

1 Wylie A. Aitken, State Bar No. 37770  
wylie@aitkenlaw.com  
2 **AITKEN ♦ AITKEN ♦ COHN**  
3 3 MacArthur Place, Suite 800  
4 Santa Ana, CA 92808  
Telephone: (714) 434-1424  
Facsimile: (714) 434-3600

5 Lexi J. Hazam, State Bar No. 224457  
lhazam@lchb.com  
6 **LIEFF CABRASER HEIMANN**  
7 **& BERNSTEIN, LLP**  
8 275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
Facsimile: (415) 956-100

9 Stephen G. Larson, State Bar No. 145225  
slarson@larsonllp.com  
10 **LARSON, LLP**  
11 600 Anton Blvd., Suite 1270  
12 Costa Mesa, CA 92626  
Telephone: (949) 516-7250  
Facsimile: (949) 516-7251

13 *Interim Settlement Class Counsel*

14 *[Additional Counsel Appear on Signature Page]*

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

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

22 Plaintiffs,

23 v.

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

25 Defendants.

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

26 **PLAINTIFFS' SUPPLEMENTAL**  
27 **MEMORANDUM OF POINTS AND**  
28 **AUTHORITIES IN SUPPORT OF**  
**MOTION FOR FINAL APPROVAL**  
**OF CLASS ACTION SETTLEMENT**

Date: April 24, 2023  
Time: 8:30 a.m.  
Judge: David O. Carter  
Room: 10A

1 Plaintiffs respectfully submit this supplemental memorandum in support of  
2 their motion for final approval of the proposed Settlement. Dkt. 666. As set out in  
3 Plaintiffs' initial memorandum, the combined \$50 million, non-reversionary  
4 Settlement before the Court is fair, adequate, and reasonable, and should be finally  
5 approved pursuant to Fed. R. Civ. P. 23(e). The Settlement was the product of hard  
6 fought and arm's-length negotiation after significant discovery, and was facilitated  
7 with the aid of experienced mediators, including the Hon. Layne R. Phillips, who  
8 fully endorses the Settlement in all respects. *See* Dkt. 476-2 (Decl. of Layne R.  
9 Phillips). The Settlement heads off the unpredictable risks of continued litigation,  
10 including class certification, summary judgment, trial, and appeal – risks that are  
11 heightened in this case given its complexity and scope, and Amplify's available  
12 insurance and financial position. *Id.* ¶ 11.

13 Class members' response to the proposed Settlement indicates that they agree  
14 with this assessment. After implementation of a rigorous Class Notice plan that  
15 included individual mailed notice to thousands of Fisher, Property, and Waterfront  
16 Tourism Class members, supplemented by extensive published notice and a  
17 rigorous social media effort, not a single Class member has objected to the  
18 proposed Settlement. The absence of objections, after a robust notice program,  
19 further supports final approval here.<sup>1</sup> "It is established that the absence of a large  
20 number of objections to a proposed class action settlement raises a strong  
21 presumption that the terms of a proposed class settlement action are favorable to the  
22 class members." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523,  
23 529 (C.D. Cal. 2004); *see also Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 577  
24 (9th Cir. 2004) (affirming district court's approval of settlement where 45 of 90,000  
25 class members objected to the settlement); *Smith v. Experian Info. Sols., Inc.*, No.

26  
27 <sup>1</sup> *See* Dkt. 652, Declaration of Gretchen Eoff ("Eoff Decl.") ¶ 21, 38. The  
28 Supplemental Declaration of Gretchen Eoff ("Eoff Supp. Decl.") describes the  
Administrator's efforts since January 20, 2023, including following-up on  
undeliverable direct mail notices, fielding inquiries through the website and toll-  
free number, and establishing the online claims submission portal.

1 SACV 17-00629-CJC (AFMx), 2020 WL 6689209, at \*4 (C.D. Cal. Nov. 9, 2020).  
2 The absence of objections is especially meaningful given that many Class members  
3 have substantial recoveries at stake and therefore have more incentive to make any  
4 objections known. *See* Dkts. 951-1 ¶¶ 71, 75, 80; 951-2 ¶ 62; *see also* 4 NEWBERG  
5 AND RUBENSTEIN ON CLASS ACTIONS § 13:58 (6th ed.).

6 Furthermore, only three Class Members, all members of the Property Class  
7 have sought to exclude themselves from the Settlement. *See* concurrently-filed Eoff  
8 Suppl. Decl. ¶ 17. The extremely low number of exclusion requests further supports  
9 the Settlement’s approval. *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 577  
10 (9th Cir. 2004).

11 For the reasons stated above and in their initial memorandum in support of  
12 final settlement approval, Plaintiffs respectfully request that the Court grant their  
13 motion for final approval of the proposed Settlement as fair, adequate, and  
14 reasonable.

15 Dated: February 24, 2023

Respectfully submitted,

/s/ Lexi J. Hazam

Lexi J. Hazam

18 Lexi J. Hazam, State Bar No. 224457  
19 Elizabeth J. Cabraser, State Bar No. 083151  
20 Robert J. Nelson, State Bar No. 132797  
21 Wilson M. Dunlavey, State Bar No. 307719  
**LIEFF CABRASER HEIMANN**  
**& BERNSTEIN, LLP**  
22 275 Battery Street, 29th Floor  
23 San Francisco, CA 94111-3339  
24 Telephone: (415) 956-1000  
25 Facsimile: (415) 956-1008  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Wylie A. Aitken, Sate Bar No. 37770  
Darren O. Aitken, State Bar No. 145251  
Michael A. Penn, State Bar No. 233817  
Megan G. Demshki, State Bar No. 306881  
**AITKEN ♦ AITKEN ♦ COHN**  
3 MacArthur Place, Suite 800  
Santa Ana, CA 92808  
Telephone: (714) 434-1424  
Facsimile: (714) 434-3600

Kelly K. McNabb, *admitted pro hac vice*  
**LIEFF CABRASER HEIMANN  
& BERNSTEIN, LLP**  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
Telephone: (212) 355-9500  
Facsimile: (212) 355-9592

Stephen G. Larson, State Bar No. 145225  
*slarson@larsonllp.com*  
Steven E. Bledsoe, State Bar No. 157811  
*sbledsoe@larsonllp.com*  
Rick Richmond, State Bar No. 194962  
*rrichmond@larsonllp.com*  
Paul A. Rigali, State Bar No. 262948  
*prigali@larsonllp.com*  
**LARSON, LLP**  
600 Anton Blvd., Suite 1270  
Costa Mesa, CA 92626  
Telephone: (949) 516-7250  
Facsimile: (949) 516-7251

*Interim Settlement Class Counsel*

1 Wylie A. Aitken, State Bar No. 37770  
wylie@aitkenlaw.com  
2 **AITKEN♦AITKEN♦COHN**  
3 3 MacArthur Place, Suite 800  
4 Santa Ana, CA 92808  
Telephone: (714) 434-1424  
Facsimile: (714) 434-3600

5 Lexi J. Hazam, State Bar No. 224457  
lhazam@lchb.com  
6 **LIEFF CABRASER HEIMANN**  
7 **& BERNSTEIN, LLP**  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
8 Telephone: (415) 956-1000  
9 Facsimile: (415) 956-100

10 Stephen G. Larson, State Bar No. 145225  
slarson@larsonllp.com  
11 **LARSON, LLP**  
600 Anton Blvd., Suite 1270  
Costa Mesa, CA 92626  
12 Telephone: (949) 516-7250  
13 Facsimile: (949) 516-7251

*Interim Settlement Class Counsel*

*[Additional Counsel Appear on Signature Page]*

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

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

22 Plaintiffs,

23 v.

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

25 Defendants.

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

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

Date: April 24, 2023  
Time: 8:30 a.m.  
Judge: David O. Carter  
Room: 10A

1 I, Lexi J. Hazam, declare:

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

8 2. I submit this supplemental declaration in support of Plaintiffs’ motions  
9 for final approval of the proposed Settlement and for approval of the Plans of  
10 Distribution for the Fisher, Property, and Waterfront Tourism Classes, as well as  
11 Class Counsel’s motion for an award of attorneys’ fees, expenses, and Class  
12 Representative service awards.

13 3. As a part of the ongoing efforts on behalf of the Classes, Class  
14 Counsel have held multiple telephone conferences with the Settlement  
15 Administrator since the Court granted preliminary settlement approval to ensure  
16 that the Notice program was fully implemented and that the claims administration  
17 process was proceeding smoothly.

18 4. The claims administration program was opened on December 12, 2022  
19 and the online portal for submission of claims went live on January 11, 2023. The  
20 Settlement Administrator has received completed claim forms, and both the  
21 Settlement Administrator and Class Counsel have fielded questions and provided  
22 support to those preparing their claims.

23 5. If the Court finally approves the proposed Settlement, Class Counsel  
24 will issue a press release advising that the Settlement has been finally approved,  
25 and will send email reminders regarding the June 9, 2023 claims deadline to any  
26 Class members for whom either the Claim Administrator or Class Counsel has a  
27 working email address. Class Counsel, working with the Settlement Administrator,  
28

1 will continue to monitor the claims submissions to help ensure that Class members  
2 are adequately informed about the process and are aware of relevant deadlines.

3 6. Class Counsel received no objections to the Settlement, the Plans of  
4 Distribution, or the Motion for Fees, Costs, and Service Awards. Class Counsel  
5 further understands that neither the Settlement Administrator nor Amplify received  
6 any objections to the Settlement, the Plans of Distribution, or the Motion for Fees,  
7 Costs, and Service Awards.

8 7. Class Counsel understands that the Settlement Administrator received  
9 three requests for exclusion from the Settlement from Property Class Members, no  
10 requests for exclusion from Fisher Class Members, and no requests for exclusion  
11 from Waterfront Tourism Class Members.

12 I declare under penalty of perjury under the laws of the State of California  
13 that the foregoing is true and correct.

14 Executed on February 24, 2022, in San Francisco, California.

15  
16  
17 Dated: February 24, 2023

Respectfully submitted,

*/s/ Lexi J. Hazam*

Lexi J. Hazam

19 Lexi J. Hazam, State Bar No. 224457  
20 Elizabeth J. Cabraser, State Bar No. 083151  
21 Robert J. Nelson, State Bar No. 132797  
22 Wilson M. Dunlavey, State Bar No. 307719  
23 **LIEFF CABRASER HEIMANN**  
24 **& BERNSTEIN, LLP**  
25 275 Battery Street, 29th Floor  
26 San Francisco, CA 94111-3339  
27 Telephone: (415) 956-1000  
28 Facsimile: (415) 956-1008

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Wylie A. Aitken, Sate Bar No. 37770  
Darren O. Aitken, State Bar No. 145251  
Michael A. Penn, State Bar No. 233817  
Megan G. Demshki, State Bar No. 306881  
**AITKEN ♦ AITKEN ♦ COHN**  
3 MacArthur Place, Suite 800  
Santa Ana, CA 92808  
Telephone: (714) 434-1424  
Facsimile: (714) 434-3600

Kelly K. McNabb, *admitted pro hac vice*  
**LIEFF CABRASER HEIMANN  
& BERNSTEIN, LLP**  
250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
Telephone: (212) 355-9500  
Facsimile: (212) 355-9592

Stephen G. Larson, State Bar No. 145225  
*slarson@larsonllp.com*  
Steven E. Bledsoe, State Bar No. 157811  
*sbledsoe@larsonllp.com*  
Rick Richmond, State Bar No. 194962  
*rrichmond@larsonllp.com*  
Paul A. Rigali, State Bar No. 262948  
*prigali@larsonllp.com*  
**LARSON, LLP**  
600 Anton Blvd., Suite 1270  
Costa Mesa, CA 92626  
Telephone: (949) 516-7250  
Facsimile: (949) 516-7251

*Interim Settlement Class Counsel*



1  
2 **UNITED STATES DISTRICT COURT**  
3 **CENTRAL DISTRICT OF CALIFORNIA**  
4 **SOUTHERN DIVISION**

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

7 Plaintiffs,

8 vs.

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

10  
11 Defendants.

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

**SUPPLEMENTAL DECLARATION  
OF GRETCHEN EOFF REGARDING  
CLASS NOTICE PLAN  
IMPLEMENTATION AND  
SETTLEMENT ADMINISTRATION  
STATUS**

Honorable David O. Carter

12  
13 I, Gretchen Eoff, declare and state as follows:

14 1. I am a Senior Vice President of Operations at JND Legal Administration  
15 LLC (“JND”). The following statements are based on my personal knowledge and  
16 information provided to me by other JND employees working under my supervision  
17 and, if called on to do so, I could and would testify competently thereto.

18 2. JND previously filed a Declaration in Support of Preliminary Approval  
19 (“Keough Decl.”) filed October 17, 2022, ECF No. 476-15, and a Declaration  
20 Regarding Class Notice Plan Implementation (“Notice Decl.”) filed January 20, 2023,  
21 ECF No. 652.<sup>1</sup> This Supplemental Declaration is being filed to further update the Court  
22 regarding Notice Plan implementation and Settlement Administration status.

23  
24  
25  
26  
27 <sup>1</sup> All capitalized terms not defined herein have the meanings given to them in the  
28 Keough Decl. and the Notice Decl., unless otherwise indicated.

**DIRECT MAIL NOTICE**

1  
2 3. As of February 21, 2023, 90 Waterfront Tourism Claim Form Postcard  
3 Notices have been returned to JND as undeliverable with no forwarding address. JND  
4 performed advanced address research for these Notices and remailed 1 Waterfront  
5 Tourism Claim Form Postcard Notice to an updated address.

6 4. As of February 21, 2023, 8 Waterfront Tourism Non-Claim Form Postcard  
7 Notices have been returned to JND as undeliverable with no forwarding address. JND  
8 performed advanced address research for these Notices but did not locate updated  
9 addresses for these businesses.

10 5. As of February 21, 2023, 167 Fisher Postcard Notices have been returned  
11 to JND as undeliverable with no forwarding address. 15 Fisher Postcard Notices were  
12 forwarded to an updated address by the USPS. JND performed advanced address  
13 research for the undeliverable Notices and remailed 37 Fisher Postcard Notices to  
14 updated addresses.

15 6. As of February 21, 2023, 1,125 Real Property Postcard Notices have been  
16 returned to JND as undeliverable with no forwarding address. 53 Real Property  
17 Postcard Notices were forwarded to an updated address by the USPS. JND performed  
18 advanced address research for the undeliverable Notices and remailed 213 Real  
19 Property Postcard Notices to an updated address. In addition, JND has remailed 44 Real  
20 Property Postcard Notices to updated addresses provided by the USPS.

21 7. As of February 21, 2023, of the 1,215 Waterfront Tourism Claim Form  
22 Postcard Notices mailed, 1,126 or 93% were deemed delivered and 89 or 7% deemed  
23 undeliverable. Of the 107 Waterfront Tourism Non-Claim Form Postcard Notices  
24 mailed, 99 or 93% were deemed delivered and 8 or 7% deemed undeliverable. Of the  
25 2,973 Fisher Postcard Notices mailed, 2,843 or 96% were deemed delivered and 130 or  
26 4% deemed undeliverable. Of the 10,043 unique addresses identified in the Property  
27 Notice List, 9,131 or 91% were deemed delivered and 912 or 9% were deemed  
28

1 undeliverable. The Federal Judicial Center’s *Judges’ Class Action Notice and Claims*  
2 *Process Checklist and Plain Language Guide* (“FJC Checklist”) considers a Notice Plan  
3 with a high reach (above 70%) effective. This distribution rate is therefore consistent  
4 with typical benchmarks for successful notice programs.

5 8. Per Paragraph 25 of the Keough Decl., JND will continue to track all  
6 notices returned undeliverable by the USPS and will promptly re-mail notices that are  
7 returned with a forwarding address. In addition, JND will continue to take reasonable  
8 efforts to research and determine if it is possible to reach a Class Member for whom a  
9 notice is returned without a forwarding address, either by mailing to a more recent  
10 mailing address or using available advanced address search tools to identify a new  
11 mailing address by which the potential Class Member may be reached.

12 **DIGITAL NOTICE EFFORT**

13 9. Per Paragraph 22 of the Notice Decl., a total of 8,037,538 digital  
14 impressions and 52,669 e-Newsletter sends were delivered to the Fisher Class, 337,538  
15 more impressions and 8,669 more sends than originally planned.

16 10. Per Paragraph 23 of the Notice Decl., JND also over-delivered total  
17 impressions to the Property and Water Tourism Class. The iHeart audio streaming  
18 effort, however, was 52,059 impressions under its purchased impression goal. To  
19 reconcile this under delivery, JND extended the iHeart audio streaming until February  
20 14, 2023. As of February 14, 2023, a total of 8,400,597 digital impressions were  
21 delivered to the Real Property Waterfront Tourism Class (i.e., Adults 25+ in Huntington  
22 Beach, Newport Beach, Dana Point, and Laguna), 400,597 more impressions than  
23 originally planned.  
24  
25  
26  
27  
28

1 **INTERNET SEARCH EFFORT**

2 11. Per Paragraph 28 of the Notice Decl., the internet search effort ran from  
3 December 20, 2022 through January 16, 2023 serving 3,019 digital impressions.

4 **EARNED MEDIA**

5 12. Per Paragraph 30 of the Notice Decl., an exact match of the earned media  
6 was picked up 401 times with a potential audience of 149.9 million.  
7

8 **SETTLEMENT WEBSITE AND EMAIL ADDRESS**

9 13. As of February 21, 2023, there were a total of 13,348 views of the  
10 Settlement Website pages and documents and 5,597 unique visitors to the Settlement  
11 Website. JND will continue to maintain the Settlement Website throughout the  
12 Settlement administration process.

13 14. As of February 16, 2023, JND has handled 104 email communications  
14 received to the Settlement Email Address. JND will continue to maintain the Settlement  
15 Email Address throughout the Settlement administration process.  
16

17 **TOLL-FREE INFORMATION LINE**

18 15. As of February 16, 2023, JND has received 153 calls to the IVR from Class  
19 Members or other individuals and JND's Claimant Assistance Center has handled 40  
20 live calls. JND will continue to maintain the toll-free IVR number throughout the  
21 administration process.

22 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

23 16. As of February 23, 2023, JND has received no objections to the Settlement,  
24 the Plans of Distribution, or the Requests for Attorneys' Fees, Costs, and Service  
25 Awards.

26 17. As of February 23, 2023, JND has received two timely and valid requests  
27 for exclusion that relate to one Real Property Class parcel and one invalid request for  
28

1 exclusion related to a Real Property Class parcel. Lists of the valid and invalid requests  
2 for exclusion are attached hereto as **Exhibits A** and **B**, respectively.

3 **CLAIMS PROCESS**

4 18. The Waterfront Tourism Claim Form Postcard Notices informed Class  
5 Members on the Waterfront Tourism Claim Form Notice List that a Claim Form must  
6 be submitted to participate in the Settlement, and that all claims must be received  
7 through the Settlement Website or postmarked by mail no later than June 9, 2023.

8 19. The Settlement Website allows Class Members to file Claim Forms online  
9 and download the Claim Form in PDF format to submit by mail. JND has received  
10 completed claim forms through the online portal.

11 20. JND will process Claim Forms to confirm eligibility and claim  
12 deficiencies, perform quality assurance procedures, conduct claim de-duplication and  
13 claim validation, and solicit feedback from the parties.

14 21. JND will continue to administer the Settlement through all phases of  
15 Settlement Administration, as required by the Settlement Agreement, Preliminary  
16 Approval Order, and pursuant to any future Orders of this Court.

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

19 Executed on February 24, 2023 at Seattle, Washington.

20 

21  
22  
23 **GRETCHEN EOFF**

# **EXHIBIT A**



**ORANGE COUNTY OIL SPILL SETTLEMENT**  
**(USDC CENTRAL DISTRICT OF CALIFORNIA, CASE NO. 8:21-cv-01628-DOC(JDEX))**

**TIMELY AND VALID EXCLUSIONS**

	<u>JND ID NUMBER</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>POSTMARK DATE</u>	<u>STATUS</u>	<u>SIGNATURE TYPE</u>	<u>LAW FIRM SUBMITTING</u>
1.	D2VSYW3J9G	Dominique Hines	Dana Point, CA	02/09/2023	Real Property Class Member	Wet	N/A
2.	DFX7LTW4K8	Timothy C Hines	Dana Point, CA	02/09/2023	Real Property Class Member	Wet	N/A

# **EXHIBIT B**





**ORANGE COUNTY OIL SPILL SETTLEMENT**  
**(USDC CENTRAL DISTRICT OF CALIFORNIA, CASE NO. 8:21-cv-01628-DOC(JDEX))**

**UNTIMELY AND INVALID EXCLUSIONS**

	<u>JND ID NUMBER</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>POSTMARK DATE</u>	<u>STATUS</u>	<u>SIGNATURE TYPE</u>	<u>LAW FIRM SUBMITTING</u>	<u>REASON DEFECTIVE</u>
1.	DGH83F6M9R	J L Smith Tr	Huntington Beach, CA	01/19/2023	Real Property Class Member	Wet	N/A	Signature (A Joan Smith) does not match class member name; no trust documentation; no telephone number; inadequate statement

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 FINAL APPROVAL OF  
PROPOSED SETTLEMENT**

Date: April 24, 2023  
Time: 8:30 a.m.  
Judge: David O. Carter  
Room: 10A

1 WHEREAS, Plaintiffs Donald C. Brockman, individually and as trustee of  
2 the Donald C. Brockman Trust, Heidi M. Jacques, individually and as trustee of the  
3 Heidi M. Jacques Trust, John Crow, Josh Hernandez, LBC Seafood, Inc., Quality  
4 Sea Food Inc. (“Fisher Class Representatives”), and Amplify Energy Corp., Beta  
5 Operating Company, LLC and San Pedro Bay Pipeline Company (collectively,  
6 “Defendants” or “Amplify”) have reached a proposed settlement of the Fisher Class  
7 claims, which is embodied in the Settlement Agreement filed with the Court;

8 WHEREAS, plaintiffs John Pedicini, individually and as trustee of the T & G  
9 Trust, Mary Pedicini, individually and as trustee of the T & G Trust, Rajasekaran  
10 Wickramasekaran, Chandralekha Wickramasekaran (“Property Class  
11 Representatives”), and Amplify have reached a proposed settlement of the Property  
12 Class claims, which is embodied in the Settlement Agreement filed with the Court;

13 WHEREAS, plaintiffs Banzai Surf Company, LLC, Beyond Business  
14 Incorporated, Bongos Sportfishing LLC, Bongos III Sportfishing LLC, Davey’s  
15 Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman  
16 (“Waterfront Tourism Class Representatives”), and Amplify have reached a  
17 proposed settlement of the Property Class claims, which is embodied in the  
18 Settlement Agreement filed with the Court;

19 WHEREAS, on December 7, 2022, an Order Granting Preliminary Approval  
20 of Proposed Settlement (“Preliminary Approval Order”) was entered by this Court,  
21 preliminarily approving the proposed Settlement of this Action pursuant to the  
22 terms of the Settlement Agreement and directing that Notice be given to the  
23 members of the Settlement Classes;

24 WHEREAS, pursuant to the Settlement Agreement, Class Members have  
25 been provided with Notice informing them of the terms of the proposed Settlement  
26 and of a Final Approval Hearing to, *inter alia*: (a) determine whether the proposed  
27 Settlement should be finally approved as fair, reasonable, and adequate so that the  
28 Final Approval Order and Judgment should be entered; (b) consider any timely

1 objections to this Settlement and the Parties' responses to such objections; (c) rule  
2 on any application for attorneys' fees and expenses; (d) rule on any application for  
3 service awards; and (e) determine whether the Plans of Distribution that will be  
4 submitted by Class Counsel should be approved;

5 WHEREAS, a Final Approval Hearing was held on April 24, 2023. Prior to  
6 the Final Approval Hearing, proof of completion of Notice was filed with the  
7 Court, along with declarations of compliance as prescribed in the Preliminary  
8 Approval Order. Class Members were adequately notified of their right to appear at  
9 the hearing in support of or in opposition to the proposed Settlement, any  
10 application for attorneys' fees and expenses, any application for incentive awards,  
11 and/or the Plans of Distribution submitted by Class Counsel;

12 WHEREAS, no Class Members have filed objections challenging the fairness  
13 of the Settlement, indicating a positive reaction from the Classes and further  
14 supporting the reasonableness of the Settlement;

15 WHEREAS, the Fisher Class Representatives, Property Class  
16 Representatives, and Waterfront Tourism Class Representatives have applied to the  
17 Court for final approval of the proposed Settlement of the Action, the terms and  
18 conditions of which are set forth in the Settlement Agreement;

19 NOW, THEREFORE, the Court having read and considered the Settlement  
20 Agreement and accompanying exhibits and the Motion For Final Settlement  
21 Approval, having heard any objectors or their counsel appearing at the Final  
22 Approval Hearing, having reviewed all of the submissions presented with respect to  
23 the proposed Settlement, and having determined that the Settlement is fair,  
24 adequate, and reasonable and in the best interests of the Class Members, it is hereby  
25 ORDERED, ADJUDGED and DECREED THAT:

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

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

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

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

19           a.     Among the factors supporting the Court's determination are: the  
20 significant relief provided to Class Members; the risks of ongoing litigation,  
21 trial, and appeal; the risk of maintaining class action status through trial and  
22 appeal; the substantial discovery to date; and the positive reaction of Class  
23 Members.

24           b.     The Court certifies the Classes for Settlement. Each Class  
25 satisfies all factors of Rule 23(a). Each Class is sufficiently numerous (Rule  
26 23(a)(1)) because each Class likely contains over 1000 members. *See* Dkt.  
27 476 at 22. Commonality is satisfied (Rule 23(a)(2)), because this case raises  
28 multiple common questions, including whether Amplify acted negligently in

1 operating and maintaining its Pipeline, and whether Amplify utilized  
2 adequate training, staffing and safety measures and systems. Typically is  
3 satisfied (Rule 23(a)(3)), because Plaintiffs' claims and those of the  
4 Settlement Classes each represents are based on the same course of conduct  
5 and the same legal theories. Moreover, the Plaintiffs representing each  
6 Settlement Class suffered the same types of alleged harm as the Class  
7 Members they seek to represent. Adequacy is satisfied (Rule 23(a)(4)),  
8 because Interim Settlement Class Counsel have vigorously prosecuted this  
9 action on behalf of the Settlement Classes and Plaintiffs have demonstrated  
10 their commitment to the Settlement Classes, including by providing pertinent  
11 information about their losses, searching for and providing documents and  
12 information in response to Amplify's discovery requests, regularly  
13 communicating with their counsel about the case, and reviewing and  
14 approving the proposed Settlement. Additionally, the Court finds that  
15 Plaintiffs and Interim Settlement Class Counsel's interest are aligned with  
16 and not antagonistic to the interest of the Classes, with whom they share an  
17 interest in obtaining relief from Amplify for the alleged violations. The Court  
18 also finds that each Class satisfies the relevant requirements of Rule 23(b)(3).  
19 Common issues of fact and law predominate, because the Settlement Class  
20 Members' claims all arise out of the same laws and the same alleged conduct.  
21 Class treatment is superior to other methods for the resolution of this case,  
22 particularly given the relatively small amounts of alleged damages for each  
23 individual Class Member.

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

1           d.     The Court has considered and hereby overrules any and all  
2           objections to the Settlement.

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

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

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

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

17          9.     The above-captioned Action is dismissed in its entirety with prejudice.  
18          Except as otherwise provided in orders separately entered by this Court on any  
19          application for attorneys' fees and expenses, any application for incentive awards,  
20          and the Plans of Distribution submitted by Class Counsel, the parties will bear their  
21          own expenses and attorneys' fees.

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

27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. David O. Carter