

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 Lief 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 \$5,000,000 (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
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

DATED: 10/17/2022



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slarson@larsonllp.com
LARSON, LLP
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Telephone: (213) 436-4888
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**ON BEHALF OF NAMED PLAINTIFFS AND
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dcw@mccunewright.com
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18565 Jamboree Road, Suite 550
Irvine, CA 92612
Telephone: (909) 557-1250
Facsimile: (909) 557-1275

**ON BEHALF OF PLAINTIFF BEYOND
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DATED: _____

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lhazam@lchb.com
LIEFF CABRASER HEIMANN
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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
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: 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
Westlake Village, CA 91361
Telephone: (818) 851-3850
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DATED: _____

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Facsimile: (818) 851-3851
**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

DATED: 10/16/2022



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.,
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
Facsimile: (310) 496-3176
**ON BEHALF OF PLAINTIFFS RAJASEKARAN
WICKRAMASEKARAN AND
CHANDRALEKHA WICKRAMASEKARAN**

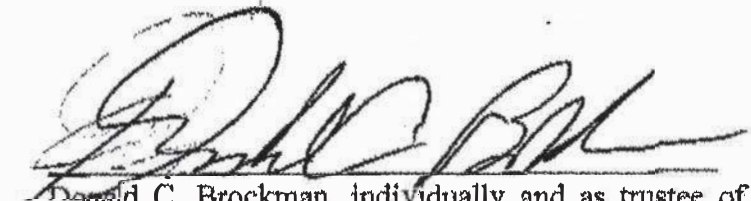
DATED: 10/16/22 _____



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
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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:

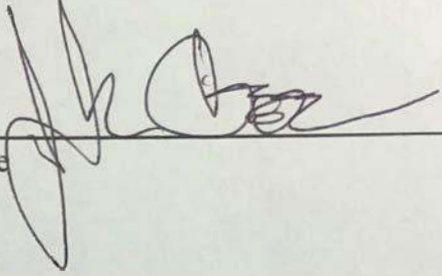
DATED: _____

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

DATED: _____

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

DATED: 10-16-2022



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: _____

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

DATED: _____

John Crowe

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

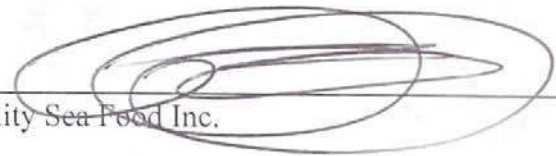


Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: 10/16/2022



Quality Sea Food Inc.

READ AND APPROVED:

DATED: _____

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

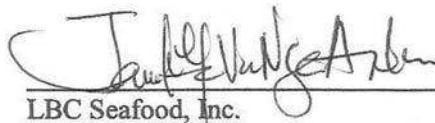
DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: 10-16-2022



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: _____

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M. Jacques Trust

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: 10/16/2022

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: _____

Rajasekaran Wickramasekaran

DATED: _____

Chandralekha Wickramasekaran

DATED: _____

Banzai Surf Company, LLC

DATED: _____

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

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

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

DATED: _____

DocuSigned by:
Rajasekaran Wickramasekaran
7C0B4B9153A2442...

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: _____

Banzai Surf Company, LLC

DATED: _____

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

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

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

DATED: _____

Rajasekaran Wickramasekaran

DATED: _____

Chandralekha Wickramasekaran

DATED: 10/16/2022

DocuSigned by:

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Banzai Surf Company, LLC

DATED: _____

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DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

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

DATED: _____

Rajasekaran Wickramasekaran

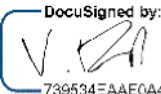
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Chandralekha Wickramasekaran

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Banzai Surf Company, LLC

DATED: 10/16/2022 _____

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

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

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

DATED: _____

Rajasekaran Wickramasekaran

DATED: _____

Chandralekha Wickramasekaran

DATED: _____

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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Davey's Locker Sportfishing, Inc.

DATED: _____

East Meets West Excursions

DATED: _____

Tyler Wayman

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: 10/15/2022

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Tyler Wayman

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Davey's Locker Sportfishing, Inc.

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East Meets West Excursions

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Tyler Wayman

EXHIBIT A

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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)

**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF PROPOSED
SETTLEMENT**

Hon. David O. Carter

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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

1 Crowe; Banzai Surf Company, LLC; Davey’s Locker Sportfishing, Inc.; East Meets
2 West Excursions; Bongos Sportfishing LLC; Bongos III Sportfishing LLC; and
3 Tyler Wayman (“Plaintiffs”). Plaintiffs and Defendants Amplify Energy
4 Corporation, Beta Operating Company, LLC, and San Pedro Bay Pipeline Company
5 (collectively “Amplify”) have entered into a Class Settlement Agreement and
6 Release, dated October 17, 2022 (“Settlement Agreement”). Having thoroughly
7 reviewed the Settlement Agreement, including the proposed forms of class notice
8 and other exhibits thereto; the Motion for Preliminary Settlement Approval, and the
9 papers and arguments in connection therewith, and good cause appearing, the Court
10 hereby **ORDERS** as follows:

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

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

- 18 a. The Settlement Classes are so numerous that joinder of all
19 members in a single proceeding would be impracticable;
- 20 b. The members of the Settlement Classes share common questions
21 of law and fact;
- 22 c. The Plaintiffs’ claims are typical of those of the Settlement Class
23 Members;
- 24 d. The Plaintiffs and Interim Co-Lead Counsel have fairly and
25 adequately represented the interests of the Settlement Classes and will
26 continue to do so; and
- 27 e. Questions of law and fact common to the Settlement Classes
28 predominate over the questions affecting only individual Settlement

1 Class Members, and certification of the Settlement Classes is superior
2 to other available methods for the fair and efficient adjudication of this
3 controversy.

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

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

22 5. A Final Approval Hearing shall be held before this Court at April 24,
23 2023, to: (a) determine whether the proposed Settlement should be finally approved
24 as fair, reasonable, and adequate so that the Final Approval Order and Judgment
25 should be entered; (b) consider any timely objections to this Settlement and the
26 Parties’ responses to such objections; (c) rule on any application for attorneys’ fees
27 and expenses; (d) rule on any application for incentive awards; and (e) determine
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1 whether the Plans of Distribution that will be submitted by Interim Settlement Class
2 Counsel should be approved.

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

8 7. Plaintiffs shall file their motion for final settlement approval no later
9 than January 25, 2023.

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

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

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

26 11. By January 16, 2023, the Settlement Administrator shall complete direct
27 notice substantially in the form attached to the Keough Declaration as Exhibits E-J.
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1 12. By November 28, 2022, the Settlement Administrator shall cause the
2 Long Form Notice to be published on the website created for this settlement,
3 www.OCOilSpillSettlement.com. The Long Form Notice shall be substantially in
4 the form attached to the Keough Declaration as Exhibits B-D.

5 13. By January 20, 2023, the Settlement Administrator shall file with the
6 Court declarations attesting to compliance with this paragraph.

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

12 15. A member of the Settlement Classes wishing to request exclusion (or
13 “opt-out”) from the Settlement shall mail a request for exclusion to the Settlement
14 Administrator. The request for exclusion must be in writing, must be mailed to the
15 Settlement Administrator at the address specified in the Notice, must be postmarked
16 no later February 14, 2023, and must clearly state the Settlement Class Member’s
17 desire to be excluded from the Settlement Classes, as well as the Settlement Class
18 Member’s name, address, and signature. The request for exclusion shall not be
19 effective unless it provides the required information and is made within the time
20 stated above. No member of the Settlement Classes, or any person acting on behalf
21 of or in concert or in participation with a member of the Settlement Classes, may
22 request exclusion of any other member of a Settlement Class from the Settlement.

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

26 17. All members of the proposed Settlement Classes who do not timely and
27 validly request exclusion shall be bound by all terms of the Settlement Agreement
28 and by the Final Approval Order and Judgment even if they have previously

1 initiated or subsequently initiate individual litigation or any other proceedings
2 against Amplify.

3 18. The Settlement Administrator will provide promptly, and no later than
4 February 20, 2023, Plaintiffs and Amplify with copies of any exclusion requests,
5 and Plaintiffs shall file a list of all persons who have validly opted out of the
6 Settlement with the Court prior to the Final Approval Hearing.

7 19. Any Settlement Class Member may object to the Settlement Agreement,
8 any application for attorneys' fees and expenses, any application for incentive
9 awards, and/or the Plans of Distribution submitted by Interim Settlement Class
10 Counsel. Any Settlement Class Member who wishes to object must file with the
11 Court and serve on all counsel listed in paragraph 22, below, no later than February
12 14, 2023, a detailed statement of the specific objections being made and the basis for
13 those objections.

14 20. In addition to the statement, the objecting Settlement Class Member
15 must include the objecting Settlement Class Member's name, address, and telephone
16 number. Any objecting Settlement Class Member shall have the right to appear and
17 be heard at the Final Approval Hearing, either personally or through an attorney
18 retained at the Settlement Class Member's expense. Any Settlement Class Member
19 who intends to appear at the Final Approval Hearing either in person or through
20 counsel must file with the Court and serve on all counsel listed in paragraph 22, no
21 later than February 14, 2023, a written notice of intention to appear. Failure to file a
22 notice of intention to appear will result in the Court declining to hear the objecting
23 Settlement Class Member or the Settlement Class Member's counsel at the Final
24 Approval Hearing.

25 21. Interim Settlement Class Counsel shall file a supplemental brief in
26 support of Final Settlement Approval and a supplemental brief in support of the
27 Plans of Distribution that responds to any objections by February 24, 2023.
28

1 22. Service of all papers on counsel for the Parties shall be made as follows:
2 for Interim Settlement Class Counsel, to: Lexi J. Hazam, Esq. at Lieff, Cabraser,
3 Heimann & Bernstein LLP, 275 Battery Street, Suite 2900, San Francisco, CA
4 94111, Wylie A. Aitken at Aitken Aitken Cohn, 3 MacArthur Place, Suite 800,
5 Santa Ana, CA 92808, and Stephen G. Larson at Larson, LLP, 600 Anton Blvd.,
6 Suite 1270 Costa Mesa, CA 92626; for Amplify’s Counsel, to Daniel T. Donovan,
7 Kirkland & Ellis LLP, 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004.

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

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

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

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1 26. The following schedule is hereby ordered:

2 3	Last Day for the Plaintiffs to file Plan of Distribution	December 16, 2022
4	Notice to be Completed	January 17, 2023
5 6 7 8	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
9 10	Last day to file Objections or Opt-Out Requests	February 14, 2023
11 12	Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	February 24, 2023
13 14	Final Approval Hearing	April 24, 2023

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16 IT IS SO ORDERED.

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18 DATED: _____

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22 Hon. David O Carter
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EXHIBIT B

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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)

**[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

1 Agreement and Release, filed with the Court on October 17, 2022 (“Settlement
2 Agreement”);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 IT IS SO ORDERED.

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10 DATED: _____

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14 Hon. David O. Carter

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EXHIBIT C

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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)

**[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

1 Company (collectively “Amplify”), it is hereby ORDERED, ADJUDGED, and
2 DECREED that:

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

6 Plaintiffs’ and the Settlement Classes’ claims against Amplify are hereby
7 DISMISSED with prejudice.

8 Plaintiffs’ and the proposed classes’ claims against all other defendants in
9 this Action remain.

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

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

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

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

24 IT IS SO ORDERED.

25 DATED:
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Hon. David O. Carter