffs were harmed by the same conduct, disparities in how or by how much they were harmed [does] not defeat class certification." *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1168 (9th Cir. 2014). The Court remains unconvinced that the Ninth Circuit decision on the Oil Worker Subclass controls it here.

Accordingly, the Court **DENIES** the motion for decertification.

C. Motion for Summary Judgment

Defendants argue that they are entitled to summary judgment because Dr. Rupert's report is inadmissible; however, the Court has already denied Defendants' motion to strike the report. *See generally MSJ.* In the alternative, Defendants argue that partial summary judgment is proper as to the entire Fisher Subclass's claims for ultrahazardous activity and OSPRA. *See id.* 9–14. They also argue that the Court should grant summary judgment on the claims of certain types of fishers and on the tort claims of the Subclass's fish processors. *See MSJ* 6–9, 11–16. The Court takes each set of arguments in turn.

i. Second Cause of Action: Ultrahazardous Activity

A person "who carries on an abnormally dangerous activity is subject to liability for harm to the person, land or chattels of another resulting from the activity, although he has exercised the utmost care to prevent the harm," and recovery for this strict liability claim "is limited to the kind of harm, the possibility of which makes the activity abnormally dangerous." *Goodwin v. Reilley*, 176 Cal. App. 3d 86, 91 (1985) (quoting Restatement (Second) of Torts § 519). For liability, the plaintiff's injury must "result from" this kind of harm. *Crane v. Conoco, Inc.*, 41 F.3d 547, 550 (9th Cir. 1994). Under California law, courts use six factors to assess whether an activity is ultrahazardous: "(a) existence of a high degree of risk of some harm to the person, land, or chattels of others; (b) likelihood that the harm that results from it will be great; (c) inability to eliminate the risk by the exercise of reasonable care; (d) extent to which the activity is not a matter of common usage; (e) inappropriateness of the activity to the place where it is carried on; and (f) extent to which its value to the community is outweighed by its dangerous attributes." Restatement (Second) of Torts § 520; *SKF Farms v. Super. Ct.*, 153 Cal. App. 3d 902, 906 (1984); *Moore v. R.G. Indus., Inc.*, 789 F.2d 1326, 1328 (9th Cir. 1986) ("An activity is ultrahazardous only if (1) it involves a risk of serious harm to the person, land or chattels of

others which cannot be eliminated by exercise of utmost care, and (2) it is not a matter of common usage.").

Defendants argue that Plaintiffs' ultrahazardous liability claim fails as a matter of law because Plaintiffs have not provided evidence of how transportation of oil in California is ultrahazardous. *See MSJ* 9–10. Plaintiffs respond that releases of dangerous substances from pipelines have been found to be ultrahazardous in California. *See MSJ Opp.* 9:22–10:10. They provide evidence from their pipeline integrity expert that Line 901 operated in an "unusually sensitive area" and that Defendants did not have a pipeline integrity management plan in place even though there was an increased risk of spills from pipelines in these areas. *See id.* 10:16–11:8.

As it did with the Property Subclass, the Court holds that Defendants have not persuasively argued that transporting oil is not ultrahazardous, nor explained why the activity should not be considered ultrahazardous with reference to the factors typically used to assess this question. *See MSJ* 9–10; *Blue Water Boating Inc. v. Plains All Am. Pipeline, L.P.*, No. CV 16-3283 PSG JEMX, 2017 WL 405425, at *1 (C.D. Cal. Jan. 26, 2017). Defendants have not demonstrated that there is no triable issue of fact here. By contrast, Plaintiffs provide ample evidence from their pipeline integrity expert from which a reasonable jury could conclude that the activity was ultrahazardous. *See SGD* ¶¶ 39–42. Accordingly, Defendants' motion for summary judgment as to the Fisher Subclass' ultrahazardous liability claim is **DENIED**.

ii. First Cause of Action: OSPRA

Under OSPRA, the transporter of oil that causes a spill is "absolutely liable without regard to fault for any damages incurred by any injured person that arise out of, or are caused by, a spill." Cal. Gov't Code § 8670.56.5(a); Cal. Gov't Code § 8670.3. Damages for which responsible parties are liable include "[l]oss of profits or impairment of earning capacity due to the injury, destruction, or loss of . . . natural resources, which shall be recoverable by any claimant who derives at least 25 percent of his or her earnings from the activities that utilize the . . . natural resources." Cal. Gov't Code § 8670.56.5(h)(6).

The parties disagree over the meaning of OSPRA's requirement that 25 percent of earnings come "from the activities that utilize . . . natural resources." *Id.* Defendants argue that this language only allows Subclass members to recover if they derived 25 percent of their earnings from the class blocks. *See MSJ* 10–11. Plaintiffs, on the other hand, contend that any

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Subclass member who derives 25 percent of their earnings from the natural resources at issue (here, fish), can recover under OSPRA. *See MSJ Opp.* 11–14.

The Court agrees with Plaintiffs' interpretation of OSPRA, and further concludes that they have provided evidence to create a triable issue on this claim. OSPRA's plain language instructs that 25 percent of a given plaintiff's income must come from "activities that utilize" the damaged resource. Cal. Gov't Code § 8670.56.5(h)(6). Nowhere does the statute indicate that the income must come from the class blocks; Defendants' interpretation would place a heavier burden on Plaintiffs than the statute does. *See MSJ* 9–10. Moreover, Plaintiffs provide evidence, including individual CDFW catch records, income information from federal and state tax records, and Plaintiffs' own testimony, to demonstrate that each meets the requirements for OSPRA. *See SGD* ¶¶ 22, 89–90. Accordingly, the Court **DENIES** summary judgment on this claim.

iii. Claims of Certain Types of Fishers

Next, Defendants seek summary judgment on the claims of certain types of fishers who they argue the spill did not injure. They first contend that sardine fishers are barred from recovering because of the commercial sardine fishery closure that occurred three weeks before the spill. *See MSJ* 6–7. Because the fishery closure preceded the Line 901 release, Defendants assert that the spill did not cause declines in sardine catch. *See id.* Second, they argue that fishers of lobster, sea urchin, shrimp, groundfish, and highly migratory species should also be excluded because Plaintiffs have provided no evidence of injury to these species. *See id.* 7–9.

Plaintiffs object to summary judgment on the claims of these fishers. *See MSJ Opp.* 14–15. They argue that Rupert's model properly includes the losses of sardine fishers and processors who, despite the closure, could still fish for incidental commercial landings, bait, and recreation. *See id.* According to Plaintiffs, Rupert's model also controls for the effects of the closure. *See id.* As to the lobster, sea urchin, shrimp, groundfish, and highly migratory species fishers, Plaintiffs assert that they have provided sufficient evidence of injury to these species to create a triable issue. *See id.* 15–18.

Defendants fail to meet their burden to show that there is no genuine issue of material fact as to whether these fishers were injured. Starting with the sardine fishers, the parties agree that the fishery closure impacted sardine catch in the class blocks. *See MSJ* 6–7; *MSJ Opp.* 14–15. But, contrary to Defendants' assertion that the spill could not have injured sardine fishers due to the closure, Plaintiffs provide ample evidence of injury. In particular, Rupert's model and

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CDFW data show that sardine landings still occurred despite the closure. *See SGD* ¶¶ 14, 16, 18, 66–67. Viewing the evidence in the light most favorable to Plaintiffs, the Court cannot conclude on this record that summary judgment on the claims of sardine fishers.

Moving next to the fishers of lobster, sea urchin, shrimp, groundfish, and highly migratory species, the Court concludes similarly. Defendants assert, based on their own expert's analysis of Rupert's model, that fishers of these species saw no statistically significant negative results in any of the post-spill years. *See MSJ* 8–9. The Court notes first that this finding does not mean that there "is no classwide evidence that the Line 901 release caused a reduction" in these species, as Defendants conclude. *See id.* 8:19–21. Moreover, Plaintiffs have provided evidence contradicting Defendants' analysis, namely that Sider improperly disaggregated Rupert's data, leading to many statistically insignificant results in his species-by-species analysis. *See SGD* ¶¶ 10–13. As explained more fully in Part III.A.i above, these disputes are best left for the factfinder to resolve at trial. Because Rupet's model provides evidence of injury to these species, summary judgment is improper on these fisher's claims, as well.

Accordingly, the Court **DENIES** Defendants' motion for summary judgment on the claims of fishers of different species for lack of injury.

iv. Non-Fisher Claims for Negligence, Ultrahazardous Liability, and Public Nuisance

Defendants seek to dismiss the negligence, ultrahazardous liability, and public nuisance claims of the non-fisher members of the Fisher Subclass. *See MSJ* 11–16. The Court takes the negligence and ultrahazardous liability claims together before moving to public nuisance.

a. Second and Third Causes of Action for Ultrahazardous Liability and Negligence

Defendants move to dismiss the negligence and ultrahazardous liability claims of the non-fisher members of the class as barred by the economic loss rule. *See MSJ* 11–14. California courts have generally applied the economic loss rule to limit liability in strict products liability or negligence actions to damages for physical injuries, barring recovery for economic loss alone. *See Jimenez v. Super. Ct.,* 29 Cal. 4th 473, 482 (2002) ("recovery under the doctrine of strict liability is limited solely to physical harm to person or property"); *San Francisco Unified Sch. Dist. v. W.R. Grace & Co.,* 37 Cal. App. 4th 1318, 1327 (1995) ("Until physical injury occurs-

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until damage rises above the level of mere economic loss-a plaintiff cannot state a cause of action for strict liability or negligence").

One exception to the economic loss rule is for commercial fishermen. *See Union Oil Co. v. Oppen*, 501 F.3d 558, 570 (9th Cir. 1974). In *Union Oil*, the Ninth Circuit imposed a duty on an oil company toward commercial fishermen who had lost catch after an oil spill in the Santa Barbara Channel. *Id.* "This long recognized rule (the right of fishermen to recover their share of the prospective catch) is no doubt a manifestation of the familiar principle that seamen are the favorites of admiralty and their economic interests entitled to the fullest possible legal protection." *Id.* at 567. The court warned, however, that "it must be understood that our holding in this case does not open the door to claims that may be asserted by those, other than commercial fishermen, whose economic or personal affairs were discommoded by the oil spill." *Id.* at 570. The California Supreme Court recently recognized this exception, and its limited scope, in *Southern California Gas Leak Cases*. 7 Cal. 5th 391, 406 (2019) ("Recovery in *Union Oil* was therefore tightly circumscribed: it was 'limited to the class of commercial fishermen' whose livelihoods depend on the flourishing of aquatic life in the commons of the sea and thus did not include, for example, recreational fisherman whose 'Sunday piscatorial pleasure' depended on angling in the same waters.").

Defendants contend that the subclass members who are not commercial fishermen, in other words, the fish processors, do not fall under any exception to the economic loss rule. *See MSJ* 11–14. Plaintiffs respond that the commercial fishermen exception in *Union Oil* extends to fish processors, that the fish processors negligence claim is viable under a negligence *per se* theory, and that negligence claims based in statute, like Plaintiffs', are not limited by the common law economic loss rule.[2] *See MSJ Opp.* 22–24. On reply, Defendants argue that negligence *per se* does not provide an exception to the economic loss rule and that Plaintiffs do not cite a statutory duty in negligence for purely economic loss. *See MSJ Reply* 2–3.

[2] In support of their ultrahazardous liability claim, Plaintiffs make a separate argument that the fish processors have a property interest in the licenses they are given to sell seafood, that the spill harmed those property interests, and that they thus allege more than economic harms. *See MSJ Opp.* 20. This argument fails. Plaintiffs cite inapposite cases that analyze whether a fishing license is a property interest subject to a taking under the Due Process Clause, which is a distinct inquiry from whether it is damaged property not subject to the economic loss rule. *See, e.g.*, *Foss v. Nat'l Marine Fisheries Serv.*, 161 F.3d 584, 588 (9th Cir. 1988).

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Defendants have the better of the argument here. In articulating the commercial fishermen exception, the Ninth Circuit was clear: "our holding in this case does not open the door to claims that may be asserted by those, other than commercial fishermen, whose economic or personal affairs were discommoded by the oil spill." *See Union Oil*, 501 F.3d at 570. As other courts have recognized, fish processors, despite their proximity to commercial fishing, are not the "favorites of admiralty" that this narrow exception was meant to encompass. *See In re Exxon Valdez*, No. A89-0095-CV (HRH), 1994 WL 830649, at *1 (D. Alaska Jan. 26, 1994) (concluding, when granting summary judgment against seafood wholesaler and processor plaintiffs that "claims do not become transformed into claims of a commercial fisherman merely because [plaintiff] possessed a business arrangement whereby plaintiff was paid for services out of a crew's catch"); *see also Slaven v. BP Am, Inc.*, 786 F. Supp. 853, 861 (C.D. Cal. 1992). As such, their claims must fail.

Plaintiffs' arguments that their statutory claims create an exception to the economic loss rule are unavailing. First, negligence *per se* is not an exception to the economic loss rule, "but creates an evidentiary presumption that affects the standard of care in a cause of action for negligence." *Lynam v. Nationstar Mortgage LLC*, No. 15-CV-00992-DMR, 2015 WL 3863195, at *4 (N.D. Cal. June 19, 2015) (quoting *Millard v. Biosources, Inc.*, 156 Cal. App. 4th 1338, 1353 n.2 (2007)). And, while the "host of statutes designed to protect natural resources" do impose duties on Defendants, those duties are subject to limits. When the cause of action is in tort, the economic loss rule sits among them. *See, e.g.*, *So. Cal. Gas Leak Cases*, 7 Cal. 5th 391 at 398.

Accordingly, the Court **GRANTS** Defendants' motion for summary judgment on the negligence and ultrahazardous liability causes of action as to the Non-Fisher members of the Fish Industry Subclass only.

b. Fifth Cause of Action for Public Nuisance

"A public nuisance is one which affects at the same time an entire community or neighborhood, or any considerable number of persons." Cal. Civ. Code § 3480. "A private person may maintain an action for a public nuisance, if it is specially injurious to himself, but not otherwise." *Id.* § 3493. "The damage suffered must be different in kind and not merely in degree from that suffered by other members of the public." *Koll-Irvine Ctr. Prop. Owners Assn. v. Cty. of Orange*, 24 Cal. App. 4th 1036, 1040 (1994).

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When crafting the commercial fishermen exception to the economic loss rule in *Union Oil*, the Ninth Circuit cited the fact that "the defendants' negligence could constitute a public nuisance under California law" as part of the exception's rationale. *See Union Oil*, 501 F.2d at 570. Akin to this exception to the economic loss rule for negligence claims, courts in other circuits have held that plaintiffs from fishing-adjacent enterprises who were "not actually engaged in fishing" could not bring public nuisance claims after chemical spills because their losses were not distinguishable from other members of the public. *See, e.g.*, *State of La. ex rel. Guste v. M/V TESTBANK*, 752 F.2d 1019, 1021, 1030–31 (5th Cir. 1985).

Defendants, relying on *Testbank* and similar cases, argue that the non-fisher Plaintiffs have not asserted a claim different in kind from other Santa Barbara businesses following the spill. *See MSJ* 14–16. Plaintiffs make several points in response to argue that fish processors have suffered a harm different in kind: the Subclass is limited to those who landed or bought seafood in the most-oiled blocks, distinguishing them from the general public; the processors' claims are part of a public right to unpolluted waters that the CDFW extended to them through licenses; the processors have rights that are intertwined with commercial fishermen; and the processors faced reputational damage to their supplies of fish after the spill. *See MSJ Opp.* 20–22.

Ultimately, the fish processors' public nuisance claim fares similarly to their other tort claims. While neither party has cited any on-point, controlling authority, the Court agrees with Defendants that the logic of *Union Oil*'s distinction between commercial fishers and other businesses in assessing negligence claims extends to public nuisance, as well. *See MSJ* 14–16; *Union Oil*, 501 F.3d at 570. The "narrow" exception for commercial fishers draws a line to cabin "wave upon wave of successive economic consequences" like ones that the fish processors here seek redress for. *Union Oil*, 501 F.3d at 570; *S. Cal. Gas Leak Cases*, 7 Cal. 5th at 405 (quoting *M/V TESTBANK*, 752 F.2d at 1028). Like the "wholesale and retail seafood enterprises not actually engaged in fishing" in *M/V TESTBANK*, the fish processors cannot distinguish their losses from other members of the public commercially impacted by the spill. *See M/V TESTBANK*, 752 F.2d at 1020–21. Moreover, the out-of-circuit cases that both parties cite all point this Court to the same conclusion: where there is no personal injury or property damage, only commercial fishermen may recover on a public nuisance theory. *See Burgess v. M/V Tamano*, 370 F. Supp. 247, 250 (D. Me. 1973) ("But the Court is persuaded that the commercial fishermen and clam diggers have sufficiently alleged 'particular' damage to support their private actions."); *Nat'l Sea Clammers Ass'n v. City of New York*, 616 F.2d 1222, 1235 (3d Cir. 1980) (holding that fish and shellfish harvesters could recover on a public nuisance theory after a toxic waste spill); *Masonite Corp. v. Steede*, 198 Miss. 530, 548 (1945) (holding that a plaintiff could

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assert a nuisance claim because she had the "right to take fish therefrom and dispose of them at pleasure").

Plaintiffs' arguments that their licenses grant them a property right distinct from the public and that the spill caused reputational damage to the fish processors fare no better. Unlike the commercial fishermen, state licensing does not give the processors a right to fish; as the court in *Slaven* stated, "[a]lthough the State regulations may make brokers and fishermen highly interdependent and subject to similar restrictions, that does not turn the brokers into fishermen." *Slaven*, 786 F. Supp. at 861. In addition, Plaintiffs' reputational damage argument raises similar issues to those just assessed under the economic loss rule: it does not provide a line with which to grant damages to the fish processors while excluding other area businesses, such as those dependent on tourism. *See M/V TESTBANK*, 752 F.2d at 1030–31.

Ultimately, the Court **GRANTS** Defendants' motion for summary judgment on the public nuisance cause of action as to the Non-Fisher members of the Fish Industry Subclass only.

v. Summary

In sum, the Court **ORDERS** the following on Defendants' motion for summary judgment:

- The Court **GRANTS** summary judgment on the second cause of action for ultrahazardous liability, the third cause of action for negligence, and the fifth cause of action for public nuisance as to the fish processors ONLY.

- The Court **DENIES** summary judgment on all other claims of the Fisher Subclass.

IV. Conclusion

For the foregoing reasons, the Court **DENIES** Defendants' motion to strike the expert opinions of Drs. Rupert and Lenihan, **DENIES** Defendants' motion to decertify the Fisher Subclass, and **GRANTS IN PART** and **DENIES IN PART** Defendants' motion for summary judgment.

IT IS SO ORDERED.

EXHIBIT 9

UNITED STATES DISTRICT COURT
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CIVIL MINUTES - GENERAL #872(7/23)

Case No.	CV 15-4113 PSG (JEMx)	Date	June 22, 2021
Title	Keith Andrews, et al. v. Plains All American Pipeline, LP, et al.		

Present: The Honorable	Philip S. Gutierrez, United States District Judge

Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): **The Court STRIKES Defendants' motion for decertification and ORDERS the parties to appear for a status conference**

On June 18, 2021, Defendants filed yet another motion seeking decertification. *See generally* Dkt. # 872. The Court **STRIKES** Defendants' motion. The Court **ORDERS** the parties to appear for an in-person status conference at **10:00 a.m.** on **September 17, 2021** and **ORDERS** the parties to file a joint status report no later than **September 10, 2021**. No further motions or requests will be considered until such conference is held.

IT IS SO ORDERED.

EXHIBIT 10

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

#553/555/556/557

Case No.	CV 15-4113 PSG (JEMx)	Date	January 16, 2020
Title	Keith Andrews et al. v. Plains All American Pipeline, L.P. et al.		

Present: The Honorable	Philip S. Gutierrez, United States District Judge

Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): **The Court DENIES the motion for decertification and DENIES the motions to strike and motion to exclude**

Before the Court is Defendants Plains All American Pipeline, L.P. and Plains Pipeline, L.P.'s ("Defendants") motion to decertify the Property Subclass. *See* Dkt. # 555-1 ("*Decert.*"). The Plaintiffs in this action oppose, *see* Dkt. # 582 ("*Decert. Opp.*"), and Defendants replied, *see* Dkt. # 599 ("*Decert. Reply*"). Also before the Court are Defendants' motions to strike and Plaintiffs' motion to exclude. The Court held a hearing on the matter on January 13, 2020. Having considered all of the papers and the arguments made at the hearing, the Court **DENIES** Defendants' motion for decertification and **DENIES** Defendants' motions to strike and Plaintiffs' motion to exclude.[1]

I. Background

A. Factual Background

On May 19, 2015, Plains' Line 901 Pipeline in Santa Barbara County failed and leaked oil, some portion of which reached the Pacific Ocean near Refugio State Beach. *See Defendants' Statement of Uncontroverted Facts*, Dkt. # 554-2 ("*SUF*"), ¶¶ 1–3. The cause of the rupture was corrosion that occurred under the Pipeline's insulation. *Plaintiffs' Statement of Genuine Disputes*, Dkt. # 583-1 ("*SGD*"), ¶ 68.

[1] Defendants have also filed a motion for summary judgment as to the Property Subclass. *See* Dkt. # 554 ("*MSJ*"). Plaintiffs oppose, *see* Dkt. # 583 ("*MSJ Opp.*"), and Defendants replied, *see* Dkt. # 598 ("*MSJ Reply*"). At the hearing on January 27, 2020 the Court will address supplemental briefing and set a hearing schedule.

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B. Procedural Background

Plaintiffs filed this putative class action, in part on behalf of persons whose property was impacted by the spill. *See generally Second Amended Complaint*, Dkt. # 88 ("*SAC*"). Plaintiffs bring the following claims:

First Claim for Relief: Strict Liability under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, Government Code Section 8670, et seq. *Id.* ¶¶ 261–72.

Second Claim for Relief: Strict Liability for Ultrahazardous Activities. *Id.* ¶¶ 273–83.

Third Claim for Relief: Negligence. *Id.* ¶¶ 284–96.

Fourth Claim for Relief: Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. *Id.* ¶¶ 297–304.

Fifth Claim for Relief: Public Nuisance. *Id.* ¶¶ 305–16.

Sixth Claim for Relief: Negligent interference with prospective economic advantage. *Id.* ¶¶ 317–27.

Seventh Claim for Relief: Trespass. *Id.* ¶¶ 328–36.

Eighth Claim for Relief: Continuing private nuisance. *Id.* ¶¶ 337–49.

Ninth Claim for Relief: Nuisance per se. *Id.* ¶¶ 350–54.

Tenth Claim for Relief: Permanent injunction. *Id.* ¶¶ 355–59.

Initially, Plaintiffs sought to certify a Property Subclass consisting of properties within a half mile from a beach located from Santa Barbara County to the eastern border of the City of Malibu. *See* Dkt. # 257 at 17. On February 28, 2017, the Court denied class certification, explaining that such a class was too broad. *See id.* at 17–19.

Plaintiffs then sought a second time to certify the Subclass, including within the Subclass residential beachfront properties on a beach, residential properties with a private easement to the beach, and residential properties within a half mile from a beach located from Santa Barbara

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County to Southern Los Angeles County with oiling from the spill. *See* Dkt. # 300-1. The Court again denied certification. *See* Dkt. # 419 at 17–22. The Court explained that the factual underpinnings of the Subclass's claims predominate, and that liability as to each cause of action "is [] a Subclass-wide and not an individualized issue, or at least is ascertainable as to large subsets of the Subclass." *Id.* at 18–19. However, the Court determined that individualized issues nevertheless predominated as to the extent of injuries and the resulting damages. *Id.* The properties to be included in the proposed subclass "span[ned] 165 miles of coastline" and "var[ied] substantially with respect to location, proximity to water, accessibility of nearby beaches, construction quality, and other characteristics." *Id.* at 19. Although Plaintiffs claimed that their "updated expert analysis" addressed concerns about individualized inquiries, the Court concluded that this new approach did "not sufficiently distinguish between what might be vastly different properties, which would require individualized causation and injury assessments based on use and other factors." *Id.* This "problem of common evidence [was most] pronounced with regards to properties within one-half mile of the beach," due to the wide range of variation that those properties might feature. *Id.* at 20.

Plaintiffs sought a third time to certify the Subclass, and the Court granted certification of the Property Subclass on April 17, 2018. *See* Dkt. # 454. Defendants argued that "eliminating inland properties does not eliminate the individualized issues that the Court previously found precluded certification. The proposed class still includes unoccupied and occupied homes, owners and tenants, undeveloped and developed land. It includes properties with no beach access – including properties on high bluffs and on rocky, impassable beaches." *See* Dkt. # 440 at 1. The Court disagreed. It concluded that such variations in property need not defeat the class, because "other courts have regularly utilized an individual damages phase for similar property classes where, as here, common liability questions predominate." *See* Dkt. # 454 at 15. With respect to predominance, the Court concluded that "[e]stablishing liability is [] a common inquiry subject to class-wide proof," based on Plaintiffs' experts' methodology of demonstrating "where the oil from [Defendants'] Pipeline went, and to what degree, along the California coastline." *See id.* at 12. Defendants would be able to "present oiling evidence to dispute a particular class member's claim for damages," and thus there was "no barrier to Defendants' ability to challenge liability as to individual class members—they will have the opportunity to introduce evidence not only contesting Mezić's model, but also challenging whether oiling occurred on individual properties." *Id.* The Court was satisfied that common issues predominate as to Plaintiffs' claims, and "common legal questions as to liability predominate" across the Subclass. *Id.* at 13–14.

The Court certified the following Property Subclass pursuant to Rule 23(b)(3):

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> Residential beachfront properties on a beach and residential properties with a private easement to a beach (collectively "Included Properties") where oil from the 2015 Santa Barbara oil spill washed up, and where the oiling was categorized as Heavy, Moderate or Light, as identified in Exhibit A to Plaintiffs' renewed motion.
> Excluded from the proposed Subclass are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; and (2) the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family.

See Dkt. # 454 at 18; *see also* Dkt. # 428-2 ("Exhibit A").

Defendants now move to decertify the Property Subclass. *See generally Decert*. Defendants also move to strike the expert opinions of two of Plaintiffs' experts, and Plaintiffs move to exclude Defendants' expert.

II. Legal Standard

Rule 23(c)(1) provides that an order certifying a class "may be altered or amended before final judgment." As a result, district courts "retain[] the flexibility to address problems with a certified class as they arise, including the ability to decertify" a class. *United Steel v. ConocoPhillips Co.*, 593 F.3d 802, 809 (9th Cir. 2010). "The standard used by the courts in reviewing a motion to decertify is the same as the standard used in evaluating a motion to certify." *O'Connor v. Boeing N. Am., Inc.*, 197 F.R.D. 404, 410 (C.D. Cal. 2000).

"The class action is an 'exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.'" *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 348–49 (2011) (citing *Califano v. Yamasaki*, 442 U.S. 682, 700–701 (1979)). In a motion for class certification, the burden is on the plaintiffs to make a prima facie showing that class certification is appropriate, *see In re Northern Dist. of Cal. Dalkon Shield IUD Liab. Litig.*, 693 F.2d 847, 854 (9th Cir. 1982), and the Court must conduct a "rigorous analysis" to determine the merit of plaintiffs' arguments, *see Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 161 (1982). A plaintiff cannot merely allege the class certification requirements, instead a plaintiff bears the burden to "affirmatively demonstrate his compliance with the Rule." *Dukes*, 564 U.S. at 350. Plaintiffs must be prepared to "prove" that there are "*in fact*" sufficiently numerous parties or that common questions exist, and frequently this will require some "overlap with the merits of the plaintiff's underlying claim." *Id.* at 350–51. Rule 23 does not, however, grant the court license to "engage in free-ranging merits inquiries at the certification stage." *Amgen Inc. v.*

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Connecticut Ret. Plans & Tr. Funds, 568 U.S. 455, 466 (2013). "Merits questions may be considered to the extent—but only to the extent—that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied." *See id.* (citing *Dukes*, 564 U.S. at 351 n.6).

Federal Rule of Civil Procedure 23(a) provides that a class action may proceed only where "(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a). Additionally, plaintiffs must satisfy Rule 23(b)(1), (2), or (3). Rule 23(b)(3) authorizes certification if "questions of law or fact common to class members predominate over any questions affecting only individual members," and "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Courts routinely refer to the Rule 23(b)(3) requirements as "predominance" and "superiority."

III. Discussion

The Property Subclass comprises residential properties that abut the mean high tide line and have some private beach on their properties (the "Oiled Properties"), as well as properties that do not abut the mean high tide line but directly front the beach and did not experience physical oiling (the "Unoiled Properties"). *MSJ Opp.* 4:23–5:5; *SUF* ¶¶ 28–31, 33; *SGD* ¶¶ 25, 37. For the Subclass properties that do not abut the mean high tide line, some are located on a cliff, some are separated from the beach by a parking lot, walkway, or street. *See SGD* ¶¶ 37–38; *Defendants' Reply in Support of Uncontroverted Facts*, Dkt. # 598-1 ("*RSUF*"), ¶¶ 37–38. Plaintiffs argue that the unoiled properties that do not abut the mean high tide line "lost regular use and enjoyment of their properties as well as the public beach." *See MSJ Opp.* 5:2–5; *Declaration of Wilson M. Dunlavey*, Dkt. # 584 ("*Dunlavey Decl.*"), Ex. 15 ("*Bell Rebuttal Decl.*"), ¶ 15. The Property Subclass primarily involves the work of Plaintiffs' experts Igor Mezić and Randall Bell.

The Court first addresses Plaintiffs' and Defendants' challenges to the expert testimony. The Court then turns to Defendants' motion for decertification.

A. Expert Evidence

i. Daubert

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Federal Rule of Evidence 702 governs the admissibility of expert opinion. *See* Fed. R. Evid. 702(b)–(d). Expert opinion is admissible if it is based on sufficient facts or data, if it is the product of reliable principles and methods, and if the expert reasonably applies the principles and methods to the facts of the case. *See id.*; *see also City of Pomona v. SQM N. Am. Corp.*, 750 F.3d 1036, 1043 (9th Cir. 2014). The Rule 702 factors are broadly summarized as requiring "reliability, relevancy, and assistance to the trier of fact." *In re ConAgra Foods, Inc.*, 302 F.R.D. 537, 549 (C.D. Cal. 2014) (citing *Sementilli v. Trinidad Corp.*, 155 F.3d 1130, 1134 (9th Cir. 1998)). The expert opinion must involve scientific or technical knowledge. *See Daubert v. Merrell Dow Pharm., Inc.*, 509 U.S. 579, 590 (1993).

In conducting this preliminary assessment, the trial court is vested with broad discretion. *See United States v. Espinosa*, 827 F.2d 604, 611 (9th Cir. 1987) ("The decision to admit expert testimony is committed to the discretion of the district court and will not be disturbed unless manifestly erroneous."). "The trial court must act as a 'gatekeeper' to exclude junk science that does not meet Federal Rule of Evidence 702's reliability standards by making a preliminary determination that the expert's testimony is reliable" and relevant. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 982 (9th Cir. 2011). It is Plaintiffs' burden to prove by a preponderance of the evidence that their experts' testimony meets these admissibility requirements. *See Lust By & Through Lust v. Merrell Dow Pharm., Inc.*, 89 F.3d 594, 598 (9th Cir. 1996).

ii. Plaintiffs' Expert Igor Mezić

Plaintiffs' expert Dr. Igor Mezić developed a methodology to predict ocean oil transport and fate. *See Declaration of Jordan X. Navarette*, Dkt. # 558 ("*Navarette Decl.*"), Ex. 1 ("*March 29, 2019 Mezić Report*"), ¶ 17 . Dr. Mezić developed a methodology in which data derived from the spill was used to first determine the initial distribution of oil in near-shore regions; using other data, he determined where and when oil became submerged, and then established the actual path the oil traveled through the ocean. *Id.* ¶ 34. Using this approach, Dr. Mezić claims that he "was able to provide an hour-by-hour analysis, allowing [him] to determine to a reasonable degree of scientific certainty where (and when) the oil travelled, became submerged, and washed ashore, and the extent to which unbeached oil has reappeared on the shoreline." *Id.* ¶ 35. Dr. Mezić verified the accuracy of his model through external data: National Oceanic and Atmospheric Administration flyover data and Shoreline Cleanup Assessment Technique ("SCAT") data, and his model correctly predicted the presence of Plains' oil along the Los Angeles County shoreline. *See Dunlavey Decl.*, Ex. 22 ("*July 10, 2017 Mezić Decl.*"), ¶¶ 33, 36; *Dunlavey Decl.*, Ex. 27 ("*Expert Report Rebuttal of Arturo Keller*") at 10–11.

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Dr. Mezić's model identifies the beaches that were oiled by Plains' spill, it determines how long the beaches were oiled at a level of "light" or above according to government classifications, and subdivides each area by property boundary. *March 29, 2019 Mezić Report* ¶ 45. Dr. Mezić determined to a reasonable degree of scientific certainty that the most probable volume of oil spilled by Plains into the ocean is 10,750 barrels. *Id.* ¶ 54. He concluded that the amount of oil above the mean high tide line[2] was "substantial." *Id.* ¶ 49 ("[I]n most cases the amount of oil deposited above the high tide line was above 50% of all the oil present at that location, and in all cases the amount of oil above the high tide line was substantial.").

Defendants move to strike the testimony of Dr. Mezić because: (1) he does not adequately incorporate cleanup data into his model, (2) the computer model he uses, MESDLIK-II, is unreliable, (3) he does not use a reliable scientific method to "calibrate" his model, and (4) his interpretation of data used to "calibrate" his model is unreliable. *See* Dkt. # 556 ("*MTS Mezić*"). The Court notes that this is now Defendants' fourth time seeking to strike the opinions of Dr. Mezić. *See* Dkts. # 257 at 7–9, 454 at 4–8, 419 at 4–5. This Court has previously determined that Dr. Mezić's expert opinions are admissible. *See* Dkt. # 454.

Dr. Mezić, Ph.D., is the co-founder and Chief Technology Advisor of AIMdyn, Inc. and a Professor at the University of California, Santa Barbara, whose research and work focuses on "identifying key physical phenomena in a complex device or natural system, and using that information to create forecasts[.]" *See March 29, 2019 Mezić Report* ¶¶ 1–2. Dr. Mezić's methodology and model has been considered and accepted by this Court, and his analysis and modeling has been peer-reviewed and published in various journals, including the journal *Science*. *See* Dkt. # 454 at 5; Dkt. # 580 ("*MTS Mezić Opp.*"), 7:8–21; *March 29, 2019 Mezić Report* ¶¶ 17–30. Dr. Mezić's model is used by Plaintiffs to show "to a reasonable degree of scientific certainty, where Line 901 oil went and, when it reached a shoreline, for what period of time the shoreline was oiled at a level Light or above based on SCAT categories." *See MTS Mezić Opp.* 6:28–7:3. Dr. Mezić's opinions are thus relevant to this case, by identifying the class properties whose beach amenity was impacted by the oil spill.

Defendants first argue that Dr. Mezić's opinions should be excluded based on his failure to account for cleanup: in Los Angeles County, off the water, and in Santa Barbara and Ventura

[2] The mean high tide line is "the line of high water as determined by the course of the tides," the "State owns all tidelands along the California coast in trust for the public," and those tidelines extend to the high-water mark. *Bollay v. Office of Admin. Law*, 193 Cal. App. 4th 103, 108 (2011). The mean high tide line is the demarcation between public and private property.

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Counties. *See MTS Mezić* 10–13. First, Defendants assert that his deposition testimony reveals that he acknowledged cleanup data was relevant, *see Navarette Decl.*, Ex. 4 ("*August 18, 2017 Mezić Dep.*") 207:21–308:15, but did not adequately take into account cleaning data for on-water cleanup even though he acknowledges oil was cleaned off the water, *see id.*, Ex. 6 ("*August 15, 2019 Mezić Dep.*") 196:15–197:1. However, Plaintiffs argue that he did take account of cleanup, *see March 29, 2019 Mezić Report* ¶¶ 34, 35, 43. Plaintiffs explain that Dr. Mezić took into account the impact of cleanup data and an Office of Technology Assessment paper which explains that "[t]he rapid spreading and fragmentation of oil that occurs after a spill has made cleanup of large percentages of oil exceedingly difficult. Historically, recovery from major spills has amounted to only a few percent." *March 29, 2019 Mezić Report* ¶ 53. Based on this, he concluded that the oil cleaned from the ocean "did not impact the opinions he rendered in this matter regarding the *categories* of maximum oiling or the duration of shoreline oiling." *See MTS Mezić Opp.* 9:1–10:24 (citing *August 15, 2019 Mezić Dep.* 82:9–83:16) ("The question is, does it [cleaning] make a difference in the output that I have been asked to compute, and it doesn't.")). Essentially, he opines that any cleanup did not impact the categories of oiling or duration, in part because of the orders of magnitude of the measurements. Defendants may dispute this conclusion at trial, but the Court is not convinced that his method in reaching this conclusion is unreliable as a matter of law. As to Santa Barbara and Ventura Counties, Dr. Mezić did incorporate quantitative cleaning data for Santa Barbara and Ventura counties, and Plaintiffs explain his conclusions with reference to SCAT determinations. *See MTS Mezić Opp.* 12–13. Plaintiffs explain that Dr. Mezić removed a segment as being oiled in his model when SCAT teams determined it "Met Cleanup Goals," but if a segment did not meet cleanup goals, it was listed as "Active," or "Continued Monitoring": and the SCAT determination "Continued Monitoring" does not mean, according to Plaintiffs, that a beach is "clean." *Id.* Ultimately, the Court is not convinced that exclusion is appropriate. Defendants have not demonstrated that his assumptions "lack[ed] foundation in the record" and ignored concrete evidence, as in *Elcock v. Kmart Corp.*, 233 F.3d 734, 755–56 (3d Cir. 2000), instead, Defendants' attacks are concerned with the ultimate persuasiveness of Dr. Mezić's model. This Court has previously explained that whether Dr. Mezić's results are ultimately correct, or whether Defendants' can successfully impeach aspects of his testimony or present their own models, is an issue for trial. *See United States v. Sandoval-Mendoza*, 472 F.3d 645, 654 (9th Cir. 2006) ("*Daubert* makes the district court a gatekeeper, not a fact finder.").

Defendants also argue that the Court should exclude all of Dr. Mezić's opinions with respect to the fate and transport of Line 901 on shorelines in Los Angeles County because in his deposition Dr. Mezić stated that he obtained a spreadsheet containing cleanup data, including the sign-off date of the cleanup data when it was recommended no further action be taken, *August*

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15, 2019 Mezić Dep. 65:25–69:20, 86:17–87:6, but the spreadsheet did not contain and he did not take account of cleanup data for Los Angeles County, *id.* 87:1–23. Defendants argue that because there was cleanup in Los Angeles County, Dr. Mezić's opinion must be excluded. Plaintiffs argue that he did consider cleanup, and concluded that it did not impact his analysis as to "categories of maximum oiling or the duration of shoreline oiling." *See MTS Mezić Opp.* 10:27–28. In addition, Plaintiffs argue that Plains' evidence of Los Angeles County cleanup demonstrates that such cleanup did not leave beaches actually clean: the fact that Los Angeles County cleanup operations "ended by June 6, 2015," does not equate to the beaches being clean by that date. *See id.* 11:12–26 ("For example, on June 5, 2015—the day before cleanup operations 'ended'—Segments LA-E-S001-S005 had oil coverage ranging from 1-2% to 1-5% . . . well into the SCAT Light oiling category. Yet the following day—the last day of any operations—the crews did not even survey three (3) of those segments . . . thus there is no evidence the oiling level on those segments improved that day."). This is because "segments could and did experience fluctuating oiling from day to day." *Id.* 12:1–4. The cleanup document did not state that Los Angeles County "Met Cleanup Goals." *See id.* 11:27–28. While the Court agrees that this may well undermine Dr. Mezić's conclusions at trial, the Court is not convinced it requires exclusion.

Next, Defendants argue that Dr. Mezić's model is not scientifically accepted or peer reviewed. This Court has previously approved Dr. Mezić's model. *See* Dkt. # 454 at 6. The model is peer-reviewed, and the analysis and modeling were published in the journal *Science* in 2010. *See July 10, 2017 Mezić Decl.* ¶¶ 18-19. Defendants take issue with the modifications that Mezić implemented to that model, and argue that such modifications render his model "no longer peer-reviewed nor scientifically accepted." *See MTS Mezić* 14:22–15:8. Plaintiffs argue that he undertook methods to verify the accuracy of his model, for instance by "using NOAA flyover data and SCAT data," *see March 29, 2019 Mezić Report* ¶ 34. Specifically, Defendants assert that Dr. Mezić's analysis results in a value "more than 12 times larger than the maximum seen in the literature," *see MTS Mezić* 15 ("Mezic squares the 'diffusion coefficient' present in [the MEDSLIK] literature, resulting in a value more than 12 times larger than the maximum seen in the literature and exponentially increasing the spread of oil on the water"). But Defendants have already made this argument, *see* Dkt. # 430-1 at 16–17, and Plaintiffs respond that this is not a mathematical error, but rather this is standard practice, *see MTS Mezić Opp.* 15:11–28 ("Dr. Mezić previously explained that Plains' expert erroneously assumed that the coefficient Dr. Mezić used was the variance of the process, when he instead used the standard deviation—which is the square root of the variance . . . Dr. Mezić further explained that this is the standard practice when the Ito calculus is used in modeling stochastic transport processes . . . [n]o error exists."), Dkt. # 399 ¶¶ 32–35. The Court is again not convinced by Defendants'

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arguments that Dr. Mezić's methodology, which the Court has already examined and approved, must be excluded, and notes that Defendants may present their own competing model. *See MTS Mezić Opp.* 14:10–12 (noting Defendants' competing model, COSIM). Finally, Defendants suggest Dr. Mezić's use of "effective diffusivity," is unsupported, but Dr. Mezić has explained his use of this method and its scientific basis. *See Dunlavey Decl.*, Ex. 33 ("*August 18, 2017 Mezić Dep.*"), 195–97; *id.*, Ex. 36 ("*June 21, 2019 Mezić Rebuttal Report*"), ¶ 21.

Next, Defendants attack Dr. Mezić's methodology of inverse modeling, arguing that such methodology is flawed because it relies "on the circular process of using the model output to determine the spill volume that will be used to produce model output." *MTS Mezić* 18:7–9. Plaintiffs respond that "[i]nverse modeling is a well-known scientific technique," and that "Dr. Mezić utilized SCAT data to calculate the volume of oil on different segments of the shoreline following the spill, and inversely modeled the most probable volume of oil that hit the ocean . . . [s]ince the maximum oiling recorded at Coal Oil Point following the Line 901 spill was 25.8 times larger than ever recorded from natural seeps, it is mathematically reasonable that the volume of oil spilled into the ocean was 10,750 barrels." *See MTS Mezić Opp.* 17:1–8; Dkt. # 399 ¶ 14; *August 15, 2019 Mezić Dep.* 168–69. Defendants suggest that Dr. Mezić's results are connected to data "only by the *ipse dixit* of the expert," but Dr. Mezić has offered explanations of his model and how he reached his conclusions; the fact that Defendants dispute the accuracy of his model or seek to undermine it does not show that it is so unreliable to be excluded under *Daubert*.

Finally, Defendants argue that Dr. Mezić's method is unreliable because he "misuses the real-world SCAT data." *MTS Mezić* 19. But Dr. Mezić has explained that the SCAT categories have been designed to account for uncertainty in the data "by providing intervals that range in an order of magnitude," *see* Dkt. # 399 ¶ 3, that the teams collecting SCAT data are trained professionals and Dr. Nixon's results and his own team's results were substantially the same, *see id.* ¶ 4, and has explained how the data enables him to draw his conclusions, *see Dunlavey Decl.*, Ex. 36 ¶¶ 7, 11.

Ultimately, Defendants' arguments go to weight, and can be presented to the jury, they do not demonstrate that Dr. Mezić's opinions are "junk science." *See Ellis*, 657 F.3d at 982; *see also City of Pomona*, 750 F.3d at 1048–49 ("The Chischilly analysis also demonstrates how trial courts ought to treat conflicting expert testimony. A factual dispute is best settled by a battle of the experts before the fact finder, not by judicial fiat. Where two credible experts disagree, it is the job of the fact finder, not the trial court, to determine which source is more credible and reliable.") (citing *Sandoval–Mendoza*, 472 F.3d at 654). Whatever Plains' concerns about the

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ultimate persuasiveness of Dr. Mezić's model, it can challenge his opinions by "'[v]igorous cross-examination, presentation of contrary evidence, and careful instruction on the burden of proof' not exclusion." *Daubert*, 509 U.S. at 596. Accordingly, the Court **DENIES** Defendants' motion to strike the expert opinions of Dr. Igor Mezić.

ii. Plaintiffs' Expert Randall Bell

Dr. Randall Bell, Ph.D., is a real estate economist and licensed appraiser who serves as the principal and CEO of Landmark Research Group, LLC, a consulting firm that specializes in real estate damage economics. *See Dunlavey Decl.*, Ex. 24 ("*Corrected Bell Decl.*"), ¶¶ 3–4. He calculated the Subclass's damages through a mass appraisal using multiple regression analysis and land matched pair analysis; this analysis determined the reduced rental value of the affected properties: the unimpaired rental rate of the Subclass beachfront properties minus the rental rate of a control group of properties that did not have beach frontage, over the period where the beach amenity was lost due to oiling. *See Dunlavey Decl.*, Ex. 14 ("*Bell Expert Report*"), 7–8, 95–96. He has over 25 years of experience in appraisal, consulting and research regarding residential, land, commercial, special purpose, retail, industrial, recreational and investment properties. *Corrected Bell Decl.* ¶ 6. Since 1992 he has specialized in real estate damage economics, which includes valuation issues related to a variety of detrimental conditions including environmental issues. *Id.* ¶ 7.

Defendants move to strike the expert opinions of Dr. Bell. *See* Dkt. # 557 ("*MTS Bell*"). This Court has previously concluded that Dr. Bell's opinions, including his mass appraisal, are admissible under *Daubert*. *See* Dkt. # 454 at 8–9. Since that time, Dr. Bell received the oiling duration analysis from Dr. Mezić and finalized the mass appraisal report, under Uniform Standards of Professional Appraisal Practice ("USPAP") standards, that calculates the value to class members of the reasonable loss of use of their beach amenity. *See* Dkt. # 581 ("*MTS Bell Opp.*"), 1:14–17. Dr. Bell's analysis is helpful to the trier of fact because he identifies the class properties whose beach amenity was contaminated by oil from Plains' oil spill, and determines the reasonable value of the loss of reasonable use of that amenity while contaminated. *See id.* 8:3–6; *Dunlavey Decl.*, Ex. 14 ("*March 29, 2019 Bell Report*").

First, Defendants argue that Dr. Bell has "no expertise that would enable him to render a competent opinion on what 'light' oiling means or what it looks like on a beach." *MTS Bell* 5; *see also* Dkt. # 300-1, 18–20. Defendants make this argument in part with reference to Bell's deposition in which he stated that he relied on SCAT documents but did not have specific expertise in SCAT surveys. *Id.* 6–7. Defendants state that Dr. Bell is opining on the loss of use

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of the beach, and that he has not established actual closures of beaches or a loss of the ability to use a beach. *See, e.g.*, *MTS Bell* 13. However, Plaintiffs clarify that Dr. Bell is not opining "on when 'a beach is lost' but rather regarding *the loss of conventional use of a beach amenity*," and Dr. Bell analyzes that when "light" oiling, or above, pollutes beaches as a result of the oil spill, that impacts the value of a property's beach amenity. *See MTS Bell Opp.* 20. Plaintiffs argue that Dr. Bell is qualified to opine on this, he has completed considerable research and analysis on property damage and environmental conditions; he has analyzed the economic effects of environmental contamination on real property, including as a consulting expert on the BP Oil Spill case, *see Corrected Bell Decl.* ¶ 11; *March 29, 2019 Bell Expert Report* 179–81. He analyzed NOAA manual and job aid, as well as NOAA photographs and graphics, which guide the SCAT program, he spoke with Dr. Mezić about oiling levels and how Dr. Mezić's analysis correlates with oiling categories, he reviewed media reports, industry literature and conducted field surveys. *MTS Bell Opp.* 10.

Defendants also argue that Dr. Bell lacks a scientific basis for the loss of use of property owners' beach amenity at "light" oiling because his opinion "is not supported by facts or data and is not the product of reliable principles and methods." *MTS Bell* 7:15–18; Fed. R. Evid. 702. They argue that the bases he relies upon do not support his opinions: a chart depicting percentage cover from NOAA, a case study and literature review, a survey, and conversations with Igor Mezić. *MTS Bell* 8; *see also* Dkt. # 300-1, 23:17–24:3.

Dr. Bell's opinion is supported by: "NOAA documentation and Dr. Mezić's analysis, by USPAP standards, by extensive data and literature from prior oil spills and environmental disasters, and by interviews of property owners in areas affected by oil spills, including field surveys," as well as by his own experience in the field. *MTS Bell Opp.* 11:15–28; *Corrected Bell Decl.* ¶¶ 36–48, 51–79. Dr. Bell relied on this information, and particularly NOAA documentation including the NOAA Job Aid and Shoreline Assessment Manual, to arrive at his conclusions regarding the loss of conventional use of the beach amenity at "light" oiling. *See Corrected Bell Decl.* ¶¶ 36, 64; *Navarette Decl.*, Ex. 3 ("*August 20, 2019 Bell Dep.*") 16–17. Dr. Bell also looked to case studies, media reports of the spill and cleanup efforts, and other literature from the field. *See, e.g.*, *March 29, 2019 Bell Report* 81–94, 122–23, 137–38. The Court again finds that Defendants' arguments go to weight and may be introduced at cross-examination, it does not conclude that Dr. Bell's method lacks support such that it must be excluded. *See Hawthorne Partners v. AT&T Techs., Inc.*, No. 91 C 7167, 1993 WL 311916, at *4 (N.D. Ill. Aug. 11, 1993) ("Defendants' attack on Nicholson's survey methodology also goes to the weight that should be accorded Nicholson's opinion, not its admissibility."); *Younglove Const., LLC v. PSD Dev., LLC*, 782 F. Supp. 2d 457, 464 (N.D. Ohio 2011) ("PSD is correct that

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courts routinely accept testimony of appraisers based in part on such informal sources . . . [a]lthough Mr. Pelegrin's interview method is far from unassailable, it is not so obviously unreliable as those in the cases Younglove cites. While Mr. Pelegrin gave the discussions 'significant weight' in his conclusion . . . he also considered published articles, legal decisions, and sales of properties with construction defects and environmental contamination."); Dkt. # 454 at 8–9.

Defendants also argue that Dr. Bell disregards empirical data, for instance, Defendants' expert Doug Macnair's data of people visiting Los Angeles County beaches in 2015 and photographs of people using the beaches. *See MTS Bell* 13. However, Plaintiffs argue that such photographs are not inconsistent with Dr. Bell's opinions regarding conventional use of a beach by property owners, and Dr. Bell relied on real-world beach closure information as part of his assessment of the spill's impact. *See MTS Bell Opp.* 22. This Court has also stated that an expert's results conflicting "with [some] real-world evidence," "questions the weight of [the expert's] testimony, not the soundness of his methodology." *See* Dkt. # 454 at 7.

The Court cannot conclude that Dr. Bell's mass appraisal is unreliable or unscientific as a matter of law and should be stricken under *Daubert*. The Court **DENIES** Defendants' motion to strike the expert opinions of Dr. Bell.

iii. Defendants' Expert Paul Boehm

Defendants have designated Dr. Paul D. Boehm as an expert. Dr. Boehm is the principal scientist at Exponent, Inc., a science and engineering consulting firm. *See Declaration of Lawrence J. Conlan*, Dkt. # 553-1 ("*Conlan Decl.*"), Ex. A ("*Boehm Report*"), at 2. He has practiced as an environmental chemist and scientist for over forty years and has particular experience with oil spills. *See id.* at 2–3. Dr. Boehm offers four opinions in his report. *See generally Boehm Report.* First, of the 2,934 barrels of crude oil released from the pipeline, his best estimate is that 598 of them had potential shoreline impacts away from the release point. *See id.* 4. His second opinion is that empirical data and observations confirm the reasonableness of this analysis. *See id.* Third, Dr. Boehm describes the movement and ultimate fate of the oil that reached the ocean. *See id.* 4–5. Finally, he criticizes Dr. Mezić's opinion as lacking a sound factual basis. *See id.* 5.

Plaintiffs move to exclude Dr. Boehm's opinions under *Daubert*. *See* Dkt. # 553 ("*MTS Boehm*"). They argue that this oil spill exceeds his expertise and that he used flawed methods, specifically sampling the soil bins that Unified Command collected, in forming his first and

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second opinion. *See id.* 10–15. Next, Plaintiffs contend that Dr. Boehm opines without personal knowledge, based on inadmissible hearsay, and in contradiction to eyewitness reports and fingerprinting data. *See id.* 14:27–15:3, 16:18–18:2. Plaintiffs lastly argue that Dr. Boehm's criticism of Dr. Mezić's analysis is inadmissible because it improperly omits certain assumptions that Dr. Mezić's model made, including that the model provides for the maximum oiling at a certain point in time. *See id.* 18:25–19:6.

The Court holds that excluding Dr. Boehm is not warranted under *Daubert*. Dr. Boehm is well-qualified to opine on oil spill impacts. He has several decades of experience in oil spill science and publications in many peer reviewed journals. *See Boehm Report* at 2–3; Dkt. # 578 ("*MTS Boehm Opp.*") 4:6–24. Particularly relevant here, he has conducted mass balance studies that account for oil after a release for both the *Amoco Cadiz* and *Deepwater Horizon* spills. *See Boehm Report* 40, 50; *MTS Boehm Opp.* 4:6–24. Plaintiffs argue that Dr. Boehm does not have expertise in land-based oil spills. *See MTS Boehm* 11:6. However, Dr. Boehm was a qualified expert in a prior case that involved a large release of petroleum on land, directly contradicting Plaintiffs' contention. *See Boehm Report* 51; *MTS Boehm Opp.* 4:6–24. Moreover, even if Dr. Boehm had no on-land experience, Plaintiffs fail to adequately explain why this would make him unqualified under *Daubert.* As such, Plaintiffs cannot disqualify Dr. Boehm based on insufficient qualifications.

Plaintiffs' arguments about Dr. Boehm's soil sampling techniques also fail. Dr. Boehm engaged in a scientific process wherein he sampled the roll-off bins to determine their oil volumes. *Boehm Report* at 8–11. Plaintiffs allege that this analysis is "the product of pure guesswork," but, as a check, Dr. Boehm compared the statistical variability of the soil bins with the statistical variability of soil data collected in other oil releases. *MTS Boehm* 11:22–28; *MTS Boehm Opp.* 7:14–21. Plaintiffs fail to convince the Court that Dr. Boehm's methods are unreliable or unscientific as a matter of law. *See Daubert*, 509 U.S. at 597 ("[T]he Rules of Evidence—especially Rule 702—do assign to the trial judge the task of ensuring that an expert's testimony both rests on a reliable foundation and is relevant to the task at hand. Pertinent evidence based on scientifically valid principles will satisfy those demands."). Instead, Plaintiffs make arguments akin to Defendants arguments in seeking to exclude Dr. Mezić: that Dr. Boehm's methods are relatively unreliable when compared to their experts. *See, e.g.*, Dkt. # 257 at 9. However, the relative reliability of Plaintiffs' experts versus Dr. Boehm is a question more appropriate for the trier of fact. *See City of Pomona*, 750 F.3d at 1049 (citing *Sandoval-Mendoza*, 472 F.3d at 654 ("Where two credible experts disagree, it is the job of the fact finder, not the trial court, to determine which source is more credible and reliable.")).

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Lastly, the Court does not find that Dr. Boehm relied on anything improper in forming his opinions. Plaintiffs argue that Dr. Boehm has no personal knowledge of the oil spill response, but as Defendants correctly point out, there is no rule that expert witnesses, by contrast to fact witnesses, have personal knowledge. *See MTS Boehm* 14:27–15:3; *MTS Boehm Opp.* 12:23–13:2; *Willis v. Katavich*, No. ED CV 14-1065-BRO, 2015 WL 72380, at *9 (C.D. Cal. Jan. 5, 2015) ("personal knowledge is not required for introduction of expert witness testimony"). Similarly, Plaintiffs contend that Dr. Boehm relied on inadmissible hearsay when opining on where the oil went after it entered the water because he did not perform his own modeling. *See MTS Boehm* 16:18–27. But again, this argument fails because "[e]xperts are permitted to rely on hearsay, including the opinions of other experts, if proper foundation is laid that others in the field would likewise rely on them." *See Mesfun v. Hagos*, No. CV 03-02182 MMM (RNBx), 2005 WL 5956612, at *18 (C.D. Cal. Feb. 16, 2005).

In short, like Defendants' arguments regarding Plaintiffs' experts, Plaintiffs' objections to Dr. Boehm go to the weight of his expert opinions, rather than their admissibility. *See United States v. Ruvalcaba-Garcia*, 923 F.3d 1183, 1191 (9th Cir. 2019) ("questions about the correctness of an expert's conclusions are a matter of weight, not admissibility") (internal quotation marks and citations omitted). As such, the Court **DENIES** Plaintiffs' motion to exclude Dr. Boehm.

B. Motion to Decertify

Defendants move to decertify the Property Subclass on a number of grounds, including that the class includes both properties that were oiled and those that were not. As discussed above, there is no dispute between the parties that the Subclass includes both properties that were physically oiled and those that were not physically oiled. The Court concludes that because Plaintiffs' experts have demonstrated they can establish both injury and damages for all Subclass members (albeit in two groups) through common proof, individualized issues do not defeat predominance, and decertification is not warranted.

Defendants challenge this Court's conclusion that the predominance requirement of Federal Rule of Civil Procedure 23(b)(3) is met. The "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citing *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 623 (1997)). The predominance inquiry "asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." *Id.* "When 'one or more of the central issues in the

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action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.'" *Id.* (citing 7AA C. Wright, A. Miller, & M. Kane, Federal Practice and Procedure § 1778, 123–24 (3d ed. 2005)). "To satisfy this requirement, plaintiffs must show that 'damages are capable of measurement on a classwide basis,' in the sense that the whole class suffered damages traceable to the same injurious course of conduct underlying the plaintiffs' legal theory," but "damage calculations alone cannot defeat certification." *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1120 (9th Cir. 2017). Defendants do not dispute that there are important questions common to all class members here.

First, Defendants argue that because Plaintiffs' experts' evidence reveals that the Subclass includes properties that were not oiled, Plaintiffs have "failed to deliver on their promises." *Decert.* 9:14–18. However, this Court specifically contemplated that the Subclass might include properties directly fronting a beach but that did not experience oiling, as well as those actually abutting the mean high tide line that did. *See* Dkt. # 454 at 14.

Defendants argue that because some properties could not have been oiled, but were instead proximate to oiled beaches, more than half of the Subclass members were demonstrably uninjured. *Decert.* 9:14–10:4. However, whether Plaintiffs' theory of injury for the Unoiled Properties is legally cognizable is a merits determination, and the Court previously determined that the Unoiled Properties that front the beach – residential properties directly fronting a beach with no structure between the property and the beach, on beaches polluted by oil – are subject to common proof to demonstrate injury. *See Decert. Opp.* 3–4. This Court already concluded that whether certain properties, such as Unoiled Properties, suffered a cognizable injury, such as to support a negligence or trespass claim, based on fronting a certain level of oiled beach, "is the sort of common legal question that applies to a substantial portion of the Subclass, and so would not defeat predominance." Dkt. # 454 at 14 n.3; *see also* Dkt. # 419 at 18 ("[l]iability as to each cause of action is [] a Subclass-wide and not an individualized issue, or at least is ascertainable as to large subsets of the Subclass."). Because all Subclass members' properties were oiled, *or* fronted an oiled beach, and Plaintiffs' experts' evidence purports to demonstrate that all of them lost the reasonable use of their beach amenity, there is no need for class members "to present varying evidence as to whether they suffered any economic injury," as was required for the Oil Worker Subclass. *Andrews v. Plains All Am. Pipeline, L.P.*, 777 F. App'x 889, 891–92 (9th Cir. 2019). In contrast to the diverse group of workers suffering disparate economic impacts from "various economic factors" including the pipeline shutdown, many of which "likely were not injured" and would have to prove injury using "varying evidence," here, each of the Subclass

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members owned property that was physically oiled, or directly fronting a beach that was physically oiled, as a result of Plains' oil spill. *See id.* Here, Plaintiffs have presented common proof as to level and duration of oiling to determine across-the-board injuries for the Subclass.

Defendants also argue that the inclusion of both properties that were physically oiled, and properties fronting the beach without oiling (for instance, separated from the beach by a parking lot), in the same class, causes difficulties for the maintenance of a class action. Courts have refused to certify property classes that are broadly defined and include potentially diverse causes of injuries. *See Frieman v. San Rafael Rock Quarry, Inc.*, 116 Cal. App. 4th 29, 41–42 (2004) (rejecting certification of a proposed property class of all residents within a five-square-mile area near a quarry because "the multiple variations in potential impact (or complete lack of impact) of Quarry's operations . . . involve differences in establishing Quarry's liability to the proposed class members as well as in the nature of the damages suffered"). Plaintiffs concede that different claims may be viable as to each group, for example, there is no trespass claim as to those properties fronting the beach but that were unoiled, but there is for those that were oiled. *SMJ Opp.* 22; *SMJ Reply* 3:2–5; *see also Wilson v. Interlake Steel Co.*, 32 Cal. 3d 229, 232–33 (1982) (a trespass plaintiff must prove physical "invasion" onto his or her property); *Decert. Opp.* 4:2–4. Nonetheless, Plaintiffs argue that this should not defeat certification. Plaintiffs argue that any divergence in analysis between the Unoiled and Oiled groups does not render a class action unmanageable, or mean that individualized issues necessarily predominate. *See Decert. Opp.* 12:8–13 (citing *Turner v. Murphy Oil USA, Inc.*, 234 F.R.D. 597, 607 (E.D. La. 2006)).

The Court agrees with Plaintiffs. The Court is not convinced that a class cannot be maintained just because it has two groups that may have different valid legal claims – the claims as to each group can still be established using common evidence. Plaintiffs urge that "common issues can be tried together, with a separate procedure set up for allocation." *Id.* 17:1–2. Plaintiffs explain that "if Plains is correct that only those with oil on their property may recover for trespass and nuisance, the jury can first determine whether the entire Subclass met its burden of proof on the common trespass and nuisance claims through a special verdict form." *Id.* 17:8–16 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998) ("All questions of fact and law need not be common to satisfy the rule. The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class.")).

Moreover, Plaintiffs argue that their experts present common proof of where the oiling was, for instance, "the jury can determine whether the amount of oiling [on each Subclass

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property] constitutes a trespass, aided by Plaintiffs' experts' classification of oiling according to well-accepted NOAA rubric (light, moderate, and heavy oiling). Likewise, because the offensiveness of a nuisance is judged by an objective standard . . . the question of whether 'light' oiling or above is sufficient to interfere with property use is one that can be answered for the entire Subclass one time." *Decert. Opp.* 11; *Freeman v. Grain Processing Corp.*, 895 N.W.2d 105, 121 (Iowa 2017) ("Objective standards more readily present common questions than subjective standards."). Whether "light" oiling limits reasonable use of a beach amenity can be determined by a jury, with the aid of Plaintiffs' experts' testimony. *Decert. Opp.* 12; *see also Turner*, 234 F.R.D. at 606. The Court agrees, and has already concluded common issues predominate as to this Subclass.[3]

Defendants raise a number of remaining arguments they have previously raised to attempt to decertify the class. *See generally Decert.*; Dkt. # 440. Defendants argue that Plaintiffs' experts have not developed class-wide evidence of injuries as to: (1) easement properties, (2) undeveloped/vacant land, (3) properties with oil duration of zero, and (4) lessees. *Decert.* 13–16. The Subclass includes members with an easement to, or common ownership of, a private oiled beach, and like other Subclass members allege they lost a valuable beach amenity. *See Decert. Opp.* 6.; Dkt. # 440 at 4–5. The Court is not convinced that the Subclass must include only easements that experienced oiling (because, Defendants argue, only such members experienced a cognizable injury), for the same reason as the Subclass need not include only

[3] The Court previously concluded that each claim is subject to common proof. Because a trespass claim requires showing physical intrusion onto property, "this required invasion can be demonstrated with common proof in the form of Mezić's model—subject of course, to challenges from Defendants." Dkt. # 454 at 13–14; *see also Cassinos v. Union Oil Co.*, 14 Cal. App. 4th 1770, 1778 (1993) (stating "[t]he essence of the cause of action for trespass is an 'unauthorized entry' onto the land of another," and concluding wastewater injected from defendant's property to plaintiff's property constituted trespass). Because the OSPRA claim "centers on the degree of injury required to state a viable cause of action," "it constitutes a common legal question that will apply across the Subclass," as to the Oiled and Unoiled Properties. Dkt. # 454 at 13–14. Similarly, "whether or not oiling of the sort experienced by the Subclass members is the type of harm that an ultrahazardous activity would be expected to produce is a common legal question," whether "oiling itself is actionable, whether loss of access to a public beach is actionable, whether area-wide loss of property value is actionable, and other issues related to Plaintiffs' nuisance claims are legal questions that are subject to common, subclass-wide resolution," and whether the economic loss rule bars a negligence claim is amenable to a "common legal answer." *Id.* at 14.

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private properties that experienced oiling. Next, Defendants argue that individualized evidence is needed as to the owners' use of undeveloped properties. *See Decert.* 15. But the Court agrees with Plaintiffs that owners of such properties have also paid a premium for a beach amenity, and have been similarly injured, and Plaintiffs' experts provide a modified damages method for such properties. *See Decert. Opp.* 6–7. As to properties with "zero days" of oiling, Plaintiffs explain that all such properties are excluded from the class definition. *See Decert. Opp.* 8–9; *August 29, 2019 Bell Dep.* 76–77. Finally, Defendants argue that there is no methodology to determine if residential property is owned or rented or whether a landlord or tenant would recover; but this Court already considered and rejected this argument at class certification. *See* Dkt. # 454 at 10–11; Dkt. # 440 at 20–21. Defendants have not pointed to any authority requiring that Plaintiffs identify every class member at this time. *See Decert. Opp.* 9("[L]essees or tenants have viable claims and [] those claims were accounted for in Dr. Bell's mass appraisal.") (citing *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1131 (9th Cir. 2017)). The Court is not convinced that any of these challenges present individualized issues defeating certification.

Defendants argue that they have a Due Process right to present individualized evidence as to causation and injury, which would be infringed by maintenance of the Subclass. *See Decert.* 17–20; *Carrera v. Bayer Corp.*, 727 F.3d 300, 307 (3d Cir. 2013) ("A defendant has a similar, if not the same, due process right to challenge the proof used to demonstrate class membership as it does to challenge the elements of a plaintiff's claim."). Defendants previously made these arguments prior to this Court's certification of the Subclass. *See* Dkt. # 440 6–7, 12. Defendants argue that they have extensive evidence to dispute causation and injury, such as that oil samples from certain beaches tested negative for Line 901 oil, and that millions of people visited beaches during the weeks that there was allegedly oiling; and that such evidence refutes that particular Subclass members lost use of the beach. *See id.* 18:15–26. This Court has stated:

> As Plaintiffs note, "to the extent [Defendants wish] to present oiling evidence to dispute a particular class member's claim for damages, it can present this evidence in the ordinary course at the damages phase." *Reply* 3:13–16.

Dkt. # 454 at 12–13. The Court is unsure why Defendants cannot present such evidence undermining Plaintiffs' experts' evidence at the liability phase to rebut Plaintiffs' common proof, or at the damages phase. *See Decert. Opp.* 19:16–19.[4]

[4] The Court is also not convinced that maintenance of a class action would necessarily run afoul of *Matter of Rhone-Poulenc Rorer, Inc.*, 51 F.3d 1293, 1302 (7th Cir. 1995); "there are ways to avoid the hypothetical Reexamination Clause issue Plains raises." *Decert. Opp.* 20:11–21;

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	January 16, 2020
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Defendants argue that flaws in Dr. Bell's analysis show it cannot support the certified Subclass. *Decert.* 20–23. First, Defendants argue that there is a disconnect between Plaintiffs' experts: that Dr. Bell's opinions are "detached" from Dr. Mezić's work. *Id.* This is because Dr. Mezić "hand[ed] off" to Dr. Bell his opinions regarding the relationship of the concentration data with the SCAT categories, which "correlated the concentration data with the SCAT categories," and ultimately assigned a numeric value to draw a line between light and very light oil, to determine about how many days each property was oiled at or above "light" oiling concentration of 0.0000025 meters cubed of oil per meter. *See August 15, 2019 Mezić Dep.* 64:15–65:15; *July 10, 2017 Mezić Decl.* ¶¶ 36–43. Defendants argue "Bell's opinion that use of the beach was lost for all of those days does not follow from Mezic's work," because Bell "disclaimed knowledge of what 0.0000025 meters cubed of oil per meter looks like." *MSJ* 16. Plaintiffs respond that "Plains fundamentally misconstrues Plaintiffs' experts' work," because Mezić "did not 'define' the lower threshold for Light oiling," but rather "measured the oiling of the beach according to standard NOAA categories of heavy, moderate, and light oiling, based on substantial SCAT data collected after Plains' spill," *see SGD* ¶ 85, and while Mezić "does not opine on what the surface oil distribution would look like on the beach," Dr. Bell consulted NOAA information regarding "light" oiling to inform his determination. *See MTS Bell Opp.* 12–15; *SGD* ¶ 102. While the Court agrees that this may well undermine Dr. Bell's testimony at trial, the Court is not convinced that this alleged disconnect renders Dr. Bell's testimony entirely unusable or unhelpful such that it cannot support a Subclass. The Court does not consider it fatal to Plaintiffs' causes of action.

Defendants argue that Dr. Bell's valuation method for determining damages does not link to Plaintiffs' theory of injury, making it inadequate to satisfy Rule 23(b)(3). *See Decert.* 21–22; *Comcast Corp. v. Behrend*, 569 U.S. 27, 35–36 (2013). In *Comcast*, the Court explained that because "[t]here [was] no question that the model failed to measure damages resulting from the particular antitrust injury on which petitioners' liability in his action is premised," the class should not have been certified. *See Comcast*, 569 U.S. at 36. Dr. Mezić's analysis demonstrates the level and extent of oiling along the coastline as to each property, and Dr. Bell's analysis measures the incremental rental value of the beach amenity premium, and controls for various factors including number of days of oiling, to account for the loss of conventional use of the beach and the value paid for it due to Plains' oil spill. *See generally March 29, 2019 Bell Report*. However, Dr. Bell's regression analysis does not account for different elements that contribute to the premium but were not lost as a result of the spill: such as "the weather, ocean

Manual Complex Lit. § 22.755 (4th ed.); *see also Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1232 (9th Cir. 1996).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 15-4113 PSG (JEMx)	Date	January 16, 2020
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views, prestige, the general quality of communities" that persons pay for such properties. *Decert.* 21–22. While Dr. Bell's calculated premium may not control for every conceivable element, any loss of conventional use of a beach is due to oiling from Defendants' spill, and Dr. Bell's model purports to measure damages in the rental value of the beachfront premium lost due to Plains' oil spill. *See Vaquero v. Ashley Furniture Indus., Inc.*, 824 F.3d 1150, 1154 (9th Cir. 2016) ("We have interpreted *Comcast* to mean that "plaintiffs must be able to show that their damages stemmed from the defendant's actions that created the legal liability.").

Finally, this Court has recognized that "a viable real property subclass offers the best chance of remedy for impacted property owners[.]" *See* Dkt. # 419 at 21; *see also* Dkt. # 454 at 16 (acknowledging expense of litigating individual claims and potential "docket-clogging effect"). Defendants have not provided any new, persuasive reason to decertify the class. The Court concludes that decertification is not appropriate at this time.

IV. Conclusion

For the foregoing reasons, the Court rules as follows:

- The Court **DENIES** Defendants' motion to strike the expert opinions of Dr. Mezić, Dkt. # 556, Defendants' motion to strike the expert opinions of Dr. Bell, Dkt. # 557, and Plaintiffs' motion to exclude the expert opinions of Dr. Boehm, Dkt. # 553.

- The Court **DENIES** Defendants' motion for decertification.

IT IS SO ORDERED.

EXHIBIT 11

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

#662/663 (6/8 hrg off)

Case No.	CV 15-4113 PSG (JEMx)	Date	June 2, 2020
Title	Andrews v. Plains All American Pipeline, LP		

Present: The Honorable	Philip S. Gutierrez, United States District Judge

Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): Order DENYING Defendants' motions

Before the Court is a motion for reconsideration of the Court's March 17, 2020 summary judgment order and a motion to decertify the unoiled properties in the Property Subclass filed by Defendants Plains All American Pipeline, L.P. and Plains Pipeline, L.P.'s ("Defendants"). *See* Dkts. # 662, 663. The Plaintiffs in this case have opposed, *see* Dkts. # 707, 708, and Defendants replied, *see* Dkts. # 717, 718. The Court finds the matter appropriate for decision without oral argument. *See* Fed. R. Civ. P. 78; L.R. 7-15.

The Court has read and considered the moving papers and **DENIES** Defendants' motions. Defendants have not made a manifest showing of a failure to consider material facts presented to the Court on summary judgment. *See* L.R. 7-18. They also fail to present any subsequent case developments since February or March of 2020 that would warrant reconsideration of the summary judgment order or decertification of the Property Subclass. *See id.*; *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 160 (1982).

IT IS SO ORDERED.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

vs.

AMPLIFY ENERGY CORP., *et al*.,

Defendants.

Case No. 8:21-CV-01628-DOC-JDE

DECLARATION OF JENNIFER KEOUGH IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Jennifer Keough, declare as follows:

1. I am the CEO, President and Co-Founder of JND Legal Administration LLC ("JND"). I have more than 20 years of experience creating and supervising notice and claims administration programs and have personally overseen well over 1,000 matters. JND's resume, which includes the bios of JND legal notice expert, Gina Intrepido-Bowden, and claims administration expert, Gretchen Eoff, both of whom will be assisting me in this important matter, and a comprehensive description of my experience is attached as Exhibit A.

2. JND is a leading legal administration services provider with headquarters located in Seattle, Washington, and multiple offices throughout the United States. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action matters.

3. I submit this Declaration regarding the Parties' proposed program for providing notice of a class action settlement to Fisher, Property, and Waterfront Tourism Class Members (the "Notice Plan"), and to address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), the Due Process Clause of the United States Constitution, and the Federal Judicial Center ("FJC") guidelines for best practicable due process notice.

BACKGROUND AND EXPERIENCE

4. JND's class action division provides all services necessary for the effective administration of class actions including: (1) all facets of providing legal notice to potential class members, such as developing the final class member list and addresses for them, outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) lien verification, negotiation, and resolution; (7) calculation design and programming; (8) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (9) qualified settlement fund management and tax reporting; (10) banking services and reporting; and (11) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission ("SEC") as well as for the Federal Trade Commission ("FTC") and we have worked with a number of other government agencies including:

the U.S. Equal Employment Opportunity Commission ("EEOC"), the Office of the Comptroller of the Currency ("OCC"), the Consumer Financial Protection Bureau ("CFPB"), the Federal Deposit Insurance Corporation ("FDIC"), the Federal Communications Commission ("FCC"), the Department of Justice ("DOJ"), and the Department of Labor ("DOL"). We also have Master Services Agreements with various law firms, corporations, and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams.[1] Finally, JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration.

6. The principals of JND, including me, collectively have over 80 years of experience in class action legal and administrative fields and have overseen claims processes for some of the largest legal claims administration matters in the country's history and regularly prepare and implement court approved notice and administration campaigns throughout the United States.

7. JND was appointed as the notice and claims administrator in the landmark $2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet; staffed the call center with 250 agents during the peak of the notice program; received and processed more than eight million claims, and staffed the call center with 250 agents during the peak of the notice program. We have also handled the settlement administration of the following matters: the $1.3 billion Equifax Data Breach Settlement, the largest class action ever in terms of the number of the 18 million claims received. Email notice was sent twice to over 140 million class members, the interactive website

[1] As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

received more than 130 million hits, and the call center was staffed with 1,500 agents at the peak of call volume.

8. Other large JND notice and claim administration matters include a voluntary remediation program in Canada on behalf of over 30 million people; the $1.5 billion Mercedes-Benz Emissions class action settlements; the $120 million GM Ignition class action economic settlement, where we sent notice to nearly 30 million class members; and the $215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters.

9. Similar to the situation here, JND also designed and implemented the notice program for *Andrews v. Plains All American Pipeline, L.P.*, Case No. 2:15-cv-04113-PSG-JEMx (C.D. Cal.), which notified Fisher and Property Class Members about the 2015 Santa Barbara oil spill settlement, as well as *Bruzek v. Husky Oil Operations Ltd.*, Case No. 18-cv-00697 (W.D. Wisc.), which notified property owner class members harmed by the Superior, WI oil refinery explosion.

10. Our notice campaigns are regularly approved by courts throughout the United States.

11. JND's Legal Notice Team, which operates under my direct supervision, researches, designs, develops, and implements a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct mail and email, our media campaigns have used a variety of media including newspapers, earned media, press releases, magazines, trade journals, radio, television, social media and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred affidavits to courts throughout the country attesting to our role in the creation and launch of various media programs.

CASE BACKGROUND

12. I have been asked by the Parties to assist in preparing a Notice Plan to reach members of the Fisher Class, Property Class, and Waterfront Tourism Class, to inform them about the Settlement, and their rights and options. The class action lawsuit involves an oil spill in October 2021 off the coast of Orange County, California.

13. The **Fisher Class** consists of persons or entities who owned or worked on a commercial fishing vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

14. The **Property Class** consists of owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

15. The **Waterfront Tourism Class** consists of persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue

and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

16. Excluded from the Classes are the Amplify Defendants, any entity or division in which the Amplify Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family; businesses that contract directly with the Amplify Defendants for use of the Pipeline; all employees of the law firms representing Plaintiffs and the Class Members; and timely all opt-outs.

NOTICE PLAN OVERVIEW

17. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs. The Notice Plan includes efforts to reach the Fisher, Property, and Waterfront Tourism Classes.

18. The proposed Notice Plan consists of direct notice, targeted digital notice, an internet search effort, and the distribution of earned media in English and Spanish to media outlets throughout California.

19. The notice documents will direct Class Members to the case website, www.OCOilSpillSettlement.com, where the Fisher Class Long Form Notice will be posted and accessible in English, Spanish, Vietnamese, and Mandarin, attached as Exhibit B, the Property Class Long Form Notice, attached as Exhibit C, and the Waterfront Tourism Class Long Form Notice, attached as Exhibit D.

20. JND will also maintain a toll-free number, post office box, and email address for this matter.

21. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will provide the best notice practicable under the circumstances.

DIRECT NOTICE EFFORT

22. JND will effectuate the sending of the Fisher Class Postcard Notice, attached as Exhibit E, the Property Class Postcard Notice, attached as Exhibit F, and the Waterfront Tourism Class Postcard Notices, attached as Exhibit G, by U.S. mail to known Class Members. In addition, the Fisher Class Email Notice, attached as Exhibit H, Property Class Email Notice, attached as Exhibit I, and Waterfront Tourism Class Email Notice, attached as Exhibit J, will be sent to Fisher, Property, and Waterfront Tourism Class Members for whom email addresses are available.

23. Each class contains well over 1,000 members. Fisher Class contact information, including the names, mailing addresses, and email addresses for the approximately 2,500 vessel, fishing, and fish processing license holders, was provided to JND by Class Counsel on September 21, 2022 and is based on CDFW databases. In addition, JND is assisting Class Counsel in compiling the Property Class and Waterfront Tourism Class names, mailing addresses, and email addresses (if available). As of October 14, 2022, the Property Class Notice list consists of approximately 9,400 properties and the Waterfront Tourism Class Notice list consists of approximately 1,261 persons/entities.

24. Upon receipt of the Fisher Class Member data, JND promptly loaded the information into a secure case-specific database for this case. JND employs appropriate administrative, technical and physical controls designed to ensure the confidentiality and protection of Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure or modification of Class Member data.

25. Prior to mailing, JND staff will perform advanced address research using skip trace databases and the United States Postal Service ("USPS") National Change of Address ("NCOA") database[2] to update addresses. At my direction, JND

[2] The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces

staff will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, with my oversight, JND staff will also take reasonable efforts to research and determine if it is possible to reach a Class Member for whom a notice is returned without a forwarding address, either by mailing to a more recent mailing address or using available skip-tracing tools to identify a new mailing address and/or an email address by which the potential Class Member may be reached, if an email already has not been sent.

26. JND uses industry-leading email solutions to achieve the most efficient email notification campaigns. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provides individualized support during the program and manages our sender reputation with the Internet Service Providers ("ISPs"). For each of our programs, we analyze the program's data and monitor the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensure the highest possible deliverability of the email campaign so that more potential Class Members receive notice.

27. Prior to emailing the Notice, JND will evaluate the email for potential spam language to improve deliverability. This process includes running the email through spam testing software, DKIM for sender identification and authorization, and hostname evaluation. Additionally, we will check the send domain against the 25 most common IPv4 blacklists.

28. For each email campaign, including this one, JND utilizes a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We will then clean the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

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before mail enters the mail stream.

29. To ensure readability of the email, our team will review and format the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

30. Additionally, JND included an "unsubscribe" link at the bottom of the email to allow Class Members to opt out of any additional email notices from JND. This step is essential to maintain JND's good reputation among the ISPs and reduce complaints relating to the email campaign.

31. Emails that are returned to JND are generally characterized as either "Soft Bounces" or "Hard Bounces." Hard Bounces are when the ISP rejects the email due to a permanent reason such as the email account is no longer active. Soft Bounces are when the email is rejected for temporary reasons, such as the recipient's email address inbox is full.

32. When an email is returned due to a soft bounce, JND attempts to re-email the email notice up to three additional times in an attempt to secure deliverability. The email is considered undeliverable if it is a Hard Bounce or a Soft Bounce that is returned after a third resend.

33. It is our understanding that the direct notice effort alone will reach a significant portion of Settlement Class Members.

DIGITAL NOTICE

34. To supplement the robust direct notice effort, JND designed a targeted digital effort. The Fisher Class digital effort consists of activity with two popular fishing industry sites and e-Newsletters (*National Fishermen* and *Fishermen's News*) and a targeted effort with the leading digital network (Google Display Network – "GDN") and the top two social media sites (Facebook and Instagram). The Property

and Water Tourism Class digital effort consists of a targeted campaign with GDN, Facebook, Instagram, and a top audio streaming platform (iHeart).

35. **Fisher Class Media Details**: More than 7.7 million digital impressions[3] and approximately 44,000 e-Newsletter sends will be served to those in the fishing industry. Digital ads will run for one month on www.NationalFisherman.com and www.FishermansNews.com and two digital placements will appear in *National Fisherman's* e-Newsletter and four will appear in *Fisherman's News* e-Newsletter for a total of six placements.[4] The GDN effort will target adults 25 years of age or older ("Adults 25+") in Los Angeles and Orange Counties on websites/apps with topics surrounding fishing, boats & watercraft and/or agriculture & forestry (Aquaculture). A portion of the impressions will be allocated towards Spanish language sites. The Facebook/Instagram activity will target Adults 25+ in Los Angeles and Orange Counties whose job titles include "Farming, Fishing and Forestry" and/or "Commercial Fisherman," as well as those with interests in National Ocean Service, National Oceanic and Atmospheric Administration.

36. **Property Class and Waterfront Tourism Class Media Details**: Approximately 8 million digital impressions will be served to Adults 25+ in Huntington Beach, Newport Beach, Dana Point, and Laguna via GDN, Facebook, and iHeart audio streaming. Specifically for the Property Class, a portion of the GDN effort will be allocated towards coastal zip codes, renters and/or homeowners, and Spanish language sites. A portion of the Facebook/Instagram activity will be allocated towards homeowners. The iHeart Media audio streaming effort will consist of 30-second audio spots with a portion allocated to Spanish language radio formats.

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[3] Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

[4] Industry media is limited in terms of availability. Publishers also have a right of refusal when it comes to ad placements. If industry media is unavailable or they do not accept our ad at the time of placement, JND will seek comparable alternatives.

Specifically for the Waterfront Tourism Class, a portion of the GDN effort will be allocated towards those users with an affinity for: beachbound travelers, water sports enthusiasts, boat & sailing enthusiasts, outdoor enthusiasts, city beach, surf shops, and water sports. A portion of the Facebook/Instagram activity will be allocated towards those interested in Southern California, Visit California, Beaches, Surfing, Paddle Boarding, Sealife Centers, Seaside Resort, work as an Aquatic Director or Specialist. The iHeart Media audio streaming effort will consist of 30-second audio spots with a portion allocated to those interested in travel/tourism and/or identify as outdoor enthusiasts, and a portion to Spanish language radio formats.

37. **Internet Search Effort**: Given that web browsers frequently default to a search engine page, search engines are a common source to get to a specific website (i.e., as opposed to typing the desired URL in the navigation bar). As a result, we propose an internet search effort to assist interested Class Members in finding the Settlement website. When purchased keywords related to this case are searched, a paid ad with a hyperlink to the Settlement website may appear on the search engine results page.

38. The digital ads will be served across all devices (desktop, laptop, tablet, and mobile), with an emphasis on mobile. The digital ads, attached as Exhibit K, will directly link the Settlement website, where Class Members can receive more information about the Settlement.

EARNED MEDIA

39. To further assist in getting "word of mouth" out about the Settlement, earned media, attached as Exhibit L, will be distributed at the start of the campaign to approximately 1,000 English and Spanish media outlets throughout California.

SETTLEMENT WEBSITE

40. An informational Settlement website will be established, enabling Class Members to receive more details about the litigation and Settlement. Class Members will be able to download the Fisher Class Long Form Class Notice in English, Spanish, Vietnamese, and Mandarin, the Real Property and Waterfront Tourism Long Form Notice, the Waterfront Tourism Class Claim Form, and other important court documents. In addition, Waterfront Tourism Class Members for whom a claims form is necessary will be able to file an electronic claim directly on the Settlement website.

TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS

41. JND will establish and maintain a toll-free Interactive Voice Recorded (IVR) telephone number for Class Members to call for information related to the Settlement. Class Members will also be able to leave a message for a return call. The telephone line will be available 24 hours a day, seven (7) days a week.

42. JND will also maintain a dedicated Post Office Box and email address where Class Members may send Waterfront Tourism Class claims and inquiries.

NOTICE DESIGN AND CONTENT

43. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices, as well as the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain easy-to-read summaries of the Settlement and instructions on how to obtain more information about the case.

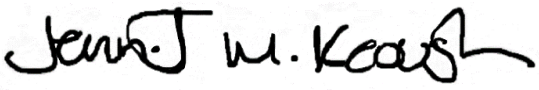
44. Courts routinely approve notices that have been written and designed in a similar manner. Indeed, a federal district court in the Central District of California recently approved a substantially similar notice and claims program involving real property and fisher settlement classes stemming from the Refugio oil spill in Santa Barbara. *Andrews v. Plains All American Pipeline, L.P.*, Case No. 2:15-cv-04113-PSG-JEMx (C.D. Cal.).

CONCLUSION

45. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23; and is consistent with other similar court-approved best notice practicable notice programs. The Notice Plan is designed to reach as many Class Members as possible and inform them about the Settlement and their rights and options.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 17, 2022 in Seattle, Washington.



JENNIFER KEOUGH

- EXHIBIT A -


JND
JND CLASS ACTION ADMINISTRATION CV
1.800.207.7160 | CA • MN • NY • WA | www.jndla.com

JND Legal Administration (JND) is the foremost administrator in the United States when it comes to handling large and complex class action matters. Our team comprises renowned leaders and veterans of the industry, and our systems and technology are built not just for functionality but also based on a strict adherence to information security and privacy best practices.

OVERVIEW

JND handles a broad spectrum of cases in the class action administration arena including matters involving antitrust, securities, consumers, automobiles, employment, human rights, ERISA, product defects, insurance, healthcare, TCPA and false advertising, among others.

We perform all services necessary for the successful implementation of class action administration starting with client consultation regarding settlement terms; design and implementation of notice programs, including direct mail, media plans and email notification; website development and deployment, including the ability to process on-line claims; mailroom intake services; telephone services, including through recorded messages and live operators; handling, review and processing of claims; data collection and database management; Qualified Settlement Fund management; building and testing calculation programs; determining payment awards; and distribution of settlement funds, through various payment methodologies including checks, PayPal, Venmo, debit cards and other means.

All JND systems and processes have been audited for compliance with applicable information security standards including HIPAA. We are SOC 2 certified every year.

JND's expertise is called upon in equal measure by the top plaintiff and defendant law firms in the Country, as well as by large corporate clients. JND is also routinely hired by important government agencies and is an approved vendor for both the United States Securities and Exchange Commission ("SEC") and the Federal Trade Commission ("FTC"). JND also works with the following other government agencies: EEOC, OCC, CFPB, FDIC, FCC, DOJ and DOL.

JND has been voted the #1 Administrator in the country by readers of at least one of the following publications every year of our existence: the *New York Law Journal*, the *Legal Times* and the *National Law Journal*.

JND is headquartered in Seattle Washington in a state-of-the-art 35,000 square foot facility including a 10,000 square foot mail-processing center and an in-house call center. We have more than 250 employees, not including call center personnel, located in four offices across the country – Seattle, Washington; New Hyde Park, New York; Minneapolis, Minnesota; and Los Angeles, California.

We have four different call centers across the United States that can accommodate 2,500 contact agent seats.

JND is backed by private Equity Firm Stone Point Capital and can tap into deep resources through its portfolio of companies.

Finally, JND offers several other business lines including: eDiscovery, which offers targeted discovery requests, highly secure cost-effective hosting, technology solutions, data analytics, corporate documentation, data recovery and email examination, evidence consultation, testimony and timeline generation; and mass tort, which offers intake, screening, and retention, medical record retrieval and review, plaintiff fact sheet preparation, claims and settlement administration, lien resolution and distribution.

PEOPLE

JND's Founders – Jennifer Keough, Neil Zola and David Isaac -- have some 80 years collective experience in class action and administration fields. All are trained lawyers, with Jennifer having worked for nationally recognized defense firm Perkins Coie, and Neil and David having worked on the plaintiff side at Wolf Haldenstein Adler Freeman & Herz in New York City. They have personally worked on some of the largest administrations in the United States including the $20 billion Gulf Coast Claims Facility, the $10^{+} billion Deepwater Horizon Gulf Oil Spill class action, the $6.15 billion WorldCom securities settlement, the $3.4 billion Cobell Indians settlement and the $2.67 billion Blue Cross Blue Shield antitrust settlement.

JND talent runs deep and includes many other officers with significant experience in class action administration, including, among others, the following:

1. Derek Dragotta

As JND's Vice President of Information Security, Derek is responsible for protecting the confidentiality, integrity, and availability of the organization's information, assets, and

systems. Derek oversees the development, implementation, and monitoring of the company's Information Security Program, including the policies, standards, procedures, and controls required to achieve corporate objectives.

Derek also provides oversight of JND's Incident Response, Disaster Recovery, and Business Continuity capabilities, as well as the provisioning of privacy and security awareness and training to the workforce.

He has worked on some of the largest settlements in the industry and, throughout his career, frequently collaborated with clients and auditors on a variety of assessments, including FISMA, SOX, HIPAA, PCI-DSS, and the AICPA's SOC II certification.

Derek is a member of the ISACA and ISC² professional organizations and holds the Certified Information Systems Security Professional (CISSP®) and Certified Information Security Manager (CISM®) certifications.

2. Gretchen Eoff

Based in JND's West Coast Headquarters, Gretchen Eoff is responsible for complex case oversight and supervision of high-profile JND matters. Among other important matters, Gretchen has played a major role in JND's handling of the $215 million USC Student Health Center Settlement and the JPMorgan Stable Value Fund Erisa Litigation Settlement. She has also overseen much of the operation for JND's landmark Equifax Data Breach Settlement administration.

Throughout her 12-year legal administration career, Gretchen has held critical operational roles in complex cases including the $1.425 billion Stryker Modular Hip Settlements, the $125 million Takata Individual Restitution Fund, the $500 million GM Ignition Compensation Claims Resolution Facility, and the $20 billion Gulf Coast Claims Facility, among many others.

Gretchen is admitted to practice law in Washington State. She earned her JD at the University of Denver College of Law where she was Managing Editor of the Denver University Law Review and interned for U.S. Magistrate Judge Craig B. Shaffer (Ret.) (U.S. District Court, District of Colorado). She also received a Masters of Public Administration from Seattle University, where she was named a Presidential Management Fellow, and a B.A. in Law, Societies and Justice from the University of Washington.

3. Shandy Garr

Shandy has administered thousands of cases and has worked on some of the largest and most complex settlements in history, including the $6.15 billion WorldCom securities litigation settlement and the $10+ billion Deepwater Horizon Economic class action settlement. In demonstration of her versatility and breadth of expertise, Shandy has advanced through many prominent senior management positions over the course of her class action administration career. During her 18-year tenure with another major provider in the legal services and claims administration space, she served as SVP of Communications and Diversity & Inclusion, VP of Securities, VP of Midwest Operations and VP of East Coast Operations.

Active in consumer rights advocacy and access to justice initiatives arenas, she is a former administrator for the National Association of Shareholder & Consumer Attorneys (NASCAT) and has been a Mobilization for Justice (MFJ) board member since 2016. Black Enterprise Magazine has named Shandy as an Executive to Watch, and Profiles in Diversity Journal recognized her with the Diversity Leader Award in 2018.

4. Gina Intrepido-Bowden

Gina Intrepido-Bowden is Vice President of JND Legal Administration. She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants in both the U.S. and international markets with notice in over 35 languages. Some notable cases in which Gina has been involved include the $2.67 billion Blue Cross Blue Shield Antitrust Settlement, the groundbreaking $1.9 billion Indian Residential Schools Settlement Agreement (IRSSA), the $1.1 billion Royal Ahold Securities Settlement, the $215 million USC Student Health Center Settlement, and the $60 million FTC Suboxone Antitrust Settlement.

Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating summa cum laude.

5. Matthew Potter

Matthew Potter is Senior Strategic Advisor for JND and responsible for helping drive the company's business development initiatives, sales and marketing strategy, and client relationship management.

As an accomplished leader in the legal administration industry, Matt brings nearly 20 years' experience to the design, implementation, and management of complex and time-sensitive projects including class action settlements, regulatory agency enforcement actions, and urgent communications such as data breach responses. During his career, Matt effectively managed a notable Attorney General settlement involving mortgage borrowers in virtually every state against financial institutions resulting in over 1,000 customer service representatives trained, over 1,000,000 claims processed, and over $1 billion distributed to eligible claimants.

6. Lorri Staal

As JND's Vice President of Operations, Lorri provides day-to-day oversight of the company's internal processes and high-profile matters. With more than 20 years of complex litigation and claims administration operations expertise, Lorri has overseen numerous matters involving securities and consumer class actions, financial remediations, and federal and state government administrations. A few notable matters include the $20 billion BP Oil Spill Gulf Coast Claims Facility, the $140 million Takata Airbag Tort Compensation administration, and the $50 billion Yukos Oil asset distribution,

Prior to her career in legal administration, Lorri was a practicing attorney, including at the global law firm Dechert, LLP, where she litigated complex cases for more than 10 years. Lorri was a featured speaker at the DRRT International Investor Global Loss Recovery in Frankfurt, Germany in 2018 and has authored several articles about administration issues.

Lorri earned her J.D. from Northwestern University Law School, where she was an editor for the Journal of Criminal Law and Criminology. She received her A.B. degree, cum laude, from Cornell University.

7. Darryl Thompson

As Chief Information Officer, Darryl is responsible for providing the vision and leadership for developing and implementing Information Technology initiatives at JND. Darryl oversees all IT staff and vendors and also initiates the planning and implementation of enterprise IT systems in order to most effectively enable all of JND's divisions to be successful.

Reporting directly to and working in unison with Jennifer Keough, President and Co-Founder of JND, Darryl ensures the IT organization is prioritizing initiatives and delivering secure, high value systems, infrastructure and technical support.

Prior to entering the Legal Administration realm, Darryl spent 12 years in Health Care IT, where he was the Managing Director of IT for Adaptis, a Health Care BPO that provided Systems, claims processing and administration services to insurance companies.

* * *

Bios of other key JND Executives and further information about our company can be found at www.JNDLA.com.

LANDMARK CASES

JND and its Founders have worked on some of the largest administrations in our Country's history, among the many thousands that we have handled. Below are details about ten of our most important matters. This list represents mostly recent cases because we believe that it is important to understand that the firm you are hiring still has the personnel that worked on these matters. Where we list matters that are more than five years old, it is only because they were worked on and supervised by JND Founders or other officers who are still with the company.

1. In re Blue Cross Blue Shield Antitrust Litig.

Master File No.: 2:13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the $2.67 billion Blue Cross Blue Shield proposed settlement. In approving the notice plan designed by Jennifer Keough, United States District Court Judge R. David Proctor, wrote:

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters… JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts…The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

2. In re Equifax Inc. Customer Data Sec. Breach Litig.

Master File No.: 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator for this complex data breach settlement valued at $1.3 billion with a class of 147 million individuals nationwide. JND handled all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)…JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

3. Allagas v. BP Solar Int'l, Inc.

Master File No.: 14-cv-00560 (N.D. Cal.)

Jennifer Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator ("ICA") supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. JND devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. The program included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. Honorable Susan Illston recognized the complexity of the settlement when appointing Ms. Keough as ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class's case on the

merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator ("ICA") as provided under the Settlement.

4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Jennifer Keough and Neil Zola worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Under our supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: "Oh, wow. Okay… the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members." Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

…that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class…. Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

5. Gulf Coast Claims Facility (GCCF)/In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010

No. 2179 (MDL) (E.D. La.)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which the JND Founders helped develop,

processed over one million claims and distributed more than $6 billion within the first year-and-a-half of its existence. As part of the GCCF, we coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. We also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. Jennifer Keough and Neil Zola built a brand new, 400,000 square foot, center in Hammond, Louisiana with over 200 employees, which handled all of the back-office mail and processing for this multi-billion dollar settlement program. The Hammond center, which was the hub of the program, was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

6. In re Mercedes-Benz Emissions Litig.

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this $700 million plus settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved the proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services:

The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)…JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.

7. In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.

No. 13-2441 (MDL) (D. Minn.)

Jennifer Keough and JND Vice President Gretchen Eoff ran the administration efforts for this $1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. The team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

8. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Jennifer Keough and David Isaac played key roles in administering this $600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

9. Loblaw Card Program

JND was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a $25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. JND's team: (1) built an interactive website that was capable of withstanding hundreds of millions of "hits" in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing

and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

10. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important $215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. JND designed a notice effort that included mailed and email notice to potential Class members, digital notices on Facebook, LinkedIn, and Twitter, an internet search effort, notice placements in USC publications/eNewsletters, and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. We ensured the establishment of an all-female call center, fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. JND staff also handled all lien resolution work for this case.

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER

JND | LEGAL ADMINISTRATION

I. INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration ("JND"). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the $20 billion Gulf Coast Claims Facility, $10 billion BP Deepwater Horizon Settlement, $3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), $3.05 billion VisaCheck/MasterMoney Antitrust Settlement, $2.67 billion Blue Cross Blue Shield antitrust settlement, $1.5 billion Mercedes-Benz Emissions Settlements; $1.3 billion Equifax Data Breach Settlement, $1 billion Stryker Modular Hip Settlement, $600 million Engle Smokers Trust Fund, $240 million Signet Securities Settlement, $215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND's Seattle headquarters, as well as other office locations around the country.

She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center logistics, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues, and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later, Ms. Keough was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th Annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, "5 Things I wish someone told me before I became a CEO," and a Moneyish article, "This is exactly how rampant 'imposter syndrome' is in the workforce." In 2018, she was featured in several Fierce CEO articles, "JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements," "Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top," and "Companies stand out with organizational excellence," as well as a Puget Sound Business Journal article, "JND Legal CEO Jennifer Keough handles law firms' big business." In 2013, Ms. Keough appeared in a CNN article, "What Changes with Women in the Boardroom."

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where

she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over $100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

II. LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

1. *Allagas v. BP Solar Int'l, Inc.*

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator ("ICA") supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case's administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

> *The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class's case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator ("ICA") as provided under the Settlement.*

2. *Chester v. The TJX Cos.*

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

> *...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.*

3. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision,

the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: "Oh, wow. Okay… the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members." Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

> *…that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class…. Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).*

4. *FTC v. Reckitt Benckiser Grp. PLC*

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this $50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

5. *Gulf Coast Claims Facility (GCCF)*

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than $6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

6. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this $1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

7. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed affected class members the ability to compare the claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency

notification process included mailing of deficiency letters, making follow-up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

8. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the $2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

> *After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters… JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts…The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.*

9. *In re Classmates.com*

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to

the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

> *The Court finds that the form of electronic notice… together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process…*

10. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at $1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

> *JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional*

supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

11. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

12. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough was appointed the class action settlement administrator for the $120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

> *The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.*
>
> *The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...*

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

> *The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*

13. *In re Mercedes-Benz Emissions Litig.*

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this $1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

> *The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)…JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.*

On July 12, 2021, the Court granted final approval of the settlement:

> *The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.*

14. *In re MyFord Touch Consumer Litig.*

No. 13-cv-3072 (EMC) (N.D. Cal.)

Ms. Keough was retained as the Notice Expert in this $17 million automotive settlement. Under her direction, the JND team created a multi-faceted website with a VIN # lookup function that provided thorough data on individual car repair history. To assure all of the data was safeguarded, JND hired a third-party to attempt to hack it, demonstrating our commitment to ensuring the security of all client and claimant data. Their attempts were unsuccessful.

In his December 17, 2019 final approval order Judge Edward M. Chen remarked on the positive reaction that the settlement received:

> *The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process… The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.*

15. *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by

Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

16. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this $1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

17. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this $600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

> *The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.*

18. *In re Washington Mut. Inc., Sec. Litig.*

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling $208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

19. *King v. Bumble Trading Inc*

No. 18-cv-06868-NC (N.D. Cal.)

Ms. Keough served as the notice expert in this $22.5 million settlement that alleged that Bumble's Terms & Conditions failed to notify subscribers nationwide of their legal right to cancel their Boost subscription and obtain a refund within three business days of purchase, and for certain users in California, that Bumble's auto-renewal practices violated California law.

JND received two files of class member data containing over 7.1 million records. Our team analyzed the data to identify duplicates and then we further analyzed the unique records, using programmatic techniques and manual review, to identify accounts that had identical information in an effort to prevent multiple

notices being sent to the same class member. Through this process, JND was able to reduce the number of records to less than 6.3 million contacts.

Approving the settlement on December 18, 2020, Judge Nathanael M. Cousins, acknowledged the high success of our notice efforts:

> *Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.*

20. *Linneman v. Vita-Mix Corp.*

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by Plaintiff Counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through data obtained from Vita-Mix and third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included: published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice; placements through Facebook/Instagram, Twitter, and Conversant; and paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class

members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

> *JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

21. *Loblaw Card Program*

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a $25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of "hits" in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

22. *McWilliams v. City of Long Beach*

No. BC261469 (Cal. Super. Ct.)

Ms. Keough and her team designed and implemented an extensive notice program for the City of Long Beach telephone tax refund settlement. In addition to sending direct notice to all addresses within the City of Long Beach utility

billing system and from its GIS provider, and to all registered businesses during the class period, JND implemented a robust media campaign that alone reached 88% of the Class. The media effort included leading English and Spanish magazines and newspapers, a digital effort, local cable television and radio, an internet search campaign, and a press release distributed in both English and Spanish. The 12% claims rate exceeded expectations.

Judge Maren E. Nelson acknowledged the program's effectiveness in her final approval order on October 30, 2018:

> *It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

23. *New Orleans Tax Assessor Project*

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant's historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

24. *USC Student Health Ctr. Settlement*

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important $215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters; and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

> *The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

25. *Williams v. Weyerhaeuser Co.*

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over $100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.

III. JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

1. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice… the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).

2. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)
No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court…The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

3. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021) No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic

media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

4. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)
No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration ("JND") as the Claims Administrator… JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13…Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

5. Judge Mark C. Scarsi

Patrick v. Volkswagen Grp. of Am., Inc., (September 18, 2021)
No. 19-cv-01908-MCS-ADS (C.D. Cal.):

The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

6. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021) No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

7. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021) No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator… The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

8. Judge Mark H.Cohen

Pinon v. Mercedes-Benz USA, LLC and Daimler AG, (March 29, 2021) No. 18-cv-3984 (N.D. Ga.):

The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the

best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class…This Court also approves the Postcard Notice, the Long Form Notice, the Reimbursement Claim Form, and the Qualified Future Repair Claim Form in substantially the form as attached as Exhibits B to E to the Declaration of Jennifer M. Keough Regarding Proposed Notice Plan.

9. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021) No. 18-cv-01897-DDD-NYW (D. Colo.):

The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021…The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)…The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

10. Honorable Virginia A. Phillips

Sonner v. Schwabe N. Am., Inc., (January 25, 2021) No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E).

During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

11. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

12. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

13. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)
No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.

14. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)
No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration…the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

15. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)
No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration ("JND") as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation…The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

16. Judge Steven W. Wilson

***Amador v Baca*,** (August 11, 2020)
No. 10-cv-1649 (C.D. Cal.):

Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.

17. Judge Stephanie M. Rose

***Swinton v. SquareTrade, Inc.*,** (April 14, 2020)
No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.

18. Judge Joan B. Gottschall

***In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods.*,** (January 3, 2020)
No. 14-cv-10318 (N.D. Ill.):

WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

19. Honorable Steven I. Locke

Donnenfield v. Petro, Inc., (December 4, 2019)
No. 17-cv-02310 (E.D.N.Y.):

WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

20. Honorable Amy D. Hogue

Trepte v. Bionaire, Inc., (November 5, 2019)
No. BC540110 (Cal. Super. Ct.):

The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

21. Judge Cormac J. Carney

In re ConAgra Foods Inc., (October 8, 2019)
No. 11-cv-05379-CJC-AGR (C.D. Cal.):

Following the Court's preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019, only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.

22. Judge Barbara Jacobs Rothstein

Wright v. Lyft, Inc., (May 29, 2019)
No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration ("JND"), an experienced claims administrator, undertook a robust notice program that was approved by this Court…

23. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)
No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator…The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

24. Honorable James Donato

In re Resistors Antitrust Litig., (May 2, 2019)
No. 15-cv-03820-JD (N.D. Cal.):

The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel's agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable

under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.

25. Honorable Leigh Martin May

Bankhead v. First Advantage Background Serv. Corp., (April 30, 2019)
No. 17-cv-02910-LMM-CCB (N.D. Ga.):

The Court appoints JND Legal Administration as Settlement Administrator… The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.

26. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (April 23, 2019)
No. 16-cv-6399 PKC (S.D.N.Y.):

The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the "Notices") attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120…The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto…the Court approves the retention of JND Legal Administration LLC ("JND") as the Notice Administrator.

27. Judge Cormac J. Carney

In re ConAgra Foods Inc, (April 4, 2019)
No. 11-cv-05379-CJC-AGR (C.D. Cal.):

The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator.

(Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal Administration appears to be well qualified to administer the claims in this case… The Court appoints JND Legal Administration as Settlement Administrator… JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)

28. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)
No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator…The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

29. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)
No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

30. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)
No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

31. Judge Maren E. Nelson

Granados v. Cnty. of Los Angeles, (October 30, 2018)
No. BC361470 (Cal. Super. Ct.):

JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

32. Judge Cheryl L. Pollak

Dover v. British Airways, PLC (UK), (October 9, 2018)
No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms…the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.

33. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)
No. 15-CV-1778-EJD (N.D. Cal.):

The Court appoints JND Legal Administration ("JND") to serve as the Settlement Administrator…The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

34. Judge Ann D. Montgomery

In re Wholesale Grocery Prod. Antitrust Litig., (November 16, 2017)
No. 9-md-2090 (ADM) (TNL) (D. Minn.):

Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.

35. Honorable David O. Carter

Hernandez v. Experian Info. Sols., Inc., (April 6, 2018)
No. 05-cv-1070 (C.D. Cal.):

The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of

Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately $6 million, or $2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

IV. CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
Aaland v. Contractors.com and One Planet Ops	19-2-242124 SEA	Wash. Super. Ct.
A.B. v. Regents of the Univ. of California	20-cv-09555-RGK-E	C.D. Cal.
Achziger v. IDS Prop. Cas. Ins.	14-cv-5445	W.D. Wash.
Adair v. Michigan Pain Specialist, PLLC	14-28156-NO	Mich. Cir.
Adkins v. EQT Prod. Co.	10-cv-00037-JPJ-PMS	W.D. Va.
Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.	18-cv-01897-DDD-NYW	D. Colo.
Ahmed v. HSBC Bank USA, NA	15-cv-2057-FMO-SPx	N.D. Ill.
Allagas v. BP Solar Int'l, Inc.	14-cv-00560 (SI)	N.D. Cal.
Amador v. Baca	10-cv-1649	C.D. Cal.
Amin v. Mercedes-Benz USA, LLC	17-cv-01701-AT	N.D. Ga.
Anger v. Accretive Health	14-cv-12864	E.D. Mich.
Arthur v. Sallie Mae, Inc.	10-cv-00198-JLR	W.D. Wash.
Atkins v. Nat'l. Gen. Ins. Co.	16-2-04728-4	Wash. Super. Ct.
Atl. Ambulance Corp. v. Cullum & Hitti	MRS-L-264-12	N.J. Super. Ct.
Avila v. LifeLock Inc.	15-cv-01398-SRB	D. Ariz.
Backer Law Firm, LLC v. Costco Wholesale Corp.	15-cv-327 (SRB)	W.D. Mo.
Baker v. Equity Residential Mgmt., LLC	18-cv-11175	D. Mass.
Bankhead v. First Advantage Background Servs. Corp.	17-cv-02910-LMM-CCB	N.D. Ga.
Barclays Dark Pool Sec. Litig.	14-cv-5797 (VM)	S.D.N.Y.
Barrios v. City of Chicago	15-cv-02648	N.D. Ill.
Beezley v. Fenix Parts, Inc.	17-cv-7896	N.D. Ill.
Belanger v. RoundPoint Mortg. Servicing	17-cv-23307-MGC	S.D. Fla.
Beltran v. InterExchange, Inc.	14-cv-3074	D. Colo.
BlackRock Core Bond Portfolio v. Wells Fargo	65687/2016	N.Y. Super. Ct.
Bland v. Premier Nutrition Corp.	RG19-002714	Cal. Super. Ct.
Blasi v. United Debt Serv., LLC	14-cv-0083	S.D. Ohio

CASE NAME	CASE NUMBER	LOCATION
Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions	17-cv-134	W.D. Okla.
Boskie v. Backgroundchecks.com	2019CP3200824	S.C. C.P.
Boyd v. RREM Inc., d/b/a Winston	2019-CH-02321	Ill. Cir. Ct.
Bradley v. Honecker Cowling LLP	18-cv-01929-CL	D. Or.
Brna v. Isle of Capri Casinos	17-cv-60144 (FAM)	S.D. Fla.
Browning v. Yahoo!	C04-01463 HRL	N.D. Cal.
Bruzek v. Husky Oil Operations Ltd.	18-cv-00697	W.D. Wis.
Careathers v. Red Bull N. Am., Inc.	13-cv-369 (KPF)	S.D.N.Y.
Carillo v. Wells Fargo Bank, N.A.	18-cv-03095	E.D.N.Y.
Carmack v. Amaya Inc.	16-cv-1884	D.N.J.
Cecil v. BP Am. Prod. Co.	16-cv-410 (RAW)	E.D. Okla.
Chamblee v. TerraForm Power, Inc.	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
Chester v. TJX Cos.	15-cv-1437 (ODW) (DTB)	C.D. Cal.
Chieftain Royalty Co. v. BP Am. Prod. Co.	18-cv-00054-JFH-JFJ	N.D. Okla.
Chieftain Royalty Co. v. Marathon Oil Co.	17-cv-334	E.D. Okla.
Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.	17-cv-00336-KEW	E.D. Okla.
Chieftain Royalty Co. v. SM Energy Co.	18-cv-01225-J	W.D. Okla.
Chieftain Royalty Co. v. XTO Energy, Inc.	11-cv-00029-KEW	E.D. Okla.
Christopher v. Residence Mut. Ins. Co.	CIVDS1711860	Cal. Super. Ct.
City of Los Angeles v. Bankrate, Inc.	14-cv-81323 (DMM)	S.D. Fla.
Cline v Sunoco, Inc.	17-cv-313-JAG	E.D. Okla.
Cline v. TouchTunes Music Corp.	14-CIV-4744 (LAK)	S.D.N.Y.
Cobell v. Salazar	96-cv-1285 (TFH)	D.D.C.
Common Ground Healthcare Coop. v. United States	17-877C	F.C.C.
Cooper Clark Found. v. Oxy USA	2017-CV-000003	D. Kan.
Corker v. Costco Wholesale Corp.	19-cv-00290-RSL	W.D. Wash.
Corona v. Sony Pictures Entm't Inc.	14–CV–09600–RGK–E	C.D. Cal.
Courtney v. Avid Tech., Inc.	13-cv-10686-WGY	D. Mass.
Dahy v. FedEx Ground Package Sys., Inc.	GD-17-015638	C.P. Pa.
Dargoltz v. Fashion Mkting & Merch. Grp.	2021-009781-CA-01	Fla. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
DASA Inv., Inc. v. EnerVest Operating LLC	18-cv-00083-SPS	E.D. Okla.
Davis v. Carfax, Inc.	CJ-04-1316L	D. Okla.
Davis v. State Farm Ins.	19-cv-466	W.D. Ky.
Davis v. Yelp Inc.	18-cv-00400-EMC	N.D. Cal.
DeFrees v. Kirkland and U.S. Aerospace, Inc.	CV 11-04574	C.D. Cal.
de Lacour v. Colgate-Palmolive Co.	16-cv-8364-KW	S.D.N.Y.
Delkener v. Cottage Health Sys.	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
DeMarco v. AvalonBay Communities, Inc.	15-cv-00628-JLL-JAD	D.N.J.
Deora v Nanthealth	17-cv-01825-TJH-MRWx	C.D. Cal.
Diel v Salal Credit Union	19-2-10266-7 KNT	Wash. Super. Ct.
Djoric v. Justin Brands, Inc.	BC574927	Cal. Super. Ct.
Doan v. CORT Furniture Rental Corp.	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
Doan v. State Farm Gen. Ins. Co.	1-08-cv-129264	Cal. Super. Ct.
Donnenfield v. Petro, Inc.	17-cv-02310	E.D.N.Y.
Dougherty v. Barrett Bus. Serv., Inc.	17-2-05619-1	Wash. Super. Ct.
Doughtery v. QuickSIUS, LLC	15-cv-06432-JHS	E.D. Pa.
Dover v. British Airways, PLC (UK)	12-cv-5567	E.D.N.Y.
Dwyer v. Snap Fitness, Inc.	17-cv-00455-MRB	S.D. Ohio
Edwards v. Arkansas Cancer Clinic, P.A.	35CV-18-1171	Ark. Cir. Ct.
Edwards v. Hearst Commc'ns., Inc.	15-cv-9279 (AT) (JLC)	S.D.N.Y.
Engquist v. City of Los Angeles	BC591331	Cal. Super. Ct.
Erica P. John Fund, Inc. v. Halliburton Co.	02-cv-1152	N.D. Tex.
Expedia Hotel Taxes & Fees Litig.	05-2-02060-1 (SEA)	Wash. Super. Ct.
Family Med. Pharmacy LLC v. Impax Labs., Inc.	17-cv-53	S.D. Ala.
Family Med. Pharmacy LLC v. Trxade Grp. Inc.	15-cv-00590-KD-B	S.D. Ala.
Farmer v. Bank of Am.	11-cv-00935-OLG	W.D. Tex.
Farris v. Carlinville Rehab and Health Care Ctr.	2019CH42	Ill. Cir. Ct.
Fielder v. Mechanics Bank	BC721391	Cal. Super. Ct.
Finerman v. Marriott Ownership Resorts, Inc.	14-cv-1154-J-32MCR	M.D. Fla.
Fishon v. Premier Nutrition Corp.	16-CV-06980-RS	N.D. Cal.
Fitzgerald v. Lime Rock Res.	CJ-2017-31	Okla. Dist. Ct.
Folweiler v. Am. Family Ins. Co.	16-2-16112-0	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
Fosbrink v. Area Wide Protective, Inc.	17-cv-1154-T-30CPT	M.D. Fla.
Franklin v. Equity Residential	651360/2016	N.Y. Super. Ct.
Fresno Cnty. Employees Ret. Assoc. v. comScore Inc.	16-cv-1820 (JGK)	S.D.N.Y.
Frost v. LG Elec. MobileComm U.S.A., Inc.	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
FTC v. Consumerinfo.com	SACV05-801 AHS (MLGx)	C.D. Cal.
FTC v. Reckitt Benckiser Grp. PLC	19CV00028	W.D. Va.
Gehrich v. Howe	37-2018-00041295-CU-SL-CTL	N.D. Ga.
Gonzalez v. Banner Bank	20-cv-05151-SAB	E.D. Wash.
Gonzalez-Tzita v. City of Los Angeles	16-cv-00194	C.D. Cal.
Gormley v. magicJack Vocaltec Ltd.	16-cv-1869	S.D.N.Y.
Graf v. Orbit Machining Co.	2020CH03280	Ill. Cir. Ct.
Gragg v. Orange Cab Co.	C12-0576RSL	W.D. Wash.
Granados v. Cnty. of Los Angeles	BC361470	Cal. Super., Ct.
Gudz v. Jemrock Realty Co., LLC	603555/2009	N.Y. Super. Ct.
Guevoura Fund Ltd. v. Sillerman	15-cv-07192-CM	S.D.N.Y.
Hahn v. Hanil Dev., Inc.	BC468669	Cal. Super. Ct.
Haines v. Washington Trust Bank	20-2-10459-1	Wash. Super. Ct.
Halperin v. YouFit Health Clubs	18-cv-61722-WPD	S.D. Fla.
Hanks v. Lincoln Life & Annuity Co. of New York	16-cv-6399 PKC	S.D.N.Y.
Harrington v. Wells Fargo Bank NA	19-cv-11180-RGS	D. Mass.
Harris v. Chevron U.S.A., Inc.	15-cv-00094	W.D. Okla.
Hawker v. Pekin Ins. Co.	20-cv-00830	S.D. Ohio
Hay Creek Royalties, LLC v. Roan Res. LLC	19-cv-00177-CVE-JFJ	N.D. Okla.
Health Republic Ins. Co. v. United States	16-259C	F.C.C.
Henry Price Trust v Plains Mkting	19-cv-00390-RAW	E.D. Okla.
Hernandez v. Experian Info. Sols., Inc.	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
Hernandez v. Wells Fargo Bank, N.A.	18-cv-07354	N.D. Cal.
Herrera v. Wells Fargo Bank, N.A.	18-cv-00332-JVS-MRW	C.D. Cal.
Hill v. Valli Produce of Evanston	2019CH13196	Ill. Cir. Ct.
Holmes v. LM Ins. Corp.	19-cv-00466	M.D. Tenn.
Holt v. Murphy Oil USA, Inc.	17-cv-911	N.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
Howell v. Checkr, Inc.	17-cv-4305	N.D. Cal.
Hoyte v. Gov't of D.C.	13-cv-00569	D.D.C.
Hufford v. Maxim Inc.	19-cv-04452-ALC-RWL	S.D.N.Y.
Huntzinger v. Suunto Oy	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
In re Air Cargo Shipping Servs. Antitrust Litig.	06-md-1775 (JG) (VVP)	E.D.N.Y.
In re Akorn, Inc. Sec. Litig.	15-c-1944	N.D. Ill.
In re Am. Express Fin. Advisors Sec. Litig.	04 Civ. 1773 (DAB)	S.D.N.Y.
In re AMR Corp. (Am. Airlines Bankr.)	1-15463 (SHL)	S.D.N.Y.
In re Auction Houses Antitrust Litig.	00-648 (LAK)	S.D.N.Y.
In re AudioEye, Inc. Sec. Litig.	15-cv-163 (DCB)	D. Ariz.
In re AXA Equitable Life Ins. Co. COI Litig.	16-cv-740	S.D.N.Y.
In re Banner Health Data Breach Litig.	16-cv-02696	D. Ariz.
In re Blue Cross Blue Shield Antitrust Litig.	13-CV-20000-RDP	N.D. Ala.
In re Bofl Holding, Inc. Sec. Litig.	15-cv-02324-GPC-KSC	S.D. Cal.
In re Broiler Chicken Antitrust Litig.	16-cv-08637	N.D. Ill.
In re Chaparral Energy, Inc.	20-11947 (MFW)	D. Del. Bankr.
In re Classmates.com	C09-45RAJ	W.D. Wash.
In re Cognizant Tech. Solutions Corp. Sec. Litig.	16-6509	D.N.J.
In re ConAgra Foods Inc.	11-cv-05379-CJC-AGR	C.D. Cal.
In re CRM Holdings, Ltd. Sec. Litig.	10-cv-00975-RPP	S.D.N.Y.
In re Equifax Inc. Customer Data Sec. Breach Litig.	17-md-2800-TWT	N.D. Ga.
In re Equifax Inc. Sec. Litig.	17-cv-03463-TWT	N.D. Ga.
In re General Motors LLC Ignition Switch Litig.	14-md-2543	S.D.N.Y.
*In re Glob. Tel*Link Corp. Litig.*	14-CV-5275	W.D. Ark.
In re GoPro, Inc. Shareholder Litig.	CIV537077	Cal. Super. Ct.
In re Guess Outlet Store Pricing	JCCP No. 4833	Cal. Super. Ct.
In re Helios and Matheson Analytics, Inc. Sec. Litig.	18-cv-06965JGK	S.D.N.Y.
In re Illumina, Inc. Sec. Litig.	16-cv-03044-L-MSB	S.D. Cal.
In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)	No. 21-MC-92	S.D.N.Y.
In re Intuit Data Litig.	15-CV-1778-EJD	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
In re J.P. Morgan Stable Value Fund ERISA Litig.	12-cv-02548-VSB	S.D.N.Y.
In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)	14-md-02542	S.D.N.Y.
In re Legacy Reserves LP Preferred Unitholder Litig.	2018-225 (JTL)	Del. Ch.
In re LIBOR-Based Fin. Instruments Antitrust Litig.	11-md-2262 (NRB)	S.D.N.Y.
In re Mercedes-Benz Emissions Litig.	16-cv-881 (KM) (ESK)	D.N.J.
In re MyFord Touch Consumer Litig.	13-cv-3072 (EMC)	N.D. Cal.
In re Mylan N.V. Sec. Litig	16-cv-07926-JPO	S.D.N.Y.
In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.	14-cv-10318	N.D. Ill.
In re Novo Nordisk Sec. Litig.	17-cv-00209-BRM-LHG	D.N.J.
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010	2179 (MDL)	E.D. La.
In re PHH Lender Placed Ins. Litig.	12-cv-1117 (NLH) (KMW)	D.N.J.
In re Pokémon Go Nuisance Litig.	16-cv-04300	N.D. Cal.
In re Polyurethane Foam Antitrust Litig.	10-md-196 (JZ)	N.D. Ohio
In re Pre-Filled Propane Tank Antitrust Litig.	14-md-02567	W.D. Mo.
In re Processed Egg Prod. Antitrust Litig.	08-MD-02002	E.D. Pa.
In re Resideo Tech., Inc. Sec. Litig.	19-cv-02863	D. Minn.
In re Resistors Antitrust Litig.	15-cv-03820-JD	N.D. Cal.
In re Rev Grp., Inc. Sec. Litig.	18-cv-1268-LA	E.D. Wis.
In re Rockwell Med. Inc. Stockholder Derivative Litig.	19-cv-02373	E.D. N.Y.
In re Saks Inc. Shareholder Litig.	652724/2013	N.Y. Super. Ct.
In re Sheridan Holding Co. I, LLC	20-31884 (DRJ)	Bankr. S.D. Tex.
In re Signet Jewelers Ltd, Sec. Litig.	16-cv-06728-CM-SDA	S.D.N.Y.
In re Snap Inc. Sec. Litig.	17-cv-03679-SVW-AGR	C.D. Cal.
In re Spectrum Brand Sec. Litig.	19-cv-347-JDP	W.D. Wis.
In re Stellantis N.V. v. Sec. Litig.	19-CV-6770 (EK) (MMH)	E.D.N.Y.
In re Stericycle, Inc. Sec. Litig.	16-cv-07145	N.D. Ill.
In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.	13-md-2441	D. Minn.
In re Tenet Healthcare Corp. Sec.	CV-02-8462-RSWL (Rzx)	C.D. Cal.
In re Tesla Inc. Sec. Litig.	18-cv-04865-EMC	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
In re The Engle Trust Fund	94-08273 CA 22	Fla. 11th Cir. Ct.
In re Ubiquiti Networks Sec. Litig.	18-cv-01620 (VM)	S.D.N.Y.
In re Unilife Corp. Sec. Litig.	16-cv-3976 (RA)	S.D.N.Y.
In re Vale S.A. Sec. Litig.	15 Civ. 09539 (GHW)	S.D.N.Y.
In re Washington Mut. Inc. Sec. Litig.	8-md-1919 (MJP)	W.D. Wash.
In re Webloyalty.com, Inc. Mktg. & Sales Practices Litig.	06-11620-JLT	D. Mass.
In re Wholesale Grocery Prod. Antitrust Litig.	9-md-2090 (ADM) (TNL)	D. Minn.
In re Williams Sec. Litig.	02-CV-72-SPF (FHM)	N.D. Okla.
In re Yahoo! Inc. Sec. Litig.	17-cv-373	N.D. Cal.
Jerome v. Elan 99, LLC	2018-02263	Tx. Dist. Ct.
Jet Capital Master Fund L.P. v. HRG Grp. Inc.	21-cv-552-jdp	W.D. Wis.
Jeter v. Bullseye Energy, Inc.	12-cv-411 (TCK) (PJC)	N.D. Okla.
Johnson v. Hyundai Capital Am.	BC565263	Cal. Super. Ct.
Johnson v. MGM Holdings, Inc.	17-cv-00541	W.D. Wash.
Johnston v. Camino Natural Res., LLC	19-cv-02742-CMA-SKC	D. Colo.
Jordan v. WP Co. LLC, d/b/a The Washington Post	20-cv-05218	N.D. Cal.
Kennedy v. McCarthy	16-cv-2010-CSH	D. Conn.
Kent v. R.L. Vallee, Inc.	617-6-15	D. Vt.
Kernen v. Casillas Operating LLC	18-cv-00107-JD	W.D. Okla.
Khona v. Subaru of Am., Inc.	19-cv-09323-RMB-AMD	D.N.J.
King v. Bumble Trading Inc.	18-cv-06868-NC	N.D. Cal.
Kissel v. Code 42 Software Inc.	15-1936 (JLS) (KES)	C.D. Cal.
Kokoszki v. Playboy Enter., Inc.	19-cv-10302	E.D. Mich.
Komesar v. City of Pasadena	BC 677632	Cal. Super. Ct.
Kommer v. Ford Motor Co.	17-cv-00296-LEK-DJS	N.D.N.Y.
Konecky v Allstate	CV-17-10-M-DWM	D. Mont.
Krueger v. Ameriprise Fin., Inc.	11-cv-02781 (SRN/JSM)	D. Minn.
Lambert v. Navy Fed. Credit Union	19-cv-00103-LO-MSN	E.D. Va.
Langan v. Johnson & Johnson Consumer Co.	13-cv-01471	D. Conn.
Larson v. Allina Health Sys.	17-cv-03835	D. Minn.
Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.	CGC-15-547520	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
Levy v. Dolgencorp, LLC	20-cv-01037-TJC-MCR	M.D. Fla.
Linderman v. City of Los Angeles	BC650785	Cal. Super. Ct.
Linkwell Corp. Sec. Litig.	16-cv-62506	S.D. Fla.
Linneman v. Vita-Mix Corp.	15-cv-748	S.D. Ohio
Lion Biotechnologies Sec. Litig.	17-cv-02086-SI	N.D. Cal.
Liotta v. Wolford Boutiques, LLC	16-cv-4634	N.D. Ga.
Lippert v. Baldwin	10-cv-4603	N.D. Ill.
Lloyd v. CVB Fin. Corp.	10-cv-6256 (CAS)	C.D. Cal.
Loblaw Card Program	Remediation Program	
Lord Abbett Affiliated Fund, Inc. v. Navient Corp.	16-cv-112	D. Del.
Mabrey v. Autovest	CGC-18-566617	Cal. Super. Ct.
Machado v. Endurance Int'l Grp. Holdings Inc.	15-cv-11775-GAO	D. Mass.
Macias v. Los Angeles County Dept. of Water and Power	BC594049	Cal. Super. Ct.
Malin v. Ambry Gentics Corp.	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
Malone v. Western Digital Corp.	20-cv-03584-NC	N.D. Cal.
Marical v. Boeing Employees' Credit Union	19-2-20417-6	Wash. Super. Ct.
Martinelli v. Johnson & Johnson	15-cv-01733-MCE-DB	E.D. Cal.
McClellan v. Chase Home Fin.	12-cv-01331-JGB-JEM	C.D. Cal.
McClintock v. Continuum Producer Serv., LLC	17-cv-00259-JAG	E.D. Okla.
McClintock v Enter.	16-cv-00136-KEW	E.D. Okla.
McGann v. Schnuck Markets Inc.	1322-CC00800	Mo. Cir. Ct.
McGraw v. Geico Gen. Ins. Co.	15-2-07829-7	Wash. Super. Ct.
McKibben v. McMahon	14-2171 (JGB) (SP)	C.D. Cal.
McKnight Realty Co. v. Bravo Arkoma, LLC	17-CIV-308 (KEW)	E.D. Okla.
McNeill v. Citation Oil & Gas Corp.	17-CIV-121 (KEW)	E.D. Okla.
McWilliams v. City of Long Beach	BC361469	Cal. Super. Ct.
Messner v. Cambridge Real Estate Servs., Inc.	19CV28815	Or. Cir. Ct.
Mild v. PPG Indus., Inc.	18-cv-04231	C.D. Cal.
Miller Revocable Trust v DCP Operating Co., LP	18-cv-00199-JH	E.D. Okla.
Miller v. Carrington Mortg. Serv., LLC	19-cv-00016-JDL	D. Me.
Miller v. Guenther Mgmt. LLC	20-2-02604-32	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
Miller v. Mut. of Enumclaw Ins. Co.	19-2-12357-1	Wash. Super. Ct.
Milstead v. Robert Fiance Beauty Sch., Inc.	CAM-L-328-16	N.J. Super. Ct.
Moeller v. Advance Magazine Publishers, Inc.	15-cv-05671 (NRB)	S.D.N.Y.
Mojica v. Securus Techs., Inc.	14-cv-5258	W.D. Ark.
Molnar v. 1-800-Flowers Retail, Inc.	BC 382828	Cal. Super. Ct.
Monteleone v. Nutro Co.	14-cv-00801-ES-JAD	D.N.J.
Moodie v. Maxim HealthCare Servs.	14-cv-03471-FMO-AS	C.D. Cal.
Muir v. Early Warning Servs., LLC	16-cv-00521	D.N.J.
Murphy v. Precision Castparts Corp.	16-cv-00521-sb	D. Or.
Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.	12-3824	E.D. Pa.
Nasseri v. Cytosport, Inc.	BC439181	Cal. Super. Ct.
Nesbitt v. Postmates, Inc.	CGC-15-547146	Cal. Super. Ct.
New Orleans Tax Assessor Project	Tax Assessment Program	
New York v. Steven Croman	450545/2016	N.Y. Super. Ct.
NMPA Late Fee Program Grps. I-IVA	Remediation Program	CRB
Noble v. Northland	UWY-CV-16-6033559-S	Conn. Super. Ct.
Novoa v. The GEO Grp., Inc.	17-cv-02514-JGB-SHK	C.D. Cal.
Nozzi v. Housing Auth. of the City of Los Angeles	CV 07-0380 PA (FFMx)	C.D. Cal.
Nwabueza v. AT&T	C 09-01529 SI	N.D. Cal.
Nwauzor v. GEO Grp., Inc.	17-cv-05769	W.D. Wash.
O'Donnell v. Fin. Am. Life Ins. Co.	14-cv-01071	S.D. Ohio
Ollila v. Babcock & Wilcox Enter., Inc.	17-cv-00109	W.D.N.C.
Ostendorf v. Grange Indem. Ins. Co.	19-cv-01147-ALM-KAJ	S.D. Ohio
Paetzold v. Metro. Dist. Comm'n	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
Paggos v. Resonant, Inc.	15-cv-01970-SJO	C.D. Cal.
Palazzolo v. Fiat Chrysler Auto. NV	16-cv-12803	E.D. Mich.
Palmer v City of Anaheim	30-2017-00938646	Cal. Super. Ct.
Parker v. Time Warner Entm't Co.	239 F.R.D. 318	E.D.N.Y.
Parker v. Universal Pictures	16-cv-1193-CEM-DCI	M.D. Fla.
Parmelee v. Santander Consumer USA Holdings Inc.	16-cv-783-K	N.D. Tex.
Patrick v. Volkswagen Grp. of Am., Inc.	19-cv-01908-MCS-ADS	C.D. Cal.
Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.	19-cv-00514-JFH-JFJ	N.D. Okla.

CASE NAME	CASE NUMBER	LOCATION
Pearlstein v. BlackBerry Ltd.	13-cv-7060	S.D.N.Y.
Pemberton v. Nationstar Mortg. LLC	14-cv-1024-BAS (MSB)	S.D. Cal.
Pena v. Wells Fargo Bank	19-cv-04065-MMC-TSH	N.D. Cal.
Perez v. DIRECTV	16-cv-01440-JLS-DFM	C.D. Cal.
Perez v. Wells Fargo Co.	17-cv-00454-MMC	N.D. Cal.
Perrigo Sec. Litig.	16-CV-2805-MCA-LDW	D.N.J.
Peterson v. Apria Healthcare Grp., Inc.	19-cv-00856	M.D. Fla.
Petersen v. Costco Wholesale Co.	13-cv-01292-DOC-JCG	C.D. Cal.
Phillips v. Hobby Lobby Stores, Inc.	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
Pierce v Anthem Ins. Cos.	15-cv-00562-TWP-TAB	S. D. Ind.
Pine Manor Investors v. FPI Mgmt., Inc.	34-2018-00237315	Cal. Super. Ct.
Pinon v. Mercedes-Benz USA, LLC and Daimler AG	18-cv-3984	N.D. Ga.
Plymouth Cnty. Ret. Sys. v. GTT Commc'n, Inc.	19-cv-00982-CMH-MSN	E.D. Va.
Podawiltz v. Swisher Int'l, Inc.	16CV27621	Or. Cir. Ct.
Prause v. TechnipFMC PLC	7-cv-2368	S.D. Tex.
Press v. J. Crew Grp., Inc.	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
Purcell v. United Propane Gas, Inc.	14-CI-729	Ky. 2nd Cir.
Quezada v. ArbiterSports, LLC	20-cv-05193-TJS	E.D. Pa.
Raider v. Archon Corp.	A-15-712113-B	D. Nev.
Ramos v. Hopele of Fort Lauderdale, LLC	17-cv-62100	S.D. Fla.
Rayburn v. Santander Consumer USA, Inc.	18-cv-1534	S.D. Ohio
RCC, P.S. v. Unigard Ins. Co.	19-2-17085-9	Wash. Super. Ct.
Reirdon v. Cimarex Energy Co.	16-CIV-113 (KEW)	E.D. Okla.
Reirdon v. XTO Energy Inc.	16-cv-00087-KEW	E.D. Okla.
Rhea v. Apache Corp.	14-cv-00433-JH	E.D. Okla.
Rice v. Insync	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
Rice-Redding v. Nationwide Mut. Ins. Co.	18-cv-01203	N.D. Ga.
Rich v. EOS Fitness Brands, LLC	RIC1508918	Cal. Super. Ct.
Rick Nelson Co. v. Sony Music Ent.	18-cv-08791	S.D.N.Y.
Rocchio v. Rutgers, The State Univ. of New Jersey	MID-L-003039-20	N.J. Super. Ct.
Rollo v. Universal Prop. & Cas. Ins.	2018-027720-CA-01	Fla. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
Rosado v. Barry Univ., Inc.	20-cv-21813	S.D. Fla.
Rose v Array Biopharma Inc.	17cv2789	D. Colo.
Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.	16-cv-62942	S.D. Fla.
Routh v. SEIU Healthcare 775NW	14-cv-00200	W.D. Wash.
Ruppel v. Consumers Union of United States, Inc.	16-cv-2444 (KMK)	S.D.N.Y.
Russett v. Nw. Mut. Life Ins. Co.,	19-cv-07414-KMK	S.D.N.Y.
Saccoccio v. JP Morgan Chase	13-cv-21107	S.D. Fla.
Salgado v. UPMC Jameson	30008-18	C.P. Pa.
San Antonio Fire & Police Pension Fund v. Dole Food Co.	15-cv-1140 (LPS)	E.D. Del.
Sanchez v. Centene Corp.	17-cv-00806-AGF	E.D. Mo.
Sanders v. Glob. Research Acquisition, LLC	18-cv-00555	M.D. Fla.
Sandoval v. Merlex Stucco Inc.	BC619322	Cal. Super. Ct.
Santa Barbara Channelkeeper v. State Water Res. Control Bd.	37-2020-00005776	Cal. Super. Ct.
Schlesinger v. Ticketmaster	BC304565	Cal. Super. Ct.
Schulte v. Liberty Ins. Corp.	19-cv-00026	S.D. Ohio
Schwartz v. Intimacy in New York, LLC	13-cv-5735 (PGG)	S.D.N.Y.
Schwartz v. Opus Bank	16-cv-7991 (AB) (JPR)	C.D. Cal.
SEB Inv. Mgmt. AB v. Endo Int'l PLC	17-cv-3711-TJS	E.D. Pa.
SEC v. Brian Lines, Fair Fund	07-cv-11387 (DLC)	S.D.N.Y
SEC v. Henry Ford and Fallcatcher, Inc.	19-cv-02214-PD	E.D. Pa.
Seegert v. P.F. Chang's China Bistro	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
Shah v Zimmer Biomet Holdings, Inc.	16-cv-00815-PPS-MGG	N.D. Ind.
Sidibe v. Sutter Health	12-cv-4854-LB	N.D. Cal.
Smith v. Pulte Home Corp.	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
Snap Derivative Settlement	18STCV09365; BC720152; 19STCV08413	Cal. Super. Ct.
Soderstrom v. MSP Crossroads Apartments LLC	16-cv-233 (ADM) (KMM)	D. Minn.
Solberg v. Victim Serv., Inc.	14-cv-05266-VC	N.D. Cal.
Sonner v. Schwabe N. Am., Inc.	15-cv-01358 VAP (SPx)	C.D. Cal.
Speed v. JMA Energy Co., LLC	CJ-2016-59	Okla. Dist. Ct.

CASE NAME	CASE NUMBER	LOCATION
Staats v. City of Palo Alto	2015-1-CV-284956	Cal. Super. Ct.
Stanley v. Capri Training Ctr.	ESX-L-1182-16	N.J. Super. Ct.
Steele v. PayPal, Inc.	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
Stein v. Eagle Bancorp, Inc.	19-cv-06873-LGS	S.D.N.Y.
Steinberg v. Opko Health, Inc.	18-cv-23786-JEM	S.D. Fla.
Stewart v. Early Warning Serv., LLC	18-cv-3277	D.N.J.
Stier v. PEMCO Mut. Ins. Co.	18-2-08153-5	Wash. Super. Ct.
Stillman v. Clermont York Assocs. LLC	603557/09E	N.Y. Super. Ct.
Strickland v. Carrington Mortg. Servs., LLC	16-cv-25237	S.D. Fla.
Strougo v. Lannett Co.	18-cv-3635	E.D. Pa.
Stuart v. State Farm Fire & Cas. Co.	14-cv-04001	W.D. Ark.
Sudunagunta v. NantKwest, Inc.	16-cv-01947-MWF-JEM	C.D. Cal.
Sullivan v Wenner Media LLC	16–cv–00960–JTN–ESC	W.D. Mich.
Swafford v. Ovintiv Exploration Inc.	21-cv-00210-SPS	E.D. Okla.
Swetz v. GSK Consumer Health, Inc.	20-cv-04731	S.D.N.Y.
Swinton v. SquareTrade, Inc.	18-CV-00144-SMR-SBJ	S.D. Iowa
Terrell v. Costco Wholesale Corp.	16-2-19140-1-SEA	Wash. Super. Ct.
Tile Shop Stockholders Litig.	2019-0892-SG	Del. Ch.
Timberlake v. Fusione, Inc.	BC 616783	Cal. Super. Ct.
Tkachyk v. Traveler's Ins.	16-28-m (DLC)	D. Mont.
T-Mobile Remediation Program	Remediation Program	
Townes, IV v. Trans Union, LLC	04-1488-JJF	D. Del.
Townsend v. G2 Secure Staff	18STCV04429	Cal. Super. Ct.
Trepte v. Bionaire, Inc.	BC540110	Cal. Super. Ct.
Tyus v. Gen. Info. Sols. LLC	2017CP3201389	S.C. C.P.
Udeen v. Subaru of Am., Inc.	10-md-196 (JZ)	D.N.J.
United States v. City of Austin	14-cv-00533-LY	W.D. Tex.
United States v. City of Chicago	16-c-1969	N.D. Ill.
United States v. Greyhound Lines, Inc.	16-67-RGA	D. Del.
USC Student Health Ctr. Settlement	18-cv-04258-SVW	C.D. Cal.
Van Jacobs v. New World Van Lines, Inc.	2019CH02619	Ill. Cir. Ct.
Vasquez v. Libre by Nexus, Inc.	17-cv-00755-CW	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
Vassalle v. Midland Funding LLC	11-cv-00096	N.D. Ohio
Viesse v. Saar's Inc.	17-2-7783-6 (SEA)	Wash. Super. Ct.
Wahl v. Yahoo! Inc.	17-cv-2745 (BLF)	N.D. Cal.
Watson v. Checkr, Inc.	19-CV-03396-EMC	N.D. Cal.
Weimar v. Geico Advantage Ins. Co.	19-cv-2698-JTF-tmp	W.D. Tenn.
WellCare Sec. Litig.	07-cv-01940-VMC-EAJ	M.D. Fla.
White Family Minerals, LLC v. EOG Res., Inc.	19-cv-409-KEW	E.D. Okla.
Williams v. Children's Mercy Hosp.	1816-CV 17350	Mo. Cir. Ct.
Williams v. Weyerhaeuser Co.	995787	Cal. Super. Ct.
Wills v. Starbucks Corp.	17-cv-03654	N.D. Ga.
Wilner v. Leopold & Assoc,	15-cv-09374-PED	S.D.N.Y.
Wilson v. LSB Indus., Inc	15-cv-07614-RA-GWG	S.D.N.Y.
Wornicki v. Brokerpriceopinion.com, Inc.	13-cv-03258 (PAB) (KMT)	D. Colo.
Wright v. Lyft, Inc.	14-cv-00421-BJR	W.D. Wash.
Wright v. Southern New Hampshire Univ.	20-cv-00609	D.N.H.
Yamagata v. Reckitt Benckiser, LLC	17-cv-03529-CV	N.D. Cal.
Yates v. Checkers	17-cv-09219	N.D. Ill.
Yeske v. Macoupin Energy	2017-L-24	Ill. Cir. Ct.

- EXHIBIT B -

If you are a Commercial Fisher or Fish Processor affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.

Para una notificación en español, visite: www.OCOilSpillSettlement.com
Để nhận thông báo tiếng Việt, vui lòng truy cập: www.OCOilSpillSettlement.com
如需中文通知，请访问：www.OCOilSpillSettlement.com

- A proposed Settlement has been reached in the class action called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.) involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill").
- Plaintiffs allege that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (collectively "Amplify" or "the Amplify Defendants") have responsibility for the Oil Spill that caused damage to commercial fishers and processors, coastal real property, and certain waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill, and failed to alert Amplify of the incident. Both Plaintiffs and Amplify have also sued the ships.
- **The Settlement was reached with Amplify only.** The Settlement does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action," which is also pending in the Central District of California before Judge Carter. **The Fisher Class claims against the ships are ongoing and not affected by this Settlement with Amplify.**
- The Settlement will pay $50 million to create settlement funds, $34 million of which will be used for the Fisher Class Settlement Fund. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Individual payments cannot be estimated at this time. If you received a notice for Fisher Class Members in the mail, you do not have to do anything in order to receive payment—if the Court grants final approval to the Settlement, a check will be mailed to you. In addition to the monetary benefits of the Settlement, the Settlement provides that Amplify will also take steps to help prevent future oil spills.
- You are a Fisher Class Member if you are (1) a person or business who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021; or (2) a person or business who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE FISHER CLASS.

Questions? Please call 1-xxx-xxx-xxx or visit www.OCOilSpillSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS		
DO NOTHING AND RECEIVE A PAYMENT	• Automatically receive a payment from the Settlement • Be bound by the Settlement	
EXCLUDE YOURSELF ("OPT-OUT")	• Receive no payment from the Settlement • Keep your right to sue the Amplify Defendants over the claims resolved by the Settlement	Postmarked on or before **Month x, 202x**
OBJECT	• Tell the Court what you do not like about the Settlement • You will still be bound by the Settlement and you will still receive your payment	Served/Filed no later than **Month x, 202x**

- This Notice explains your rights and options **and the deadlines to exercise them**.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be automatically distributed to all qualifying Class Members only if the Court approves the Settlement and after potential appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about the proposed Settlement and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing ("Final Approval Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement between the certified Fisher Class and the Amplify Defendants.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Fisher Class Representatives are Donald C. Brockman, individually and as trustee of the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the Heidi M. Jacques Trust, John Crowe, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc. Additional Plaintiffs serve as Class Representatives to represent the Property and Waterfront Tourism Classes. As explained above, Defendants in the lawsuit include Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify" or the "Amplify Defendants").

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify's P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that Amplify, the company operating the pipeline, has responsibility for the oil spill that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. **Plaintiffs' claims against the ships, including on behalf of the Fisher Class, are ongoing and are not affected by this Settlement with Amplify.**

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Amplify are right. Instead, both sides agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Class?

The Fisher Class includes:

- all persons or businesses who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021; as well as
- those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

Excluded from the Fisher Class are:

- the Amplify Defendants, any entity or division in which the Amplify Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- businesses that contract directly with the Amplify Defendants for use of the Pipeline;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all opt-outs.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Fisher Class Settlement, if approved, will result in the creation of a cash settlement fund of $34 million (the "Fisher Class Settlement Amount"). The Fisher Class Settlement Amount, together with any interest earned thereon, is the "Fisher Class Common Fund."

The Fisher Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Fisher Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

Importantly, the Settlement also provides for injunctive relief in addition to money for eligible Class Members. This means that, if the Settlement is approved, Amplify will also take steps to help prevent future oil spills, which are explained in detail at www.OCOilSpillSettlement.com.

7. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fees and Costs Award up to $8.5 million (or 25% of the Settlement) plus expenses, to be paid from the Fisher Class Common Fund. Class Counsel will also ask the Court to award up to $10,000 to each of the six Fisher Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Fisher Class in achieving this Settlement.

The Court may award less than the amount requested by Class Counsel. Any amount awarded to Class Counsel or Class Representatives will be paid out of the Fisher Class Common Fund. Class Counsel will file their motion for attorneys' fees and expenses no later than Month x, 202x and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

8. How will I find out how much money I am personally getting?

Class Counsel will submit the proposed Plan of Distribution to the Court by Month x, 202x and post it at www.OCOilSpillSettlement.com.

The Plan of Distribution is based upon the *pro rata* share and value of catch attributable to each vessel and each fishing license, based on landing records obtained from the California Department of Fish and Wildlife. The Fisher Class Common Fund will be distributed among the Fisher Class Members proportionately, based on these landing records. The Plan also provides for the distribution of the Fisher Class Common Fund to fish processor Class Members based on the proportional share and value of fish purchased by each processor, based upon CDFW landing records.

9. How can I get a payment?

If the Settlement is approved by the Court, members of the Fisher Class will be sent checks automatically and will not have to file claims to receive settlement payments.

10. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if it is appealed. If the Settlement is approved, you might not get money because you might not be a Class Member.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the Litigation?

The Court has appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP ("Interim Settlement Class Counsel") to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Lexi J. Hazam
LIEFF CABRASER HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Amplify Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—or it is sometimes referred to as "opting out" of the Settlement.

13. How do I exclude myself from the Settlement?

To exclude yourself (or "opt out") from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Amplify and the other Released Parties about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Amplify and the other Released Parties about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Amplify Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Amplify for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

The Settlement does not affect your rights against the ship defendants, and claims against them on behalf of a Fisher Class are continuing.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with Amplify in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE.

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as fish landing records;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- Identify all class action settlements by name, date, and court to which you have previously objected;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Amplify Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023**.

<table>
<tr><th>Interim Settlement Class Counsel</th><th>Counsel for the Amplify Defendants</th></tr>
<tr><td rowspan="3">Lexi J. Hazam
LIEFF CABRASER HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888</td><td>Daniel T. Donovan
KIRKLAND & ELLIS
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 389-5174</td></tr>
<tr><th>The Court</th></tr>
<tr><td>Clerk of the Court
United States District Court for the Central District of California
First Street Courthouse
350 West 1st Street,
Los Angeles, California 90012-4565</td></tr>
</table>

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement with Amplify. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

18. What are my rights and obligations under the Settlement?

If you are a Fisher Class Member and you do not exclude yourself from the Settlement with Amplify, you will automatically receive Settlement benefits, and you will be bound by the terms of the Settlement upon final approval by the Court.

19. What claims will be released by the Settlement?

If the Settlement with Amplify is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released relinquished and discharged the Amplify Defendants and related Released Parties from any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident, including any claims under OPA. The specific claims you are giving up against the Amplify Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

FINAL APPROVAL HEARING

20. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, ##, ADDRESS. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

22. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box xxx, Seattle, WA 98111, email at info@OCOilSpillSettlement.com or call 1-xxx-xxx-xxxx.

PLEASE DO NOT CONTACT THE COURT

DATED: MONTH X, 202X

BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

2466416.6

- EXHIBIT C -

If you owned or leased coastal real property affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in the class action called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.) involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill").
- Plaintiffs allege that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (collectively "Amplify" or "the Amplify Defendants") have responsibility for the Oil Spill that caused damage to commercial fishers and processors, coastal real property, and certain waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill, and failed to alert Amplify of the incident. Both Plaintiffs and Amplify have also sued the ships.
- **The Settlement was reached with Amplify only.** The Settlement does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice,* No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action," which is also pending in the Central District of California before Judge Carter. **The Property Class claims against the ships are ongoing and not affected by this Settlement with Amplify.**
- The Settlement will pay $50 million to create settlement funds, $9 million of which will be used for the Property Class Settlement Fund. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. If you received a notice for Property Class Members in the mail, you do not have to do anything in order to receive payment—if the Court grants final approval to the Settlement, a check will be mailed to you. In addition to the monetary benefits of the Settlement, the Settlement provides that Amplify will also take steps to help prevent future oil spills.
- You are a Property Class Member if you owned or leased, between October 2, 2021, and December 31, 2021, residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE PROPERTY CLASS.

YOUR LEGAL RIGHTS AND OPTIONS		
DO NOTHING AND RECEIVE A PAYMENT	• Automatically receive a payment from the Settlement • Be bound by the Settlement	
EXCLUDE YOURSELF ("OPT-OUT")	• Receive no payment from the Settlement • Keep your right to sue the Amplify Defendants over the claims resolved by the Settlement	Postmarked on or before **Month x, 202x**
OBJECT	• Tell the Court what you do not like about the Settlement • You will still be bound by the Settlement and you will still receive your payment	Served/Filed no later than **Month x, 202x**

- This Notice explains your rights and options **and the deadlines to exercise them**.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be automatically distributed to all qualifying Class Members only if the Court approves the Settlement and after potential appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about the proposed Settlement and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing ("Final Approval Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement between the certified Property Class and the Amplify Defendants.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Property Class Representatives are John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran. Additional Plaintiffs serve as Class Representatives to represent the Fisher and Waterfront Tourism Classes. As explained above, Defendants in the lawsuit include Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify" or the "Amplify Defendants").

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify's P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that Amplify, the company operating the pipeline, has responsibility for the oil spill that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. **Plaintiffs' claims against the ships, including on behalf of the Property Class, are ongoing and are not affected by this Settlement with Amplify.**

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Amplify are right. Instead, both sides agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Class?

The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

Excluded from the Property Class are:

- the Amplify Defendants, any entity or division in which the Amplify Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- businesses that contract directly with the Amplify Defendants for use of the Pipeline;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all opt-outs.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Property Class Settlement, if approved, will result in the creation of a cash settlement fund of $9 million (the "Property Class Settlement Amount"). The Property Class Settlement Amount, together with any interest earned thereon, is the "Property Class Common Fund."

The Property Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Property Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

Importantly, the Settlement also provides for injunctive relief in addition to money for eligible Class Members. This means that, if the Settlement is approved, Amplify will also take steps to help prevent future oil spills, which are explained in detail at www.OCOilSpillSettlement.com.

7. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fees and Costs Award up to $2.25 million (or 25% of the Settlement) plus expenses, to be paid from the Property Class Common Fund). Class Counsel will also ask the Court to award up to $10,000 to each of the four Property Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Property Class in achieving this Settlement.

The Court may award less than the amount requested by Class Counsel. Any amount awarded to Class Counsel or Class Representatives will be paid out of the Property Class Common Fund. Class Counsel will file their motion for attorneys' fees and expenses no later than Month x, 202x and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

8. How will I find out how much money I am personally getting?

Class Counsel will submit the proposed Plan of Distribution to the Court by Month x, 202x and post it at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court.

9. How can I get a payment?

If the Settlement is approved by the Court, members of the Property Class will be sent checks automatically and will not have to file claims to receive settlement payments.

10. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if it is appealed. If the Settlement is approved, you might not get money because you might not be a Class Member.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the Litigation?

The Court has appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP ("Interim Settlement Class Counsel") to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Lexi J. Hazam
LIEFF CABRASER HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Amplify Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—or it is sometimes referred to as "opting out" of the Settlement.

13. How do I exclude myself from the Settlement?

To exclude yourself (or "opt out") from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Amplify and the other Released Parties about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Amplify or the other Released Parties about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Amplify Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Amplify for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

The Settlement does not affect your rights against the ship defendants, and claims against them on behalf of a Fisher Class are continuing.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with Amplify in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE.

Your written objection must include:

- Your name, address, and telephone number;

- Proof of class membership including documents such as fish landing records;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- Identify all class action settlements by name, date, and court to which you have previously objected;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Amplify Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023.**

Interim Settlement Class Counsel	Counsel for the Amplify Defendants
Lexi J. Hazam LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000 Wylie A. Aitken AITKEN, AITKEN, COHN 3 MacArthur Pl. Suite 800 Santa Ana, CA 92707 (714) 434-1424 Stephen Larson LARSON LLP 555 Flower St. #4400 Los Angeles, CA 90071 (213) 436-4888	Daniel T. Donovan KIRKLAND & ELLIS 1301 Pennsylvania Avenue, N.W. Washington, D.C. 20004 (202) 389-5174
	The Court
	Clerk of the Court United States District Court for the Central District of California First Street Courthouse 350 West 1st Street, Los Angeles, California 90012-4565

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement with Amplify. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

18. What are my rights and obligations under the Settlement?

If you are a Property Class Member and you do not exclude yourself from the Settlement with Amplify, you will automatically receive Settlement benefits, and you will be bound by the terms of the Settlement upon final approval by the Court.

19. What claims will be released by the Settlement?

If the Settlement with Amplify is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released relinquished and discharged the Amplify Defendants and related Released Parties from any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident, including any claims under OPA. The specific claims you are giving up against the Amplify Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

FINAL APPROVAL HEARING

20. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, ##, ADDRESS. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

22. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box xxx, Seattle, WA 98111, email at info@OCOilSpillSettlement.com or call 1-xxx-xxx-xxxx.

PLEASE DO NOT CONTACT THE COURT

DATED: MONTH X, 202X

BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

2467360.2

- EXHIBIT D -

If you owned or worked at a waterfront business affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in the class action called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.) involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill").
- Plaintiffs allege that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (collectively "Amplify" or "the Amplify Defendants") have responsibility for the Oil Spill that caused damage to commercial fishers and processors, coastal real property, and certain waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill, and failed to alert Amplify of the incident. Both Plaintiffs and Amplify have also sued the ships.
- **The Settlement was reached with Amplify only.** The Settlement does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action," which is also pending in the Central District of California before Judge Carter. **The Waterfront Tourism Class claims against the ships are ongoing and not affected by this Settlement with Amplify.**
- The Settlement will pay $50 million to create settlement funds, $7 million of which will be used for the Waterfront Tourism Class Settlement Fund. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. If you received a notice for Waterfront Tourism Class Members in the mail, it indicated whether you do not have to do anything in order to receive payment (i.e., a check will be mailed to you if the Court grants final approval of the Settlement) or you need to file a claim to receive payment. In addition to the monetary benefits of the Settlement, the Settlement provides that Amplify will also take steps to help prevent future oil spills.
- You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE WATERFRONT TOURISM CLASS.

- This Notice explains your rights and options **and the deadlines to exercise them**.

YOUR LEGAL RIGHTS AND OPTIONS		
RECEIVE A PAYMENT	Unless you are a **RESTAURANT, RETAIL STORE, SURF SCHOOL, or BAIT AND TACKLE BUSINESS:** • Automatically receive a payment from the Settlement • Be bound by the Settlement If you are a **RESTAURANT, RETAIL STORE, SURF SCHOOL, or BAIT AND TACKLE BUSINESS:** • File a claim to receive a payment from the Settlement • Be bound by the Settlement	Postmarked on or before **Month x, 202x**
EXCLUDE YOURSELF ("OPT-OUT")	• Receive no payment from the Settlement • Keep your right to sue the Amplify Defendants over the claims resolved by the Settlement	Postmarked on or before **Month x, 202x**
OBJECT	• Tell the Court what you do not like about the Settlement • You will still be bound by the Settlement and you will still receive your payment	Served/Filed no later than **Month x, 202x**

- This Notice explains your rights and options **and the deadlines to exercise them**.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to restaurants and retail stores who file a valid and timely and all other qualifying Class Members automatically only if the Court approves the Settlement and after potential appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about the proposed Settlement and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing ("Final Approval Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement between the certified Waterfront Tourism Class and the Amplify Defendants.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Waterfront Tourism Class Representatives are Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey's Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman. Additional Plaintiffs serve as Class Representatives to represent the Property and Fisher Classes. As explained above, Defendants in the lawsuit include Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify" or the "Amplify Defendants").

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify's P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that Amplify, the company operating the pipeline, has responsibility for the oil spill that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. **Plaintiffs' claims against the ships, including on behalf of the Waterfront Tourism Class, are ongoing and are not affected by this Settlement with Amplify.**

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Amplify are right. Instead, both sides agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Class?

The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

Excluded from the Waterfront Tourism Class are:

- the Amplify Defendants, any entity or division in which the Amplify Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- businesses that contract directly with the Amplify Defendants for use of the Pipeline;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all opt-outs.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Waterfront Tourism Class Settlement, if approved, will result in the creation of a cash settlement fund of $7 million (the "Waterfront Tourism Class Settlement Amount"). The Waterfront Tourism Class Settlement Amount, together with any interest earned thereon, is the "Waterfront Tourism Class Common Fund."

The Waterfront Tourism Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Waterfront Tourism Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

Importantly, the Settlement also provides for injunctive relief in addition to money for eligible Class Members. This means that, if the Settlement is approved, Amplify will also take steps to help prevent future oil spills, which are explained in detail at www.OCOilSpillSettlement.com.

7. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fees and Costs Award up to $1.75 million (or 25% of the Settlement) plus expenses, to be paid from the Waterfront Tourism Class Common Fund). Class Counsel will also ask the Court to award up to $10,000 to each of the six Waterfront Tourism Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Waterfront Tourism Class in achieving this Settlement.

The Court may award less than the amount requested by Class Counsel. Any amount awarded to Class Counsel or Class Representatives will be paid out of the Waterfront Tourism Class Common Fund. Class Counsel will file

their motion for attorneys' fees and expenses no later than Month x, 202x and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

8. How will I find out how much money I am personally getting?

Class Counsel will submit the proposed Plan of Distribution to the Court by Month x, 202x and post it at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court.

9. How can I get a payment?

If the Settlement is approved by the Court, members of the Waterfront Tourism Class **who are *not* restaurants retail businesses, surf schools, or bait and tackle businesses** will be sent checks automatically and will not have to file claims to receive settlement payments.

Waterfront Tourism Class **who are restaurants, retail businesses, retail businesses, surf schools, or bait and tackle businesses** must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.OCOilSpillSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or mailed and postmarked by **Month x, 202x**.

OC Oil Spill Settlement
Claim Form
c/o JND Legal Administration
P.O. Box xxxx
Seattle, WA 98111

If you are a Waterfront Tourism Class Member **who is a restaurant, retail business, surf school, or bait and tackle business** and you do not submit a valid Claim Form by **Month x, 202x**, you will not receive a payment, but you will be bound by the Court's judgment.

10. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if it is appealed. If the Settlement is approved, you might not get money because you might not be a Class Member.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the Litigation?

The Court has appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP ("Interim Settlement Class Counsel") to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Lexi J. Hazam
LIEFF CABRASER HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Amplify Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—or it is sometimes referred to as "opting out" of the Settlement.

13. How do I exclude myself from the Settlement?

To exclude yourself (or "opt out") from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Amplify and the other Released Parties about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Amplify or the other Released Parties about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Amplify Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Amplify for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from

this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

The Settlement does not affect your rights against the ship defendants, and claims against them on behalf of a Fisher Class are continuing.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with Amplify in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE.

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as fish landing records;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- Identify all class action settlements by name, date, and court to which you have previously objected;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Amplify Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023.**

Interim Settlement Class Counsel	Counsel for the Amplify Defendants
Lexi J. Hazam LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000 Wylie A. Aitken AITKEN, AITKEN, COHN 3 MacArthur Pl. Suite 800 Santa Ana, CA 92707 (714) 434-1424 Stephen Larson LARSON LLP 555 Flower St. #4400 Los Angeles, CA 90071 (213) 436-4888	Daniel T. Donovan KIRKLAND & ELLIS 1301 Pennsylvania Avenue, N.W. Washington, D.C. 20004 (202) 389-5174 **The Court** Clerk of the Court United States District Court for the Central District of California First Street Courthouse 350 West 1st Street, Los Angeles, California 90012-4565

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement with Amplify. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

18. What are my rights and obligations under the Settlement?

If you are a Waterfront Tourism Class Member and you do not exclude yourself from the Settlement with Amplify, you will automatically receive Settlement benefits, and you will be bound by the terms of the Settlement upon final approval by the Court.

19. What claims will be released by the Settlement?

If the Settlement with Amplify is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released relinquished and discharged the Amplify Defendants and related Released Parties from any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident, including any claims under OPA. The specific claims you are giving up against the Amplify Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

FINAL APPROVAL HEARING

20. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, ##, ADDRESS. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

22. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box xxx, Seattle, WA 98111, email at info@OCOilSpillSettlement.com or call 1-xxx-xxx-xxxx.

PLEASE DO NOT CONTACT THE COURT

DATED: MONTH X, 202X

BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

2466957.4

- EXHIBIT E -

Legal Notice

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

Para una notificación en español, visite:
www.OCOilSpillSettlement.com
Để nhận thông báo tiếng Việt, vui lòng truy cập:
www.OCOilSpillSettlement.com
如需中文通知，请访问：
www.OCOilSpillSettlement.com

OC Oil Spill Settlement Administrator
#12068
c/o JND Legal Administration
P.O. Box xxxx
Seattle, WA 98111

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Fisher Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about? Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to the Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs have agreed to a Settlement. **The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill.** Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Fisher Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected? The Fisher Class includes persons or businesses who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021. Records indicate that you are a Fisher Class Member.

What does the Settlement provide? The Settlement will pay $50 million to create settlement funds, $34 million of which will be used for the Fisher Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual

payment [or the estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits? You do not need to do anything to receive your payment. Your payment will be sent automatically.

What are my options? 1) Do nothing and receive a payment. Remain part of the Fisher Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement; 2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case; or 3) Object. Remain part of the Fisher Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $8.5 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Fisher Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

Please do not contact the Court regarding this Notice.

2466636.5

Carefully Separate this Address Change Form at the perforation

Name: _____

Current Address: _____

_____

_____

Place Stamp Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

2466636.5

- EXHIBIT F -

Legal Notice

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

OC Oil Spill Settlement Administrator
#12073
c/o JND Legal Administration
P.O. Box xxxx
Seattle, WA 98111

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

||||||||||||||||||||||

Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Property Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about? Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to the Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement. **The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill.** Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Property Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected? The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California. Records indicate that you are a Property Class Member.

What does the Settlement provide? The Settlement will pay $50 million to create settlement funds, $9 million of which will be used for the Property Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits? You do not need to do anything to receive your payment. Your payment will be sent to you automatically.

What are my options? 1) Do nothing and receive a payment. Remain part of the Property Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement; 2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case; or 3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $2.25 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the four Property Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

PLACEHOLDER

Please do not contact the Court regarding this Notice.

Carefully Separate this Address Change Form at the perforation

Name: _____

Current Address: _____

_____

_____

Place Stamp Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

2466635.3

- EXHIBIT G -

Legal Notice

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

OC Oil Spill Settlement Administrator
c/o JND Legal Administration
P.O. Box xxxx
Seattle, WA 98111

#12078

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

||||||||||||||||||||||

Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about? Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement. **The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill.** Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Waterfront Tourism Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected? The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide? The Settlement will pay $50 million to create settlement funds, $7 million of which will be used for the Waterfront Tourism Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final,

payments will be made to eligible Class Members based on an allocation plan approved by the Court. Actual individual payments cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits? Certain Waterfront Tourism Class Members must file a claim to receive a payment, but you do not need to file a claim or do anything to receive your payment. Your payment will be sent to you automatically.

What are my options? 1) Do nothing and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement; 2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case; 3) Object. Remain part of the Waterfront Tourism Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $1.75 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

PLACEHOLDER

Please do not contact the Court regarding this Notice.

2466637.3

Carefully Separate this Address Change Form at the perforation

Name: _____

Current Address: _____

_____

_____

Place Stamp Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

Legal Notice

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

FILE YOUR CLAIM BY MONTH X, 202X

OC Oil Spill Settlement Administrator
#12082
c/o JND Legal Administration
P.O. Box xxxx
Seattle, WA 98111

FIRST CLASS MAIL
US POSTAGE PAID
Permit#__

||||||||||||||||||||||

Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about? Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement. **The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill.** Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Waterfront Tourism Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected? The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide? The Settlement will pay $50 million to create settlement funds, $7 million of which will be used for the Waterfront Tourism Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final,

payments will be made to eligible Class Members based on an allocation plan approved by the Court. Actual individual payments cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits? Records indicate that you must submit a valid claim to receive your payment. Go to www.OCOilSpillSettlement.com to submit your Claim Form. Claim Forms must be submitted by **[MONTH, DAY], 2022**. Please keep this postcard; you will need your unique ID number on the front of the postcard to submit your claim.

What are my options? 1) File a claim and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement; 2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case; or 3) Object. Remain part of the Waterfront Tourism Class, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $1.75 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

PLACEHOLDER

Please do not contact the Court regarding this Notice.

2466638.3

Carefully Separate this Address Change Form at the perforation

Name: _____

Current Address: _____

_____

_____

Place Stamp Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

- EXHIBIT H -

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

Para una notificación en español, visite: www.OCOilSpillSettlement.com
Để nhận thông báo tiếng Việt, vui lòng truy cập: www.OCOilSpillSettlement.com
如需中文通知，请访问：www.OCOilSpillSettlement.com

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Fisher Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about?

Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement.

The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Fisher Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected?

The Fisher Class includes persons or businesses who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021. Records indicate that you are a Fisher Class Member.

What does the Settlement provide?

The Settlement will pay $50 million to create settlement funds, $34 million of which will be used for the Fisher Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits?

You do not need to do anything to receive your payment. Your payment will be sent to you automatically.

What are my options?

1) Do nothing and receive a payment. Remain part of the Fisher Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement.

2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case.

3) Object. Remain part of the Fisher Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $8.5 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Fisher Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT I -

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al*., Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Property Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about?

Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement.

The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Property Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected?

The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California. Records indicate that you are a Property Class Member.

What does the Settlement provide?

The Settlement will pay $50 million to create settlement funds, $9 million of which will be used for the Property Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits?

You do not need to do anything to receive your payment. Your payment will be sent to you automatically.

What are my options?

1) Do nothing and receive a payment. Remain part of the Property Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement.

2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case.

3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $2.25 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the four Property Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT J -

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al*., Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about?

Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement.

The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Waterfront Tourism Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected?

The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide?

The Settlement will pay $50 million to create settlement funds, $7 million of which will be used for the Waterfront Tourism Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits?

Certain Waterfront Tourism Class Members must file a claim to receive a payment, but you do not need to file a claim or do anything to receive your payment. Your payment will be sent to you automatically.

What are my options?

1) Do nothing and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement.

2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case.

3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $1.75 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from the October 2021 Orange County Oil Spill class action settlement

FILE YOUR CLAIM BY MONTH X, 202X

A proposed Settlement has been reached in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al*., Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

What is this about?

Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs agreed to a Settlement.

The Settlement was reached with Amplify only and does not include Plaintiffs' claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Waterfront Tourism Class claims against the ships are ongoing and are not released by this Settlement with Amplify.**

Who is affected?

The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide?

The Settlement will pay $50 million to create settlement funds, $7 million of which will be used for the Waterfront Tourism Class Settlement Fund (the "Fund"). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time. If the Settlement is approved, Amplify will also take steps to help prevent future oil spills.

How do I get the settlement benefits?

Records indicate that you must submit a valid claim to receive your payment. Go to www.OCOilSpillSettlement.com to submit your Claim Form. Claim Forms must be submitted by **[MONTH, DAY], 2022**. Please keep this email; you will need your unique ID number at the top of this email to submit your claim.

What are my options?

1) File a claim and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court's decision and give up your right to sue or continue to sue Amplify over the claims resolved by the Settlement.

2) Exclude yourself. Receive no payment, but keep your right to sue Amplify at your own expense and with your own attorney about the claims in this case.

3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **[MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on [MONTH, DAY] 2022 at [TIME] to consider whether to approve the Settlement; attorney fees and costs up to $1.75 million of the Fund plus expenses, to be paid from the Fund; service awards up to $10,000 to each of the six Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT K -

Banner Ads 1

728 x 90

320 x 50

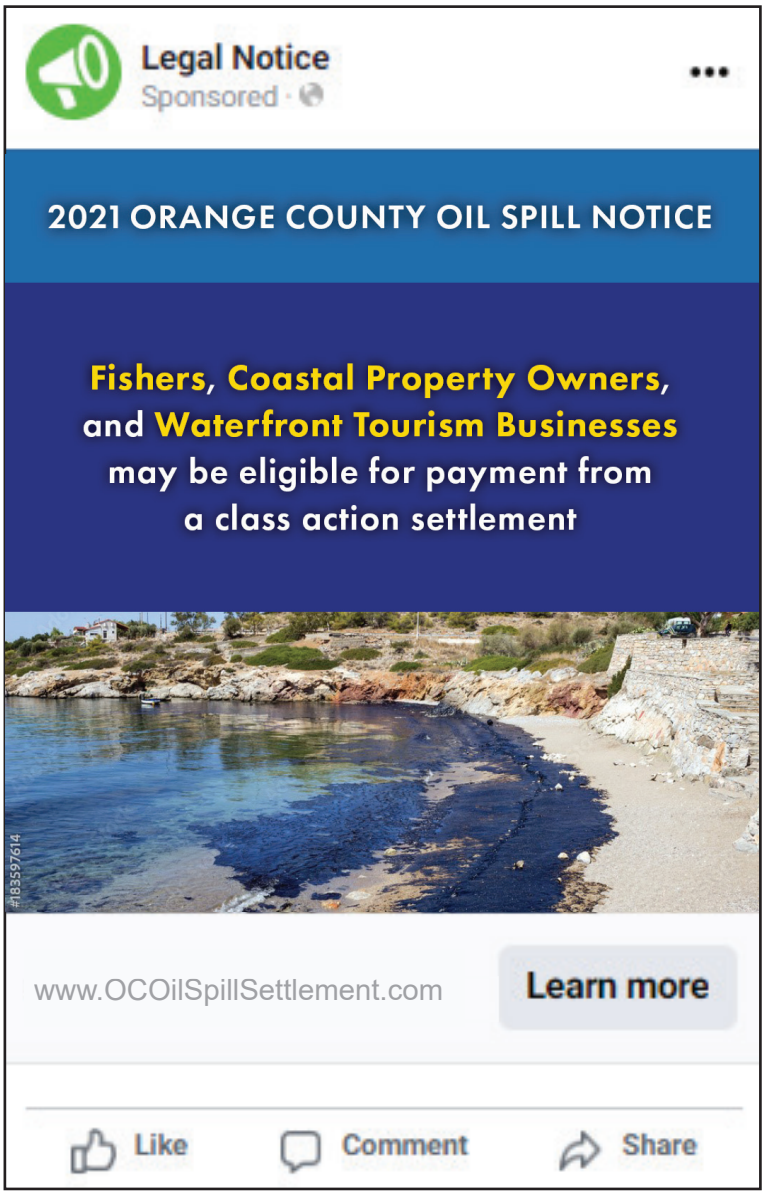
300 x 600

160 x 600

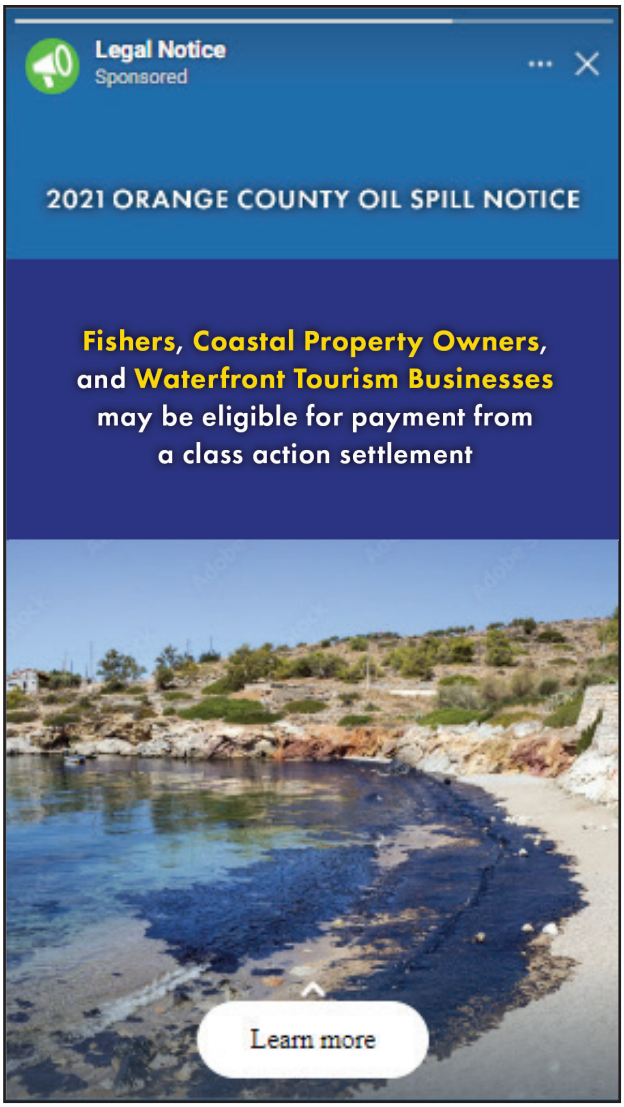
300 x 250

Facebook Ad 2

Facebook News Feed

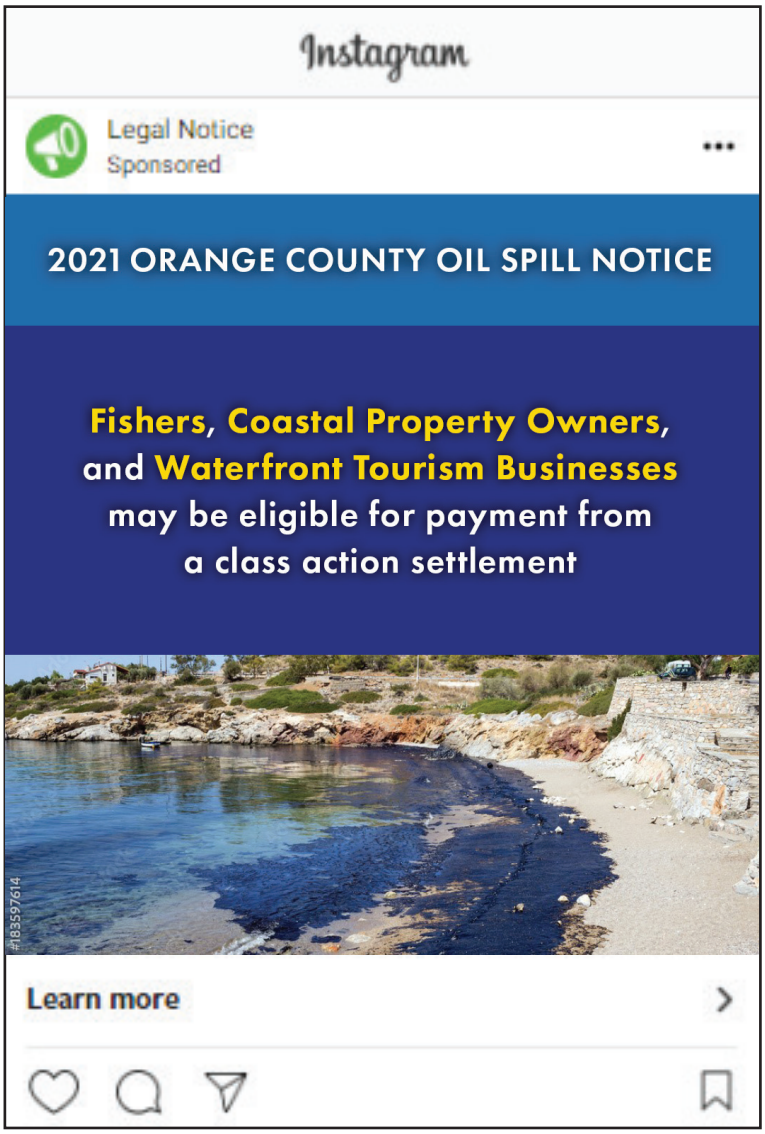


Facebook Stories

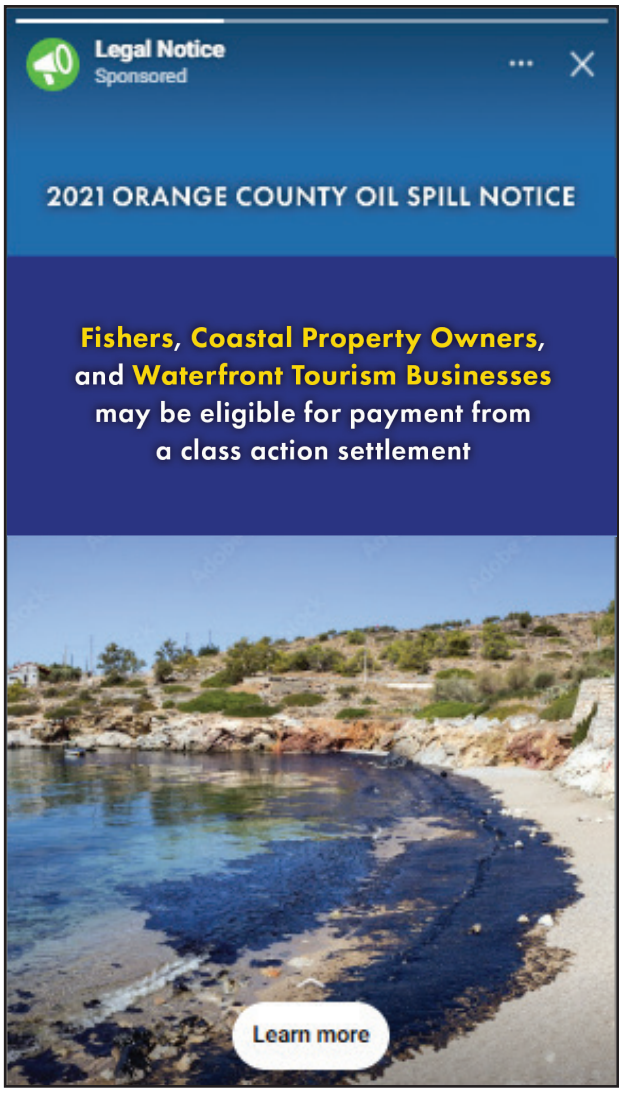


Instagram Ad 3

Instagram Feed



Instagram Stories



Sample Search Ads 4

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2021 Orange County Oil Spill | Class Action Settlement

Certain Persons or Businesses may be eligible for the Orange County Oil Spill settlement. Fishers, Coastal Property Owners, and Waterfront Tourism Businesses may get a payment.

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2021 Orange County Oil Spill | Possible Compensation | Class Action Settlement

Certain Persons or Businesses may be eligible for the Orange County Oil Spill settlement. Fishers, Coastal Property Owners, and Waterfront Tourism Businesses may get a payment.

- EXHIBIT L -

If you were affected by the 2021 Orange County Oil Spill, you may be eligible to receive a payment from a class action settlement

Seattle/ Month x, 2022/PRNewswire/ -- JND Legal Administration

A Settlement has been reached in the class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.).

What is this about?

Plaintiffs claim that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company ("Amplify") have responsibility for the October 2021 oil spill off the coast of Orange County near Huntington Beach (the "Oil Spill") that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to the Oil Spill and failed to alert Amplify of the incident. The Court has not decided who is right or wrong. Instead, Amplify and Plaintiffs have agreed to a Settlement. **The Settlement was reached with Amplify only and does not include Plaintiffs' or Amplify's claims against the two container ships involved in the Oil Spill.** Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the "Limitation Action." **Claims against the ships are ongoing and not affected by this Settlement with Amplify.**

Who is affected?

You are a Fisher Class Member if you are (1) a person or business who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021; or (2) a person or business who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

You are a Property Class Member if you owned or leased, between October 2, 2021, and December 31, 2021, residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

What does the Settlement provide?

The Settlement will pay $50 million to create settlement funds, $34 million of which will be used for the Fisher Class Settlement Fund, $9 million for the Property Class Settlement Fund, and $7 million for the Waterfront Tourism Class Settlement Fund. Together with any interest, the funds will be used to pay eligible Class Members, as well as attorney fees and costs, notice and settlement administration costs, service awards to Class

Representatives, and any other fees and costs approved by the Court. If the Settlement is approved, payments will be made to eligible Class Members based on an allocation plan approved by the Court. In addition to the monetary benefits, the Settlement provides that Amplify will take steps to help prevent future oil spills.

If the Settlement with Amplify is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have fully released the Amplify Defendants and related Released Parties from all claims relating to the Oil Spill, including any claims under OPA.

What are my options?

Receive a Payment. Unless you are a restaurant, retail store, surf school, or bait and tackle business Waterfront Tourism Class Member, you will be sent a check automatically.

If you are a restaurant, retail store, surf school, or bait and tackle business Waterfront Tourism Class Member, you must file a claim to receive a payment. Claim forms may be submitted online at www.OCOilSpillSettlement.com using information sent to Waterfront Tourism Class Members by mail. Claim Forms must be submitted or postmarked by **Month x, 2022**. If you receive a payment, you will be bound by the Settlement.

If you believe you are in the Classes above but did not receive notice by mail, please email info@OCOilSpillSettlement.com or call 1-xxx-xxx-xxxx.

Exclude Yourself: If you exclude yourself or remove yourself from the Class, you will not receive a payment. You will keep your right to sue or continue to sue Amplify over the claims resolved by the Settlement.

Object. If you do not exclude yourself from the Settlement, you may object to it or tell the Court what you don't like about the Settlement.

Exclusions and objections must be postmarked/served/filed by **Month x, 202x** For details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**. to (a) determine whether to grant final approval of the Settlement; (b) consider any timely objections; (c) rule on attorneys' fees and costs (not to exceed 25% of the total Settlement Amount); (d) rule on service awards (up to $10,000 each to the 17 Class Representatives); and (e) determine whether or not to adopt the Plans of Distribution. The Court appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP to be the attorneys representing the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information?

For more information and to view the full notice, go to www.OCOilSpillSettlement.com, or contact the Settlement Administrator by writing OC Oil Spill Settlement, c/o JND Legal Administration, P.O. Box xxxx, Seattle, WA 98111, emailing info@OCOilSpillSettlement.com, or calling 1-xxx-xxx-xxxx.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT

Hon. David O. Carter

Before the Court is the Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Fed. R. Civ. P. 23(e) ("Motion for Preliminary Settlement Approval"), filed by Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini and Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.; Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle; Josh Hernandez; John

Crowe; Banzai Surf Company, LLC; Davey's Locker Sportfishing, Inc.; East Meets West Excursions; Bongos Sportfishing LLC; Bongos III Sportfishing LLC; and Tyler Wayman ("Plaintiffs"). Plaintiffs and Defendants Amplify Energy Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company (collectively "Amplify") have entered into a Class Settlement Agreement and Release, dated October 17, 2022 ("Settlement Agreement"). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto; the Motion for Preliminary Settlement Approval, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby **ORDERS** as follows:

1. The capitalized terms used in this Order Granting Preliminary Approval of Proposed Settlement have the same meaning as defined in the Settlement Agreement.

2. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein. The Court finds that the proposed Settlement Classes, as defined in the Settlement Agreement, likely meet the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3) as follows:

a. The Settlement Classes are so numerous that joinder of all members in a single proceeding would be impracticable;

b. The members of the Settlement Classes share common questions of law and fact;

c. The Plaintiffs' claims are typical of those of the Settlement Class Members;

d. The Plaintiffs and Interim Co-Lead Counsel have fairly and adequately represented the interests of the Settlement Classes and will continue to do so; and

e. Questions of law and fact common to the Settlement Classes predominate over the questions affecting only individual Settlement

Class Members, and certification of the Settlement Classes is superior to other available methods for the fair and efficient adjudication of this controversy.

3. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i), that the proposed Settlement Agreement is likely fair, reasonable, and adequate, entered into in good faith, and free from collusion. The Court furthermore finds that Interim Co-lead Counsel have ably represented the proposed Settlement Classes. They conducted a thorough investigation of the facts and law prior to filing suit, engaged in and reviewed substantial discovery, and are knowledgeable of the strengths and weaknesses of the case. The involvement of Judge Layn Phillips (Ret.) and Judge Sally Shushan (Ret.), two highly qualified mediators, in the settlement process supports this Court's finding that the Settlement Agreement was reached at arm's length and is free from collusion. The relief, monetary and injunctive, provided for in the Settlement Agreement outweighs the substantial costs, delay, and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal. Based on these factors, the Court concludes that the Settlement Agreement meets the criteria for preliminary settlement approval and is deemed fair, reasonable, and adequate, such that notice to the Settlement Classes is appropriate.

4. Having considered the factors set forth in Fed. Riv. Civ. P. 23(g), the Court appoints Interim Co-Lead Counsel Wylie A. Aitken, Lexi J. Hazam, and Stephen Larson as Interim Settlement Class Counsel.

5. A Final Approval Hearing shall be held before this Court at April 24, 2023, to: (a) determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate so that the Final Approval Order and Judgment should be entered; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on any application for attorneys' fees and expenses; (d) rule on any application for incentive awards; and (e) determine

whether the Plans of Distribution that will be submitted by Interim Settlement Class Counsel should be approved.

6. Consideration of the Plans of Distribution, any application for attorneys' fees and expenses and any objections thereto, and any application for incentive awards and any objections thereto, shall be separate from consideration of whether the proposed Settlement should be approved, and the Court's rulings on each motion or application shall be embodied in a separate order.

7. Plaintiffs shall file their motion for final settlement approval no later than January 25, 2023.

8. The Court appoints JND Legal Administration as the Settlement Administrator in this Action. In accordance with the Parties' Settlement Agreement and the Orders of this Court, the Settlement Administrator shall effectuate the provision of notice to Settlement Class Members and shall administer the Settlement Agreement and distribution process.

9. The Court finds that the Parties' plan for providing Notice to the Classes (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

10. The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Keough Declaration").

11. By January 16, 2023, the Settlement Administrator shall complete direct notice substantially in the form attached to the Keough Declaration as Exhibits E-J.

12. By November 28, 2022, the Settlement Administrator shall cause the Long Form Notice to be published on the website created for this settlement, www.OCOilSpillSettlement.com. The Long Form Notice shall be substantially in the form attached to the Keough Declaration as Exhibits B-D.

13. By January 20, 2023, the Settlement Administrator shall file with the Court declarations attesting to compliance with this paragraph.

14. Each and every member of the Settlement Classes shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

15. A member of the Settlement Classes wishing to request exclusion (or "opt-out") from the Settlement shall mail a request for exclusion to the Settlement Administrator. The request for exclusion must be in writing, must be mailed to the Settlement Administrator at the address specified in the Notice, must be postmarked no later February 14, 2023, and must clearly state the Settlement Class Member's desire to be excluded from the Settlement Classes, as well as the Settlement Class Member's name, address, and signature. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above. No member of the Settlement Classes, or any person acting on behalf of or in concert or in participation with a member of the Settlement Classes, may request exclusion of any other member of a Settlement Class from the Settlement.

16. Members of the proposed Settlement Classes who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Amplify.

17. All members of the proposed Settlement Classes who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously

initiated or subsequently initiate individual litigation or any other proceedings against Amplify.

18. The Settlement Administrator will provide promptly, and no later than February 20, 2023, Plaintiffs and Amplify with copies of any exclusion requests, and Plaintiffs shall file a list of all persons who have validly opted out of the Settlement with the Court prior to the Final Approval Hearing.

19. Any Settlement Class Member may object to the Settlement Agreement, any application for attorneys' fees and expenses, any application for incentive awards, and/or the Plans of Distribution submitted by Interim Settlement Class Counsel. Any Settlement Class Member who wishes to object must file with the Court and serve on all counsel listed in paragraph 22, below, no later than February 14, 2023, a detailed statement of the specific objections being made and the basis for those objections.

20. In addition to the statement, the objecting Settlement Class Member must include the objecting Settlement Class Member's name, address, and telephone number. Any objecting Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's expense. Any Settlement Class Member who intends to appear at the Final Approval Hearing either in person or through counsel must file with the Court and serve on all counsel listed in paragraph 22, no later than February 14, 2023, a written notice of intention to appear. Failure to file a notice of intention to appear will result in the Court declining to hear the objecting Settlement Class Member or the Settlement Class Member's counsel at the Final Approval Hearing.

21. Interim Settlement Class Counsel shall file a supplemental brief in support of Final Settlement Approval and a supplemental brief in support of the Plans of Distribution that responds to any objections by February 24, 2023.

22. Service of all papers on counsel for the Parties shall be made as follows: for Interim Settlement Class Counsel, to: Lexi J. Hazam, Esq. at Lieff, Cabraser, Heimann & Bernstein LLP, 275 Battery Street, Suite 2900, San Francisco, CA 94111, Wylie A. Aitken at Aitken Aitken Cohn, 3 MacArthur Place, Suite 800, Santa Ana, CA 92808, and Stephen G. Larson at Larson, LLP, 600 Anton Blvd., Suite 1270 Costa Mesa, CA 92626; for Amplify's Counsel, to Daniel T. Donovan, Kirkland & Ellis LLP, 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004.

23. Any Settlement Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses and incentive awards, the Plans of Distribution, the Final Approval Order, and the Judgment.

24. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all Orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy. In such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by order of the Court.

26. The following schedule is hereby ordered:

Last Day for the Plaintiffs to file Plan of Distribution	**December 16, 2022**
Notice to be Completed	**January 17, 2023**
Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Interim Settlement Class Counsel to file Application for Fees and Expenses and for Service Awards	**January 25, 2023**
Last day to file Objections or Opt-Out Requests	**February 14, 2023**
Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	**February 24, 2023**
Final Approval Hearing	**April 24, 2023**

IT IS SO ORDERED.

DATED: _____

_____
Hon. David O Carter