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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' NOTICE OF**
27 **MOTION AND MOTION FOR**
28 **PRELIMINARY APPROVAL OF**
CLASS ACTION SETTLEMENT
AND DIRECTION OF NOTICE
UNDER RULE 23(E)

Judge: Hon. David O. Carter
Date: June 12, 2023
Time: 8:30 am PT
Courtroom: 10A

NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 12, 2023, at 8:30 a.m., or as soon thereafter as this matter may be heard, in Courtroom 10A of the United States District Court for the Central District of California, located at 411 West Fourth Street, Santa Ana, California, 92701, Plaintiffs, for themselves and on behalf of all others similarly situated, will move the Court for an order pursuant to Fed. R. Civ. P. 23(e)(1) granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and for Direction of Notice Under Rule 23(e).

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

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

This Motion is based on this Notice of Motion and Motion; the accompanying Memorandum of Points and Authorities; the Settlement, including

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

1 all exhibits thereto; the Declaration of Lexi J. Hazam (“Hazam Decl.”), filed
2 herewith; the Declaration of notice expert Gina Intrepido-Bowden filed herewith
3 (“Intrepido-Bowden Decl.”); the Declaration of the Hon. Layn R. Phillips filed
4 herewith (“Phillips Decl.”); the arguments of counsel; all papers and records on file
5 in this matter, and such other matters as the Court may consider.

6
7 Dated: May 15, 2023

Respectfully submitted,

8
9 /s/ Wylie Aitken

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Interim Co-Lead Counsel for Plaintiffs and the Proposed Classes

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17 **SOUTHERN DIVISION**
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23 **AMPLIFY ENERGY CORP., et al.,**

24 Defendants.
25
26

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

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

Judge: David O. Carter
Date: June 5, 2023
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INTRODUCTION

1
2 In October 2021, the San Pedro Bay Pipeline ruptured, discharging thousands
3 of gallons of crude oil into Orange County’s coastal waters (the “Oil Spill”). The
4 Oil Spill damaged the local economy’s beaches, harbors, and properties; caused
5 closures to commercial fisheries; and harmed waterfront businesses that depend on
6 the local waters and coastline for their livelihood.

7 After more than a year and a half of intensive litigation, Plaintiffs and the
8 Shipping Defendants² have reached an agreement to settle Plaintiffs’ claims on a
9 class-wide basis. Pursuant to the terms of the Settlement Agreement, the Shipping
10 Defendants will pay a total of \$45 million in non-reversionary common funds to the
11 proposed Settlement Classes.

12 The proposed Settlement is an excellent result for the proposed Settlement
13 Classes, and readily satisfies the criteria for preliminary settlement approval of
14 being fair, reasonable, and adequate. In particular, the Settlement will provide
15 Orange County businesses and residents with relief rapidly, rather than after years
16 of continued litigation and appeals that would otherwise ensue. When considered in
17 combination with the Plaintiffs \$50 million settlement with Amplify,³ the result is
18 even more substantial. The total value of the Plaintiffs’ settlements with the
19 defendants in this action would be \$95 million dollars, an extraordinary result for
20 the proposed Settlement Classes.

21 The Settlement is the product of hard-fought, arms-length negotiations
22 between the Parties⁴ with the assistance of experienced and well-respected

23
24 ² The “Shipping Defendants” are: Capetanissa Maritime Corporation, Costamare
25 Shipping Co., S.A., V.Ships Greece Ltd., and the *M/V Beijing* (collectively,
26 “Capetanissa”) and Dordellas Finance Corp., MSC Mediterranean Shipping Co.
SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC*
Danit (collectively, “Dordellas”).

27 ³ “Amplify” refers collectively to Amplify Energy Corporation, Beta Operating
28 Company, LLC, and San Pedro Bay Pipeline Company, the three Defendants that
own and operate the San Pedro Bay Pipeline.

⁴ Unless otherwise stated, “the Parties” refers collectively to the parties to this
Settlement Agreement: Plaintiffs and the Shipping Defendants.

1 mediators Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). It follows
2 extensive discovery and litigation, including more than 40 depositions and
3 significant briefing and argument before this Court and the Court-appointed Special
4 Master Panel. Accordingly, the Parties and their counsel were well informed about
5 the issues, the strengths and weaknesses of their respective positions, and the risks
6 faced by each side of continued litigation in negotiating the Settlement.

7 The terms of this Settlement, including the Plans of Distribution to be filed
8 after preliminary approval, are very similar to those approved by this Court in the
9 Amplify settlement, and merit approval for the same reasons this Court cited there.
10 *See* Dkt. 728 (“Amplify Final Approval Order”).

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

17 **BACKGROUND**

18 **I. Factual Background**

19 Class Plaintiffs allege that in January 2021, two container ships, the *M/V*
20 *Beijing* (“Beijing”) and *M/V MSC Danit* (the “Ships”), struck and dragged their
21 anchors over Amplify’s San Pedro Bay Pipeline (the “Pipeline”), moving a 4,000-
22 foot section of the Pipeline out of alignment by more than 100 feet. Plaintiffs allege
23 that the Ships’ owners and operators neglected to inform Amplify or relevant
24 government authorities that their Ships’ anchors had struck the Pipeline prior to
25 October 2021, when damage to the Pipeline from the anchor strikes caused it to
26 rupture and discharge thousands of gallons of crude oil into Orange County’s
27 coastal waters. The spill soiled beaches and coastal properties, closed commercial
28 fisheries, and harmed waterfront tourism businesses. Upon learning that the Ships

1 had struck the Pipeline, community members affected by the spill (proposed Class
2 Members) brought claims against the Shipping Defendants for causing the spill, in
3 addition to their claims against Amplify. *See* Dkts. 102, 148, 454 (complaints
4 against Shipping Defendants).

5 **II. Procedural Background**

6 **A. Summary of Procedural History**

7 This litigation involves two separate but related actions: (1) *Gutierrez et al. v.*
8 *Amplify Energy Corp. et al.*, 8:21-cv-01628-DOC-JDE (“*Gutierrez*”) and (2) *In the*
9 *Matter of the Complaint of Dordellas Finance Corp. Owner and MSC*
10 *Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-
11 DOC-JDE (C.D. Cal.) (“*Limitation Action*”).

12 **1. Initiation of the Litigation and Complaints**

13 In the days after the Oil Spill in early October 2021, Plaintiffs began filing
14 lawsuits arising from the spill. *See* Dkt. 30 at 2 (listing cases). On December 20,
15 2021, this Court consolidated many of those cases into this lead case, *Gutierrez*,
16 and appointed Interim Co-Lead Counsel. Dkt. 38.

17 Plaintiffs filed their Consolidated Amended Complaint on January 28, 2022.
18 Dkt. 102. Plaintiffs brought claims against the Shipping Defendants for negligence,
19 public nuisance, negligent interference with prospective economic advantage,
20 trespass, continuing private nuisance, and a permanent injunction. Plaintiffs also
21 brought a claim for violation of California’s Unfair Competition Law, Cal. Bus. &
22 Prof. Code §§ 17200, *et seq.* *See id.*, ¶¶ 190-253. Plaintiffs filed their First
23 Amended Consolidated Amended Complaint on March 21, 2022. Dkt. 148.

24 Soon thereafter, the *MSC Danit’s* owner and owner *pro hac vice*, Dordellas
25 Finance Corp. and MSC Mediterranean Shipping Co. SA, and the *Beijing’s* owner,
26 Capetanissa Maritime Corporation (collectively “*Shipowners*”), filed petitions
27 under the Limitation of Liability Act of 1851, 46 U.S.C. §§ 30502, *et seq.* (the
28 “*Limitation Act*”), seeking exoneration from or limitation of liability. *See*

1 Limitation Action Dkt. No. 1; *see also In re the Matter of the Complaint of*
2 *Capetanissa Maritime Corporation*, No. 2:22-cv-03462-DOC-JDE (C.D. Cal.) (“*In*
3 *re Capetanissa*”).

4 **2. Litigation on Impact of Limitation Action on *Gutierrez***

5 With their Limitation Act petitions, the Shipowners sought a stay of
6 Plaintiffs’ claims in *Gutierrez* until the Shipowner’s liability and potential right to
7 limitation were resolved under the Limitation Act. *See* Limitation Action Dkt. 1; *In*
8 *re Capetanissa*, Dkt. 1. The Court invited supplemental briefing on the Limitation
9 Act and its impact *Gutierrez*. Dkt. 171.

10 Plaintiffs filed supplemental briefing arguing that their claims against
11 Amplify and the Shipping Defendants should proceed in *Gutierrez*. Dkts. 224, 232.
12 Plaintiffs’ briefing also asserted that if the Court were to grant the Shipowners’
13 request to stay Plaintiffs’ claims in *Gutierrez*, then the stay should apply only to
14 claims against the Shipowners and no other Defendants, and that Plaintiffs’ claims
15 against the Shipowners should then proceed as a class claim within the Limitation
16 Action. Dkts. 224, 232.

17 On May 25, 2022, the Court issued an order permitting Plaintiffs’ claims
18 against the non-Shipowner Defendants, including Amplify and certain Shipping
19 Defendants, to proceed in *Gutierrez*, and staying Plaintiffs’ claims against the
20 Shipowners in *Gutierrez* until the Shipowners’ liability and potential right to
21 limitation were resolved in a single consolidated Limitation Action. *Gutierrez v.*
22 *Amplify Energy Corp.*, No. 8:21-cv-01628-DOC-JDE, 2022 WL 2348060, at *3
23 (C.D. Cal. May 25, 2022). The Court also ordered that discovery be coordinated
24 between *Gutierrez* and the Limitation Action, and set a schedule for Limitation
25 Action notice, claims, and other requirements. *See id.* Consistent with their
26 supplemental briefing, Plaintiffs then filed a class claim on behalf of the putative
27 Settlement Classes against the Shipowners in the Limitation Action, as well as an
28 Answer asserting the Shipowners were not entitled to exoneration or limitation of

1 liability. Limitation Action. Dkts. 29, 166, 167, 171.

2 **3. Plaintiffs' Settlement with Amplify**

3 On August 24, 2022, Plaintiffs and Amplify informed the Court that they had
4 reached an agreement to settle Plaintiffs' claims against Amplify. Dkt. 377. This
5 Court granted final approval to the settlement with Amplify on April 24, 2023. Dkt.
6 728.

7 After reaching the proposed resolution with Amplify, Plaintiffs focused all
8 their litigation efforts on the Shipping Defendants, and the significant merits-related
9 hours and expenditures by Plaintiffs over the past seven months have related solely
10 to pursuing their claims against the Shipping Defendants. Hazam Decl. ¶ 16.

11 **4. Litigation Against Shipping Defendants in *Gutierrez***

12 In *Gutierrez*, all Parties stipulated to Plaintiffs filing a Second Amended
13 Consolidated Class Action Complaint, which this Court granted on October 3,
14 2022. Dkts. 436, 452. The now-operative complaint was filed on October 4, 2022.
15 Dkt. 454.

16 The Shipping Defendants moved to dismiss Plaintiffs' Second Amended
17 Consolidated Class Action Complaint. Dkts. 467 (Mediterranean Shipping
18 Company S.r.L. and MSC Shipmanagement Ltd.), 470 (Costamare Shipping Co.
19 S.A. and V.Ships Greece Ltd.), 494 (Cosco Shipping Lines). Plaintiffs filed a
20 consolidated opposition (Dkt. 491) addressing two of the motions (Dkts. 467, 470)
21 and a separate opposition addressing Cosco Shipping Lines' motion (Dkt. 537).
22 Defendants replied, and the Court heard argument at an all-day hearing on
23 December 5, 2022.

24 **5. Litigation Against Shipping Defendants in Limitation Action**

25 The Parties also engaged in significant motion practice related to the
26 Limitation Action. After Plaintiffs filed their class claim, the Shipowners moved to
27 strike and/or dismiss the class claim, arguing that class allegations cannot be
28 maintained within a limitation action. Limitation Action Dkts. 47, 48. Plaintiffs

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

3 Before the Shipowners issued notice of the Limitation Action to potential
4 claimants, Plaintiffs filed an objection to the planned notice on the grounds it was
5 insufficient to inform Class Members of the Limitation Action’s potential impact
6 on their rights. Limitation Action Dkt. 24. Shipowners moved to strike the
7 objection, Limitation Action Dkts. 30, 33, which Plaintiffs opposed, Limitation
8 Action Dkt. 44. The Court denied the Shipowners’ motion to strike Plaintiffs’
9 objection to notice and ordered supplemental notice to cure the deficiencies noted
10 in Plaintiffs’ objection. Limitation Action Dkt. 113. The Court further directed the
11 Parties to confer on the form of the supplemental notice and raise any disputes with
12 the Special Master Panel. *Id.* The Parties made numerous submissions to the
13 Special Master Panel regarding the proper form of supplemental notice, in which
14 Plaintiffs argued in favor of direct notice to identifiable putative class members,
15 extending the claim filing period, and a short form claim to streamline the claim
16 filing process. The Special Master Panel ordered direct notice and extended the
17 monition period to December 7. Limitation Action Dkt. 131. The Court ordered the
18 short form claim process. Limitation Action Dkt. 132.

19 **6. Litigation to Lift Stay as to V.Ships and Costamare**

20 Capetanissa initially sought, and the Court initially granted, a stay of claims
21 against two non-Shipowner Defendants, V.Ships Greece Ltd. (“V.Ships”) and
22 Costamare Shipping Company (“Costamare”). Dkt. 401. When it became apparent
23 neither was a vessel owner, Plaintiffs moved to lift the stay against the two
24 Shipping Defendants. Dkts. 383, 396. On September 8, 2022, the Court granted
25 Plaintiffs’ motion and lifted the stay to the extent it applied to Class Plaintiffs’ and
26 Amplify’s claims against V.Ships and Costamare. Dkt. 401.

27 **7. Litigation Regarding Limitation Trial**

28 In its Order lifting the stay against V.Ships and Costamare, the Court

1 bifurcated liability and damages in the Limitation Action and later set a liability
2 trial to begin on April 24, 2023 (the “Limitation Trial”). Dkts. 401, 630. On January
3 4, 2023, the Special Master Panel directed the Parties to submit briefing on the
4 scope of the Limitation Trial. The Parties submitted detailed briefing, in which
5 Plaintiffs advocated for a narrow Limitation Trial focused on exoneration and
6 limitation. Limitation Action Dkts. 208, 224 (Plaintiffs’ briefing on the scope of the
7 Limitation Trial); *see also* Limitation Action Dkts. 209, 211, 222-2, 230
8 (Shipowners’ briefing on the scope of the Limitation Trial). The Court held a
9 hearing on the matter on February 7, 2023, after which the Court issued an Order
10 clarifying the scope of the Limitation Trial to include issues relevant to exoneration
11 and limitation. Limitation Action Dkt. 235.

12 **B. Discovery**

13 Plaintiffs and the Shipping Defendants have engaged in a significant amount
14 of discovery in the year and a half since this litigation began in both actions.
15 Plaintiffs propounded a total of 94 requests for production on the Shipping
16 Defendants, along with three sets of requests for admission. Each Plaintiff timely
17 responded to the Shipping Defendants’ two sets of requests for production, two sets
18 of interrogatories, and Capetanissa’s requests for admission. Plaintiffs also briefed
19 (and in some cases argued) numerous discovery disputes with the Shipping
20 Defendants before the Special Master Panel, including disputes regarding the
21 Shipping Defendants’ pace and schedule of production, whether Plaintiffs and other
22 parties would be permitted to propound discovery relating to the Shipping
23 Defendants’ Limitation Action claims against one another, and the location and
24 timing of depositions.

25 Plaintiffs collected 8 GB of data for search and review responsive to the
26 Shipping Defendants’ requests. Hazam Decl., ¶ 25. Plaintiffs and the Shipping
27 Defendants cumulatively reviewed and exchanged more than 190,000 documents,
28 including numerous highly technical documents relating to ship engineering and

1 navigation. *Id.* Plaintiffs cross-noticed and participated in the depositions of more
2 than 40 witnesses around the world, including at ports of call in Europe. Plaintiffs
3 also participated in the inspections of the *M/V Beijing*, the oil platform that
4 controlled the pipeline at the location and time of the spill, and the pipeline during
5 its removal. *Id.* Leading up to the deadline for expert reports, Plaintiffs also
6 developed several maritime experts and worked with various liability experts. *Id.*

7 As to damages, Plaintiffs engaged the same damages experts who survived
8 *Daubert* challenges in *Plains*, including an expert in the field of real estate
9 damages, an economist, and a marine scientist, who submitted confidential
10 preliminary reports the mediation to support Plaintiffs' damages. Hazam Decl. ¶ 26.

11 As a result of this extensive liability and damages work conducted by the
12 Plaintiffs and the Ships, the Parties were well-placed to evaluate the strengths and
13 weaknesses of their positions and the adequacy of the proposed Settlement. *Id.* The
14 advanced stage of discovery crystallized liability issues in the mediation sessions
15 with the Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). *See* Phillips Decl.

16 C. Settlement Negotiations

17 The proposed Settlement is the product of hard-fought, arm's length
18 negotiations. On June 2, 2022, the Parties participated in a formal mediation session
19 with Hon. Layn Phillips (Ret.) and Hon. Sally Shushan (Ret.). That session did not
20 result in a settlement. Phillips Decl. ¶¶ 5-7. The Parties continued informal
21 negotiations and held telephone conferences over the following months. *Id.* ¶ 8. On
22 November 14, 2022, the Parties against engaged the mediators in an all-day
23 mediation session. *Id.* ¶ 9. There, too, the Parties were unable to come to an
24 agreement. *Id.* Following that mediation session, the Parties continued their
25 informal negotiations with the mediators. *Id.* On February 5, 2023, the mediators
26 made a mediator's proposal, which the Parties accepted on February 8, 2023. *Id.*
27 ¶ 10. Since reaching an agreement in principle, the Parties have worked diligently
28 to draft the Settlement Agreement, notices, and other settlement exhibits, and to

1 select the proposed Settlement Administrator. Hazam Decl. ¶ 31.

2 **SUMMARY OF THE SETTLEMENT TERMS**

3 Under the proposed Settlement, the Shipping Defendants will pay \$45
4 million total, with \$30.6 million paid to the Fisher Class, \$8.1 million to the
5 Property Class, and \$6.3 million to the Waterfront Tourism Class. *See* Settlement at
6 §§ II.16, 28, 41, III. These amounts, together with interest earned thereon, will
7 constitute the Fisher, Property, and Waterfront Tourism Class Common Funds,
8 respectively. *Id.* § II.14, 26, 39. No portion of the combined \$45 million will revert
9 to the Shipping Defendants. After deduction of notice-related costs and any Court-
10 approved attorneys’ fees and costs, and service awards to Class Representatives, the
11 monies will be distributed to the members of the three Classes in accordance with
12 Plans of Distribution which Plaintiffs are entrusted with developing per the
13 Settlement, to be submitted to this Court for review and approval within 10 days of
14 preliminary approval. The Plans of Distribution are described in Argument § I.C.2.a
15 below.

16 The structure of the Settlement, the proposed Classes, the division of funds
17 between the Classes, the notice program, and the Plans of Distribution are all
18 substantially similar to the settlement with Amplify that this Court recently
19 approved. *See* Dkt. 728. Two differences each benefit Class Members: first, unlike
20 in the Amplify Settlement, Class Members’ payments under this Settlement will not
21 be offset by any payments already received under the Oil Pollution Act. Second,
22 unlike in the Amplify Settlement, *no* Waterfront Tourism Class Members will need
23 to submit claims or documentation to receive a payment from this Settlement.
24 Rather, the Net Waterfront Tourism Class Fund will be distributed to all Waterfront
25 Tourism Class Members automatically as described in Argument § I.C.2.a below.

26 **LEGAL STANDARD**

27 Class actions “may be settled . . . only with the court’s approval.” Fed. R.
28

1 Civ. P. 23(e).⁵ The Ninth Circuit has a “strong judicial policy that favors
2 settlements, particularly where complex class action litigation is concerned.” *In re*
3 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (citation
4 omitted). Rule 23(e) governs a district court’s analysis of the fairness of a proposed
5 class action settlement. The process for court approval is comprised of two steps:
6 *First*, a court must make a “preliminary fairness determination” that it is
7 likely to “approve the proposal under Rule 23(e)(2).” FRCP 23(e)(1)(B); *In re*
8 *Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 17-
9 MD-02777-EMC, 2019 WL 536661, at *7-8 (N.D. Cal. Feb. 11, 2019). If a court
10 makes this determination, it must direct notice to the proposed settlement class,
11 describing the terms of the proposed settlement and the definition of the class, to
12 give them an opportunity to object to or opt out of the proposed settlement. *See*
13 FRCP 23(c)(2)(B); FRCP 23(e)(1), (5). *Second*, after a fairness hearing, the court
14 may grant final approval to the proposed settlement on a finding that the settlement
15 is fair, reasonable, and adequate. FRCP 23(e)(2). By this motion, Plaintiffs
16 respectfully ask the Court to take the first step and enter an order preliminarily
17 approving the Settlement and directing class notice, pursuant to the proposed notice
18 program, under FRCP 23(e)(1).

19 ARGUMENT

20 **I. The Proposed Settlement Is Fair, Reasonable, and Adequate.**

21 A court should preliminarily approve a class settlement if it finds that it is
22 likely to approve the settlement as “fair, reasonable, and adequate.” FRCP
23 23(e)(1)(B)(i); (e)(2). The factors to consider are whether: “(A) the class
24 representatives and class counsel have adequately represented the class; (B) the
25 proposal was negotiated at arms-length; (C) the relief provided for the class is
26 adequate . . . ; and (D) the proposal treats class members equitably relative to each
27

28 ⁵ All references to “FRCP” or “Rule” refer to the Federal Rules of Civil Procedure.

1 other.” FRCP 23(e)(2).⁶ *Id.* “[T]he district court must show it has explored
2 comprehensively all Rule 23(e)(2) factors, and must give a reasoned response to all
3 non-frivolous objections.” *In re Apple Inc. Device Performance Litig.*, No. 21-
4 15758, 2022 WL 4492078, at *8 (9th Cir. Sept. 28, 2022) (citation omitted).

5 At the preliminary approval stage, the primary question is simply whether the
6 settlement “is ‘within the range of possible approval’ and whether or not notice
7 should be sent to class members.” *Carter v. Anderson Merchs., LP*, Nos. 08-0025,
8 09-0216, 2010 WL 1946784, at *4 (C.D. Cal. May 11, 2010) (citation omitted). At
9 the same time, “settlement approval requires a higher standard of fairness and a
10 more probing inquiry than may normally be required under Rule 23(e)” if “the
11 parties negotiate a settlement agreement before the class has been certified.” *Roes,*
12 *1–2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019) (citations omitted).

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

15 Plaintiffs and Interim Co-Lead Counsel have prosecuted this action on behalf
16 of the proposed Settlement Classes with vigor and dedication for the past year and a
17 half, with the aim of securing substantial and expeditious relief for community
18 members affected by the Oil Spill. *See* Fed. R. Civ. P. 23(e)(2)(A). As discussed
19 above and in the attached declaration, Interim Co-Lead Counsel thoroughly
20 investigated the factual and legal issues, conducted substantial discovery, engaged
21 in extensive motion practice before this Court and the Special Master Panel, and
22 worked with experts to investigate the Shipping Defendants’ liability, identify the
23 Classes, and assess their damages. *See* Background § II, *supra*. In particular,
24 Plaintiffs obtained more than 180,000 documents from the Shipping Defendants
25

26 ⁶ The “factors in amended Rule 23(e)(2) generally encompass the list of relevant
27 factors previously identified by the Ninth Circuit.” *Zamora Jordan v. Nationstar*
28 *Mortg., LLC*, No. 2:14-CV-0175-TOR, 2019 WL 1966112, at *2 (E.D. Wash. May
2, 2019); *see also Loomis v. Slendertone Distrib., Inc.*, No. 19-cv-854-MMA, 2021
WL 873340, at *4 n.4 (S.D. Cal. Mar. 9, 2021) (Rule 23(e)(2) “overlap[s]” with
factors Ninth Circuit had previously identified).

1 and participated in more than 30 depositions of witnesses related to Shipping
2 Defendants or third parties (plus an additional more than 10 depositions of Amplify
3 witnesses). Hazam Decl., ¶ 25. The Class Representatives produced more than
4 8,000 documents in discovery *after* settling with Amplify. *Id.*

5 The Class Representatives themselves have also been actively engaged in the
6 case—each provided pertinent information about their losses, searched for and
7 provided documents and information in response to written discovery requests and
8 follow-up correspondence, and regularly communicated with their counsel up to
9 and including evaluating and approving the proposed Settlement. *Id.*, ¶ 28.

10 **B. The Settlement Was Negotiated at Arm’s Length (Rule**
11 **23(e)(2)(B)).**

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

22 Here, the Parties engaged in vigorous and contested settlement negotiations
23 with the aid of “neutral and experienced mediators.” *Baker v. SeaWorld Ent., Inc.*,
24 2020 WL 4260712, at *6 (S.D. Cal. July 24, 2020). As this Court held when
25 granting preliminary approval to the similar settlement with Amplify, “The
26 involvement of Judge Layn Phillips (Ret.) and Judge Sally Shushan (Ret.), two
27 highly qualified mediators, in the settlement process supports this Court’s finding
28 that the Settlement Agreement was reached at arm’s length and is free from

1 collusion.” Dkt. 599 at 3. The Parties’ two formal all-day mediation session with
2 the mediators on June 2 and November 14, 2022, did not result in a settlement.
3 Hazam Decl., ¶ 29. The Parties continued informal negotiations and held telephone
4 conferences over the following months, and they were able to agree only when the
5 mediators issued a mediators’ proposal. *Id.* ¶¶ 29-30; Phillips Decl., ¶¶ 7-10.

6 Proposed Settlement Class Counsel will apply for an award of attorneys’ fees
7 “separate from the approval of the Settlement, and neither [Plaintiffs nor Class
8 Counsel] may cancel or terminate the Settlement based on this Court’s or any
9 appellate court’s ruling with respect to attorneys’ fees.” *Cheng Jiangchen v.*
10 *Rentech, Inc.*, No. 17-1490, 2019 WL 5173771, at *6 (C.D. Cal. Oct. 10, 2019).
11 Finally, no portion of the Common Funds will revert to Defendants or their
12 insurers. *See generally In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935
13 (9th Cir. 2011). For these reasons, no signs of collusion are present here.

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

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

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

23 To assess “the costs, risks, and delay of trial and appeal,” Rule 23(e)(2)(C)(i),
24 the Court must “evaluate the adequacy of the settlement amount in light of the
25 case’s risks.” *In re Wells Fargo & Co. S’holder Derivative Litig.*, 2019 WL
26 13020734, at *5 (N.D. Cal. May 14, 2019). This requires weighing “[t]he relief that
27 the settlement is expected to provide” against “the strength of the plaintiffs’ case
28 [and] the risk, expense, complexity, and likely duration of further litigation.” *Id.*

1 Here, the non-reversionary \$45 million Settlement provides Settlement Class
2 Members with substantial monetary relief. When viewed in combination with the
3 \$50 million monetary relief sought in the settlement against Amplify, the \$95
4 million result in under two years is extraordinary. The combined \$95 million
5 represents a substantial portion of the Classes’ estimated damages. *See Phillips*
6 *Decl.* at 13. Courts routinely approve settlements that achieve significantly less. *See*
7 *also e.g., In re Toys R Us–Del., Inc.–Fair & Accurate Credit Transactions Act*
8 *(FACTA) Litig.*, 295 F.R.D. 438, 453-54 (C.D. Cal. 2014) (granting final approval
9 to settlement providing 3% of possible recovery (\$391.5 million value on exposure
10 up to \$13.05 billion)); *Reed v. 1–800 Contacts, Inc.*, No. 12–CV–02359 JM, 2014
11 WL 29011, at *6 (S.D. Cal. Jan. 2, 2014) (granting final approval to settlement
12 providing 1.7% of possible recovery (net settlement fund of \$8,288,719.16,
13 resolving claims worth potentially \$499,420,000). Class Members would only
14 receive 100% of their damages if they succeed at every stage of litigation, including
15 lengthy appeal, at which point they could still end up with no recovery. The “very
16 essence of a settlement is compromise, a yielding of absolutes and an abandoning
17 of highest hopes.” *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 322
18 (N.D. Cal. 2018) (quoting *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242
19 (9th Cir. 1998)); *see also id.* (“Estimates of what constitutes a fair settlement figure
20 are tempered by factors such as the risk of losing at trial, the expense of litigating
21 the case, and the expected delay in recovery (often measured in years).”).

22 The reasonableness of the proposed Settlement is clear in light of the
23 uncertainty of victory and significant delay from continued litigation. Class
24 Plaintiffs litigated this case nearly to the Limitation Act trial, which would have
25 determined whether the Ships were at least partly liable for the Oil Spill, and if so
26 whether their liability should be limited pursuant to the Limitation Act. If the Ships
27 had proven at that trial that they were not liable for the Oil Spill, or that their
28 damages should be limited, Class Plaintiffs would have either recovered nothing or

1 potentially significantly less than their full damages—especially considering that
2 Amplify would have also claimed very significant damages in any concursus
3 related to any limited funds identified in the Limitation Action. If the Court had
4 granted limitation, Plaintiffs also faced the challenge of demonstrating that a class
5 claim was proper in a Limitation Action—which the Shipping Defendants had
6 strenuously opposed and which this Court had not yet decided.

7 Even in the best case scenario for Class Plaintiffs—if the Court denied
8 exoneration and limitation, dismissed the Limitation Action, and the parties
9 litigated fully in *Gutierrez*—Class Plaintiffs would still face the gauntlet of
10 prevailing on class certification, *Daubert*, summary judgment, liability and
11 damages at trial, and inevitable appeal. Each of these would be hotly contested. The
12 Shipping Defendants would also likely seek to shift liability onto Amplify.

13 Perhaps most importantly, any victory at trial that survived appeal would be
14 years away. In *Andrews v. Plains All American Pipeline, L.P.* (“*Plains*”), No. 2:15-
15 cv-04113-PSG (C.D. Cal.), a similar class action lawsuit on behalf of businesses
16 and property owners harmed by a Southern California oil spill, the parties litigated
17 for over seven years before reaching a settlement shortly before trial. Even if
18 Plaintiffs secured a complete victory at trial on both liability and damages, it is a
19 near certainty that Defendants would engage in “vigorous post-trial motion
20 practices . . . and likely appeals to the Ninth Circuit—delaying any recovery for
21 years” more. *Baker*, 2020 WL 4260712, at *7.

22 Of course, Class Counsel were prepared to prosecute their clients’ case
23 through all challenges, and believe they can overcome them. Nonetheless, risks
24 remained, and significant delays to recovery would have been inevitable. The
25 proposed Settlement allows the affected Orange County community to obtain
26 recovery now—within about two years of the incident that caused their losses.

27 Experienced counsel’s support for the proposed Settlement also weighs in
28 favor of preliminary approval. *See Cheng Jiangchen*, 2019 WL 5173771, at *6

1 (“The recommendation of experienced counsel carries significant weight in the
2 court’s determination of the reasonableness of the settlement.”) (citation omitted).
3 Class Counsel strongly support the Settlement. *See* Hazam Decl., ¶¶ 32-33.

4 In summary, the proposed Settlement offers substantial monetary relief, and
5 it avoids the uncertainty and the inevitable years-long delays the Classes would
6 have faced if Class Plaintiffs were successful in the Limitation Action trial *and* a
7 *Gutierrez* trial and then appeal. This reality, and the potential risks outlined above,
8 underscore the strength of the proposed Settlement.

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

11 Second, the Court should consider “the effectiveness of any proposed method
12 of distributing relief to the class, including the method of processing class-member
13 claims.” FRCP 23(e)(2)(C)(ii). If the Settlement is approved by the Court, Plaintiffs
14 will submit Plans of Distribution to the Court within 10 days of preliminary
15 approval, and also make these distribution plans available on the Settlement
16 website. Hazam Decl., ¶ 8. As a part of the notice plan, Settlement Class Members
17 will be instructed to review the Plans of Distribution on the website, and will have
18 the opportunity to do so well before the deadline to object to the Settlement. *Id.*

19 For all Settlement Classes, the Settlement Administrator will determine the
20 amount of each payment consistent with the Plans of Distribution. *Id.* ¶ 9.

21 Approval of the Plans of Distribution is meant to be separate and distinct
22 from the Court’s approval of the Settlement Agreement, as it was in the *Plains* and
23 *Amplify* settlements. As a result, a Settlement Class Member might object to the
24 Plans of Distribution, and the Settlement could nonetheless become final and
25 effective. This helps the Settlement becomes effective as soon as possible.

26 **a. Summary of Plans of Distribution**

27 The Plans of Distribution will effectively distribute relief to the Classes. *See*
28 FRCP 23(e)(2)(C)(ii). The Plans are substantially similar to those approved in the

1 Amplify Settlement. *See* Dkt. 727 (order approving Amplify Plans of Distribution);
2 Tr. of Apr. 24, 2023 Hr’g at 4:10-7:1 (describing Amplify Plans of Distribution as
3 “extraordinarily well-thought-out”) (attached hereto as Ex. 2 to the Hazam Decl.).
4 Notably, all of the proposed Class Members had the opportunity to object to similar
5 Plans of Distribution in the Amplify settlement, and none did. *See id.* at 3. The two
6 differences between the Plans of Distribution Class Plaintiffs intend to submit here
7 and those approved in the Amplify settlement both benefit Class Members: (a) no
8 payments will be offset by prior payments received under the Oil Pollution Act, and
9 (b) no Waterfront Tourism Class Members will need to submit claims to receive
10 payments, for the reasons discussed below.

11 The distribution process here will be at least as “fair and simple” as the one
12 in the Amplify settlement, as this Court described:

13 The Fisher Plan and Property Plan will issue checks directly to Class
14 Members, obviating the need for a claims process entirely. Certain
15 Waterfront Tourism Class Members will similarly not need to submit
16 claims at all, and will be issued checks directly. For those Waterfront
17 Tourism Class Members who do need to submit claims forms, the
18 requirement documentation is minimal and flexible, and the Claims Form
19 is easily understandable.

20 *Id.* Omitting the claim requirement for certain Waterfront Tourism Class
21 Members will make the distribution process even simpler here. The calculation
22 of awards for each Class Member will also match the methodologies approved
23 in the Amplify settlement, *see id.*, with the exception of the Waterfront Tourism
24 Class Members who previously had to file claims, who now will receive equal
25 portions of the damages allocated to their business category.

26 The Plans of Distribution that Class Plaintiffs will submit following
27 preliminary approval will provide complete details. In sum:

28 ***Fisher Class:*** The Fisher Class distribution will be based upon the pro rata
share and value of the catch attributable to each vessel and each fishing license, per

1 landing records from the California Department of Fish and Wildlife (CDFW). The
2 Plan will also provide for the distribution of the Fisher Class Settlement Fund to
3 fish processors based upon CDFW landing records. This is the same Fisher Class
4 methodology employed and approved in the Amplify and Refugio/Plains
5 settlements. *See* Dkt. 727; *Plains*, Dkt. 979 (C.D. Cal. Sept. 20, 2022); *Plains*, Dkt.
6 951-1 (June 27, 2022) (plan of distribution for *Plains* fisher class).

7 ***Property Class:*** Property Class Members will receive checks by mail for
8 equal portions of the Property Class Settlement Fund (after fees and costs). As in
9 *Plains*, no Property Class Member will have to prove they had oil on their property.

10 ***Waterfront Tourism Class:*** All Waterfront Tourism Class Members will
11 receive checks by mail without having to file any claim (unlike in the Amplify
12 settlement). Waterfront Tourism Class Members who did not have to file claims in
13 the Amplify settlement (marinas, vessels and other entities engaged in cruising or
14 sportfishing, and hotels and lodging accommodations) will have their payments
15 determined the exact same way they are determined in the Amplify settlement:
16 based on their estimated share of aggregate damages for their category of business.
17 Because it is more difficult to estimate damages for four other categories of
18 businesses among the Waterfront Tourism Class—food and beverage entities, surf
19 schools, bait and tackle businesses, and other waterfront area businesses such as
20 retail shops—the estimated aggregate damages for each of these categories will be
21 divided evenly among all such businesses and distributed automatically by check.
22 Unlike in the Amplify settlement, these entities will not have to file claims to
23 receive payments. Class Plaintiffs believe, based in part upon their experience in
24 the Amplify settlement, that such a distribution is a fairer and more efficient means
25 than requiring a claims process to maximize distribution.

26 Courts regularly approve such settlement distributions as fair and reasonable.
27 *See, e.g.*, Dkt. 727 (approving similar distribution plans in Amplify settlement); *In*
28 *re Biolase, Inc. Sec. Litig.*, No. SA-CV-13-1300 JLS, 2015 WL 12720318, at *5

1 (C.D. Cal. Oct. 13, 2015) (approving variable pro rata distribution plan based upon
2 relative injuries of class members); *In re Illumina, Inc. Sec. Litig.*, 2021 WL
3 1017295, at *4-5 (S.D. Cal. March 17, 2021) (approving plan of distribution that
4 “correlates each Settlement Class members’ recovery to . . . each Settlement Class
5 member’s Recognized Loss”); *Koenig v. Lime Crime, Inc.*, No. CV 16-503 PSG,
6 2018 WL 11358228, at *4 (C.D. Cal. Apr. 2, 2018) (approving payment of equal
7 shares for portion of settlement); *S. California Gas Leak Cases*, No. BC601844,
8 (Cal. Super. Ct. April 29, 2022) (granting final approval to settlement distributing
9 \$40 million fund equally to class of property owners affected by gas leak).

10 **b. The Plans of Distribution Are Equitable.**

11 The proposed distributions will also “treat[] class members equitably relative
12 to each other.” FRCP 23(e)(2)(D). Relevant considerations include “whether the
13 apportionment of relief among class members takes appropriate account of
14 differences among their claims, and whether the scope of the release may affect
15 class members in different ways that bear on the apportionment of relief.” FRCP
16 23(e)(2), 2018 adv. comm. note. The release in the Settlement affects all Class
17 Members equally. Settlement § VIII.⁷

18 As noted above, the Plans of Distribution apportion relief among each
19 proposed Class equitably, considering the relative harm to each Class Member
20 where feasible, and employing common distribution arrangements well in line with
21 prior settlement approvals in this Circuit, including this Court regarding the
22 Amplify settlement. *See* Dkt. 727 (approving Amplify Plans of Distribution and
23 citing cases).

24 Allocation of funds *between* the three classes is also equitable, reflecting both
25

26 ⁷ The Settlement releases claims against the Shipping Defendants and “any party
27 allegedly liable for damages to the Putative Class Members based on the acts or
28 conduct of the *M/V Beijing* or the *MSC Danit* or any of the other Defendants,
including but not limited to COSCO Shipping Lines Co., LTD., COSCO (Cayman)
Mercury Co., Ltd. and Marine Exchange of Los Angeles-Long Beach Harbor”
Settlement § II.36. This Settlement thus would resolve all Class Plaintiffs’ claims.

1 relative amounts of damages as estimated by expert analysis to date, and likelihood
2 of recovery given relative strength of claims. *See Jenson v. v. First Tr. Corp.*, 2008
3 WL 11338161, at *10 (C.D. Cal. June 9, 2008) (approving distinctions in plan of
4 allocation as reasonably reflecting likelihood of recovery of subgroups within the
5 class). While Plaintiffs believe all three Classes will prevail, the Fisher Class and
6 Property Class (unlike the Waterfront Tourism Class) benefit from the precedents in
7 *Plains* certifying substantially similar classes, and admitting the testimony of the
8 same experts that Plaintiffs may use here to prove class-wide liability damages for
9 those two classes. *See Plains*, 2017 WL 10543402, at *1 (C.D. Cal. Feb. 28, 2017)
10 (certifying fisher class, denying certification of property and tourism classes);
11 *Plains*, Dkt. 454 (C.D. Cal. Apr. 17, 2018) (certifying renewed motion to certify
12 property class); *Plains*, 2020 WL 3105425, at *6 (C.D. Cal. Jan. 16, 2020) (denying
13 motion to decertify property class and to exclude fisher and property class experts).
14 The mediators also found that the allocation “fairly divides the Settlement among
15 the three putative classes.” Phillips Decl., ¶ 13.

16 **c. Plaintiffs Will Request Reasonable Service Awards for**
17 **Class Representatives.**

18 Plaintiffs intend to request service awards of up to \$7,500 each to
19 compensate the Class Representatives for the time and effort they spent pursuing the
20 matter on behalf of the Class, including participating in discovery and settlement.
21 *See Hazam Decl.* ¶¶ 28, 34. Such awards “are fairly typical in class action cases.”
22 *Rodriguez v. W. Publ’g. Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). “So long as they
23 are reasonable, they can be awarded.” *In re Apple*, 2022 WL 4492078, at *13
24 (rejecting objections that service awards were inequitable); *see also Illumina*, 2021
25 WL 1017295, at *8 (granting \$25,000 service award as reasonable).

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

28 The terms of Interim Co-Lead Counsel’s “proposed award of attorney’s fees,
including timing of payment,” are also reasonable. *See* FRCP 23(e)(2)(C)(iii).

1 Interim Co-Lead Counsel will move the Court for an award of attorneys’ fees of up
2 to 25% of each Common Fund (up to \$11.25 million). “[C]ourts typically calculate
3 25% of the fund as the ‘benchmark’ for a reasonable fee award.” *In re Bluetooth*,
4 654 F.3d at 942 (citation omitted). Interim Co-Lead Counsel’s fee request will be
5 supported by their lodestar in the matter, and Plaintiffs will provide lodestar and
6 expense figures when they move for attorneys’ fees and costs. Plaintiffs will also
7 seek reimbursement of litigation expenses. Hazam Decl. ¶ 35.

8 Plaintiffs will file their motion for attorneys’ fees and expenses (along with
9 Plaintiffs’ request for service awards) sufficiently in advance of the deadline for
10 Class Members to object to the request. The motion will be available on the
11 Settlement Website. Class Members will thus have the opportunity to comment on
12 or object to the fee application prior to the hearing on final settlement approval, as
13 the Ninth Circuit and Rule 23(h) require. *See In re Volkswagen “Clean Diesel”*
14 *Mktg., Sales Practices & Prods. Liab. Litig.*, 895 F.3d 597, 614–15 (9th Cir. 2018).

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

21 **4. No Other Agreements Exist.**

22 Plaintiffs have not entered into any agreements “made in connection with the
23 proposal” besides the Settlement itself. FRCP 23(e)(2)(C)(iv), 23(e)(3).

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

25 When a settlement is reached before certification, a court must determine
26 whether to certify the settlement class. *See, e.g., Manual for Compl. Litig.*, § 21.632
27 (4th ed. 2014); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997).
28 Class certification is warranted when the requirements of Rule 23(a) and at least

1 one subsection of Rule 23(b) are satisfied. Certification is warranted here. *See* Dkts.
2 559, 727 (certifying identical classes in Amplify settlement).

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

4 **Numerosity.** Rule 23(a)(1) requires that “the class is so numerous that
5 joinder of all members is impracticable.” FRCP 23(a)(1). Here, each Class contains
6 over one thousand Class Members. Intrepido-Bowden Decl., ¶ 25.

7 **Commonality.** Rule 23(a)(2) requires that there be one or more questions
8 common to the class. Commonality “does not turn on the number of common
9 questions, but on their relevance to the factual and legal issues at the core of the
10 purported class’ claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir.
11 2014). This case raises multiple common questions, including whether the Shipping
12 Defendants acted negligently in operating and maintaining their vessels, and
13 whether the Shipping Defendants’ conduct caused the Oil Spill.

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

21 **Adequacy of Representation.** Rule 23(a)(4)’s adequacy inquiry asks “(1) do
22 the named plaintiffs and their counsel have any conflicts of interest with other class
23 members and (2) will the named plaintiffs and their counsel prosecute the action
24 vigorously on behalf of the class?” *Evon v. Law Offices of Sidney Mickell*, 688 F.3d
25 1015, 1031 (9th Cir. 2012) (citation omitted). Interim Co-Lead Class Counsel have
26 extensive experience litigating and resolving class actions, and are well qualified to
27 represent the Settlement Classes. *See* Dkt. 38 (appointing Interim Co-Lead Counsel
28 after considering, in part, their “[e]xperience handling class action sand other

1 complex litigation”). Interim Co-Lead Class Counsel have vigorously prosecuted
2 this action on behalf of the Settlement Classes, including engaging in substantial
3 motions practice and extensive investigation and discovery, developing experts,
4 participating in mediation, and negotiating the proposed Settlement. *See supra*
5 Background § II; Argument § I.A. They will continue to protect their interests.

6 Likewise, the Class Representatives have demonstrated their commitment to
7 the Settlement Classes, including by providing significant amounts of information
8 about their businesses and their losses, answering questions and signing written
9 responses to the Shipping Defendants’ discovery requests, regularly communicating
10 with their counsel about the case, and reviewing and approving the proposed
11 Settlement. Hazam Decl., ¶¶ 28, 34.

12 Finally, Plaintiffs’ and Interim Co-Lead Class Counsel’s interests are aligned
13 with and not antagonistic to the interests of the Settlement Classes, with whom they
14 share an interest in obtaining relief from the Shipping Defendants.

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

16 In addition to the requirements of Rule 23(a), at least one prong of Rule
17 23(b) must be satisfied. Plaintiffs seek certification under Rule 23(b)(3), which
18 requires that “questions of law or fact common to class members predominate over
19 any questions affecting only individual members, and that a class action is superior
20 to other available methods for fairly and efficiently adjudicating the controversy.”

21 **Predominance.** “The predominance inquiry ‘asks whether the common,
22 aggregation-enabling, issues in the case are more prevalent or important than the
23 non-common, aggregation-defeating, individual issues.’” *Tyson Foods, Inc. v.*
24 *Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted). The Ninth Circuit
25 favors class treatment of claims stemming from a “common course of conduct,”
26 like those alleged from the Oil Spill in this case. *See In re First All. Mortg. Co.*, 471
27 F.3d 977, 989 (9th Cir. 2006). Common questions predominate here. The
28 Settlement Class Members’ claims all arise under the same laws and the same

1 alleged conduct. The questions that predominate include whether the Shipping
2 Defendants acted negligently in maintaining and operating their vessels, and
3 whether the Shipping Defendants caused the Oil Spill. Moreover, under the
4 proposed Settlement, there will be no class trial, removing potential concerns about
5 individual issues, if any, creating trial inefficiencies. *See Amchem Prods.*, 521 U.S.
6 at 620 (“Confronted with a request for settlement-only class certification, a district
7 court need not inquire whether the case, if tried, would present intractable
8 management problems ... for the proposal is that there be no trial.”).

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

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

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

27 The proposed notice program here meets the standards of the Federal Rules
28 and Due Process. The notice program includes direct notice via first class mail to all

1 identifiable Class Members;⁸ a robust and targeted social media notice campaign; a
 2 Settlement Website where Settlement Class Members can view the Settlement, the
 3 Long-Form Notice, and other key case documents; and a Toll-Free Number.
 4 Pursuant to Rule 23(c)(2)(B), the proposed forms of notice (*see* Intrepido-Bowden
 5 Decl., Exs. B-J) provide information about the case, the Settlement, and Class
 6 Members’ rights and options in clear and concise terms.

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

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

| | |
|--|---|
| 12 Last Day for the Plaintiffs to file Plan of Distribution | 10 days after Preliminary Approval |
| 13 Notice to be Completed | 40 days after Preliminary Approval |
| 14 Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Interim Co-Lead Counsel to file Application for Fees and Expenses and for Service Awards | 50 days after Preliminary Approval |
| 15 Last day to file Objections or Opt-Out Requests | 70 days after Preliminary Approval |
| 16 Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys’ Fees and Expenses, and Service Awards | 80 days after Preliminary Approval |
| 17 Final Approval Hearing | 90 days after Preliminary Approval |

18 **CONCLUSION**

19 Plaintiffs respectfully request that the Court: (1) determine under Rule
 20 23(e)(1) that it is likely to approve the Settlement and certify the Settlement
 21 Classes; (2) appoint Interim Co-Lead Counsel as Interim Settlement Class Counsel
 22 to conduct the necessary steps in the Settlement approval process; (3) direct notice
 23
 24
 25
 26
 27

28 ⁸ The website instructs businesses that do not receive a notice to contact the Settlement Administrator to determine if they fall within a Class.

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

3
4 Dated: May 15, 2022

Respectfully submitted,

5 /s/ Lexi J. Hazam

Lexi J. Hazam

6
7 /s/ Wylie A. Aitken

Wylie A. Aitken

8
9 /s/ Stephen G. Larson

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23 *Interim Co-Lead Counsel for Plaintiffs and the Proposed Classes*

24 **UNITED STATES DISTRICT COURT**
25 **CENTRAL DISTRICT OF CALIFORNIA**
26 **SOUTHERN DIVISION**

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

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

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

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

Judge: Hon. David O. Carter
Date: June 12, 2023
Time: 8:30 am PT
Courtroom: 10A

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

2 1. I am an attorney at law licensed to practice before all the courts of the
3 State of California, including the Central District of California. I am a partner with
4 the law firm of Lief Cabraser Heimann & Bernstein, LLP (“LCHB”) and one of
5 the attorneys appointed as Interim Co-Lead Counsel to represent Plaintiffs in this
6 matter. I respectfully submit this declaration in support of Plaintiffs’ Motion for
7 Preliminary Approval of Class Settlement and Direction of Notice Under Rule
8 23(e). I have personal knowledge of the facts set forth in this declaration, and could
9 and would testify competently to them if called upon to do so.

10 **Case Background and Summary of the Settlement**

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

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

21 4. Seeking to recover for these damages, Plaintiffs brought claims on
22 behalf of proposed classes of commercial fishers, property owners, and waterfront
23 tourism businesses impacted by the spill (collectively, the “Settlement Classes”).
24 Plaintiffs brought class claims against Shipping Defendants¹ related to two

25 _____
26 ¹ The “Shipping Defendants” are: Capetanissa Maritime Corporation, Costamare
27 Shipping Co., S.A., V.Ships Greece Ltd., and the *M/V Beijing* (collectively,
28 “Capetanissa”) and Dordellas Finance Corp., MSC Mediterranean Shipping Co.
SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC
Danit* (collectively, “Dordellas”).

1 container ships that allegedly struck and dragged the pipeline with their anchors,
2 causing damage that led to the spill. Plaintiffs also brought claims against Amplify,
3 the companies that own and operate the San Pedro Bay Pipeline.²

4 5. After more than a year of intensive litigation, Plaintiffs and the
5 Shipping Defendants have reached an agreement to settle Plaintiffs' claims against
6 Shipping Defendants on a class-wide basis.

7 **Material Terms of the Settlement**

8 6. Under the proposed Settlement, the Shipping Defendants will pay a
9 total of \$45 million into non-reversionary common funds (one for each Class), from
10 which payments will be made to Settlement Class Members.

11 7. No portion of the combined \$45 million will revert to the Shipping
12 Defendants. After deduction of notice-related costs and any Court-approved award
13 of attorneys' fees, reimbursement of litigation expenses, and service awards to
14 Class Representatives, the monies will be distributed to the members of the
15 Settlement Classes in accordance with Plans of Distribution to be submitted to, and
16 approved by, the Court.

17 8. If the Settlement is approved by the Court, Plaintiffs will submit Plans
18 of Distribution to the Court within 10 days of preliminary approval, and also make
19 these distribution plans available on the Settlement website. As a part of the notice
20 plan, Settlement Class Members will be directed to review the Plans of Distribution
21 on the case website. Settlement Class Members will have the opportunity to review
22 these plans well before they must decide whether to opt out of or object to the
23 Settlement.

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

1 9. For all Settlement Classes, the Settlement Administrator will
2 determine the amount of each Settlement Class Member payment consistent with
3 the Plans of Distribution.

4 **Plaintiffs and Settlement Class Counsel’s Vigorous Advocacy**

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

9 **A. Procedural History**

10 **a. Initiation of the Litigation and Complaints**

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

18 12. Plaintiffs filed their Consolidated Amended Complaint on January 28,
19 2022. Dkt. 102. Plaintiffs brought claims against the Shipping Defendants for
20 negligence, public nuisance, negligent interference with prospective economic
21 advantage, trespass, continuing private nuisance, and a permanent injunction.
22 Plaintiffs also brought a claim for violation of California’s Unfair Competition
23 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* See *id.*, ¶¶ 190-253. Plaintiffs then
24 filed their First Amended Consolidated Amended Complaint on March 21, 2022.
25 Dkt. 148.

26 **b. Litigation on Impact of Limitation Action on Gutierrez**

27 13. On March 31, 2022, certain Shipping Defendants (the “Shipowners”)
28 filed, in separate actions that were transferred before this Court, Complaints for

1 Exoneration from, or Limitation of, Liability under the Limitation of Liability Act
2 of 1851.

3 14. After briefing by all parties and a hearing, this Court stayed Plaintiffs'
4 claims against the Shipowners, while permitting Plaintiffs' claims to proceed
5 against Amplify and certain other Shipping Defendants. The Court consolidated the
6 limitation actions into *In the Matter of the Complaint of Dordellas Finance Corp.,*
7 *et al.*, No. 2:22-cv-02153-DOC-JDE (the "Limitation Action").

8 15. The Court also ordered that discovery be coordinated between this
9 case and the Limitation Action, and set a schedule for Limitation Action notice,
10 claims, and other requirements. Plaintiffs then filed a class claim on behalf of the
11 putative Settlement Classes against the Shipowners in the Limitation Action, as
12 well as an Answer asserting the Shipowners were not entitled to exoneration or
13 limitation of liability. Limitation Action. Dkts. 29, 166, 167, 171.

14 **c. Plaintiffs' Settlement with Amplify**

15 16. On August 24, 2022, Plaintiffs and Amplify informed the Court that
16 they had reached an agreement to settle Plaintiffs' claims against Amplify. Dkt.
17 377. This Court granted final approval to the settlement with Amplify on April 24,
18 2023. Dkt. 728. After reaching the proposed resolution with Amplify, Plaintiffs
19 focused all their litigation energy on the Shipping Defendants, and the significant
20 merits-related hours and expenditures by Plaintiffs over the past seven months have
21 related solely to pursuing their claims against the Shipping Defendants.

22 **d. Litigation Against Shipping Defendants in *Gutierrez***

23 17. On September 27, 2022, all Parties stipulated to Plaintiffs filing a
24 Second Amended Consolidated Class Action Complaint, and to Amplify filing a
25 Second Amended Third-Party Complaint, which this Court granted on October 3,
26 2022. Those complaints, now the operative complaints, were filed on October 4-5,
27 2022.

1 18. The Shipping Defendants moved to dismiss Plaintiffs’ Second
2 Amended Consolidated Class Action Complaint. Dkts. 467 (Mediterranean
3 Shipping Company S.r.L. and MSC Shipmanagement Ltd.), 470 (Costamare
4 Shipping Co. S.A. and V.Ships Greece Ltd.), 494 (Cosco Shipping Lines).
5 Plaintiffs filed a consolidated opposition (Dkt. 491) addressing two of the motions
6 (Dkts. 467, 470) and a separate opposition addressing Cosco Shipping Lines’
7 motion (Dkt. 537). The Defendants replied, and the Court heard argument at an all-
8 day hearing on December 5, 2022.

9 **e. Litigation Against Shipping Defendants in Limitation Action**

10 19. The Parties also engaged in significant motion practice related to the
11 Limitation Action. After Plaintiffs filed their class claim, the Shipowners moved to
12 strike and/or dismiss the class claim, arguing class allegations cannot be maintained
13 within a limitation action. Limitation Action Dkts. 47, 48. Plaintiffs opposed, *see*
14 Limitation Action Dkt. 66, and the Parties argued the motion over the course of a
15 two-day hearing on August 24 and 25, 2022.

16 20. Before the Shipowners issued notice of the Limitation Action to
17 potential claimants, Plaintiffs filed an objection to the planned notice on the
18 grounds it was insufficient to inform Class Members of the Limitation Action’s
19 potential impact on their rights. Limitation Action Dkt. 24. Shipowners moved to
20 strike the objection, Limitation Action Dkts. 30, 33, which Plaintiffs opposed,
21 Limitation Action Dkt. 44. The Court denied the Shipowners’ motion to strike
22 Plaintiffs’ objection to notice and ordered supplemental notice to cure the
23 deficiencies noted in Plaintiffs’ objection. Limitation Action Dkt. 113. The Court
24 further directed the Parties to confer on the form of the supplemental notice and
25 raise any disputes with the Special Masters Panel. *Id.* The Parties made numerous
26 submissions to the Special Masters Panel regarding the proper form of
27 supplemental notice, in which Plaintiffs argued in favor of direct notice to
28 identifiable putative class members, extending the claim filing period, and a short

1 form claim to streamline the claim filing process. The Special Masters Panel
2 ordered direct notice and extended the monition period to December 7. Dkt. 461.
3 The Court ordered the short form claim process. Dkt. 132.

4 **f. Litigation to Lift Stay as to V.Ships and Costamare**

5 21. Capetanissa initially sought, and the Court initially granted, a stay of
6 claims against two non-Shipowner Defendants, V.Ships Greece Ltd. (“V.Ships”)
7 and Costamare Shipping Company (“Costamare”). Dkt. 401. When it became
8 apparent neither was a vessel owner, Plaintiffs moved to lift the stay against the two
9 Shipping Defendants. Dkts. 382, 396. On September 8, 2022, the Court granted
10 Plaintiffs’ motion and lifted the stay to the extent it applied to Class Plaintiffs’ and
11 Amplify’s claims against V.Ships and Costamare. Dkt. 401.

12 **g. Litigation Regarding Limitation Trial**

13 22. In its Order lifting the stay against V.Ships and Costamare, the Court
14 bifurcated liability and damages in the Limitation Action and later set a liability
15 trial to begin on April 24, 2023 (the “Limitation Trial”). Dkts. 401, 630. On January
16 4, 2023, the Special Master Panel directed the Parties to submit briefing on the
17 scope of the Limitation Trial. The Parties submitted detailed briefing, in which
18 Plaintiffs advocated for a narrow Limitation Trial focused on exoneration and
19 limitation. Limitation Dkt. 208, 224 (Plaintiffs’ briefing on the scope of the
20 Limitation Trial); *see also* Dkts. 209, 211, 222-2, 230 (Shipowners’ briefing on the
21 scope of the Limitation Trial). The Court held a hearing on the matter on February
22 7, 2023, after which the Court issued an Order clarifying the scope of the
23 Limitation Trial to include issues relevant to exoneration and limitation. Dkt. 235.

24 **B. Thorough Fact Investigation and Discovery**

25 23. Plaintiffs and the Shipping Defendants have engaged in a significant
26 amount of discovery in the year since Plaintiffs filed claims against them.

27 24. Plaintiffs propounded a total of 94 requests for production on the
28 Shipping Defendants, along with three sets of requests for admission. Each Plaintiff

1 timely responded to the Shipping Defendants’ two sets of requests for production,
2 two sets of interrogatories, and Capetanissa’s requests for admission. Plaintiffs also
3 briefed (and in some cases argued) numerous discovery disputes with the Shipping
4 Defendants before the Special Master Panel, including disputes regarding the
5 Shipping Defendants’ pace and schedule of production, whether Plaintiffs and other
6 parties would be permitted to propound discovery relating to the Shipping
7 Defendants’ Limitation Action claims against one another, and the location and
8 timing of depositions.

9 25. Plaintiffs collected 8 GB of data for search and review responsive to
10 the Shipping Defendants’ requests, and produced more than 8,000 documents in
11 discovery *after* settling with Amplify. Plaintiffs and the Shipping Defendants
12 cumulatively reviewed and exchanged more than 180,000 documents, including
13 numerous highly technical documents relating to ship engineering and navigation.
14 Plaintiffs cross-noticed and participated in the depositions of more than 40
15 witnesses around the world, including at ports of call in Europe. These included
16 more than 30 depositions of witnesses related to Shipping Defendants or third
17 parties, plus an additional more than 10 depositions of Amplify witnesses taken by
18 Shipping Defendants. Plaintiffs also participated in the inspections of the *M/V*
19 *Beijing*, the oil platform that controlled the pipeline at the location and time of the
20 spill, and the pipeline during its removal. Leading up to the deadline for expert
21 reports, Plaintiffs also developed several maritime experts and worked with various
22 liability experts.

23 26. The advanced stage of discovery helped crystalize liability issues in
24 the mediation sessions with the Hon. Layn Phillips (Ret.) and the Hon. Sally
25 Shushan (Ret.). As to damages, Plaintiffs engaged the same damages experts who
26 survived *Daubert* challenges in *Plains*, including an expert in the field of real estate
27 damages, an economist, and a marine scientist, who submitted confidential
28 preliminary reports as part of the mediation to support Plaintiffs’ damages. As a

1 result of this extensive liability and damages work conducted by the Plaintiffs and
2 the Ships, the Parties were well-placed to evaluate the strengths and weaknesses of
3 their positions and the adequacy of the proposed Settlement.

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

9 28. In their role as representatives of the proposed classes, Plaintiffs have
10 demonstrated their commitment to the Settlement Classes, including by searching
11 for and providing significant amounts of information about their businesses and
12 their losses, responding to the Shipping Defendants' written discovery requests,
13 regularly communicating with their counsel about the case, and reviewing and
14 approving the proposed Settlement.

15 **C. Arm's-Length Settlement Negotiations**

16 29. The proposed Settlement is the product of hard-fought, arm's length
17 negotiations. On June 2, 2022, the Parties participated in a formal mediation session
18 with Hon. Layn Phillips (Ret.) and Hon Sally Shushan (Ret.). That session did not
19 result in a settlement. The Parties continued informal negotiations and held
20 telephone conferences over the following months. On November 14, 2022, the
21 Parties engaged the mediators in a second all-day mediation session. There, too, the
22 Parties were unable to come to an agreement.

23 30. Following that mediation session, the Parties continued their informal
24 negotiations with the mediators. On February 5, 2023, the mediators made a
25 mediator's proposal, which the Parties accepted on February 8, 2023.

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

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I declare under penalty of perjury that the foregoing facts are true and correct and that this declaration was executed this 15th day of May, 2023.



Lexi J. Hazam

EXHIBIT 1

SETTLEMENT AGREEMENT

The undersigned Parties hereby stipulate and agree, subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), that this Action, as defined herein below, shall be settled and be dismissed with prejudice, and all Claims asserted by any Putative Class Member in the Limitation Action, as defined herein below, that do not opt out of this settlement shall likewise be dismissed with prejudice, pursuant to the terms and conditions set forth in this Settlement Agreement.

ARTICLE I – RECITALS

1. WHEREAS, Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., and the *M/V Beijing* (collectively, “Capetanissa”) and Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit* (collectively, “Dordellas”) (Capetanissa and Dordellas parties together, “Defendants”) are parties to *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 (C.D. Cal.) and the Limitation Action as defined herein below;
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 on January 25, 2021, the *MSC Danit* and *M/V Beijing* vessels crossed over the P00547 San Pedro Bay Pipeline during a heavy storm event while dragging their respective anchors and struck or otherwise made contact with the Pipeline and displaced it by 105 feet, causing an oil spill and resulting in damage to commercial fishers and processors, real property owners, and certain businesses;
6. WHEREAS, Defendants deny those allegations and assert that the oil spill in October 2021 was caused by Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company's (collectively "Amplify") negligent conduct, including their negligent care, maintenance and operation of the San Pedro Bay Pipeline;
7. 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;
8. 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 discussions with mediators, fact discovery, including fact witness depositions, receipt and review of substantial document productions and written discovery;
9. WHEREAS, the Parties engaged in two mediation sessions with mediators Hon. Layn Phillips (Ret.), Hon. Sally Shushan (Ret.), and Niki Mendoza – one in June 2022 and another in November 2022 – and in subsequent discussions with the mediators in between those sessions and thereafter;
10. 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, and all Claims asserted by any Putative Class Member in the Limitation Action, who does not timely opt out of this settlement, shall be 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.
2. “Amplify” means Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company.
3. “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 V.3.
4. “Claims” refers to all claims that have been asserted by, or that could have been asserted by, any Class Representative or any Putative Class Member against any Defendant in either the Action or the Limitation Action as defined herein.
5. “Class Representatives” means the putative Fisher Class Representatives, Property Class Representatives, and Waterfront Tourism Class Representatives.
6. “Common Funds” means the Fisher Class Common Fund, Property Class Common Fund, and Waterfront Tourism Fund.
7. “Court” means the U.S. District Court for the Central District of California.
8. “Defendants” means Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA,

Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit*.

9. “Effective Date” means the date on which the Court’s Final Approval Order is Final.
10. “Fees and Costs Award” means any fees and costs as awarded by the Court, including (a) any fees or costs awarded to the attorneys for the Class Representatives and Putative Class Members, including Interim-Co-Lead Counsel, and (b) any service awards to be paid to Class Representatives.
11. “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(s) has expired and no further appeal has been taken from such order(s) or any such appeal has resulted in affirmation of such order(s). None of the pendency of the Court’s consideration of the Plans of Distribution, any application for attorneys’ fees and costs, any application for service awards, any appeals from the Court’s order(s) approving those matters, or the pendency of the implementation of the Plans of Distribution, shall in any way delay or preclude the Final Approval Order from becoming Final.
12. “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.
13. “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.

14. “Final Judgment” means a final judgment and dismissal with prejudice of the Action substantially in the form set forth in Exhibit C.
15. “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, and (3) all employees of the law firms representing Plaintiffs and the Putative 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.
16. “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).
17. “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.
18. “Fisher Class Settlement Amount” means U.S. \$30,600,000.00 for the benefit of the Fisher Class.

19. “Interim Co-Lead Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP, Aitken, Aitken, Cohn, and Larson, LLP.
20. “Limitation Action” means the actions pending in the U.S. District Court for the Central District of California styled *In the Matter of the Complaint of Dordellas Finance Corp., et al.*, Case No. 22-CV-2153-DOC-JDE, and *In re the Matter of the Complaint of Capetanissa Maritime Corporation*, Case No. 22-CV-3462-DOC-JDE, which have been consolidated under Case No. 22-CV-2153.
21. “Limitation Claimants” means all individuals, businesses, and other entities that submitted claims in the Limitation Action against Defendants, excluding Amplify Energy Corp.; Beta Operating Company, LLC d/b/a Beta Offshore; San Pedro Bay Pipeline Company; Marine Exchange of Los Angeles-Long Beach Harbor dba Marine Exchange of Southern California; Markel International Insurance Company, Ltd.; Ascot Underwriting, Inc.; Certain Insurers at Lloyd’s of London and London Markets Subscribing to Policy No. B0180ME2001399; COSCO Shipping Lines Co., Ltd.; DCOR, L.L.C.; and Channel Islands Capital, L.L.C.. For the avoidance of doubt, the claimants that asserted claims in the Class Claim in Limitation are Limitation Claimants.
22. “Limitation Fund” means any fund created pursuant to 46 U.S.C. § 30511 or any comparable statute relating to any Defendant and either the January 25, 2021 storm or the San Pedro Bay Incident.
23. “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.
24. “Notice” means Mail Notice, Publication Notice, and CAFA Notice.
25. “Parties” means Class Representatives, on behalf of themselves and all Putative Class Members, and Defendants.
26. “Pipeline” means the 17-mile San Pedro Bay Pipeline, also known as the P00547 Pipeline.

27. “Plans of Distribution” means plans proposed by Interim Co-Lead Counsel for the distribution of the Common Funds to Putative Class Members.
28. “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.
29. “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, and (3) all employees of the law firms representing Plaintiffs and the Putative 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 Defendants.
30. “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).
31. “Property Class Representatives” means John and Marysue Pedicini, individually and as trustees of the T & G Trust, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran.
32. “Property Class Settlement Amount” means U.S. \$8,100,000.00 for the benefit of the Property

Class.

33. “Publication Notice” means notice of this Settlement by publication, substantially in the form approved by the Court in its Preliminary Approval Order.
34. “Putative Class” means the putative Fisher Class, Property Class, and Waterfront Tourism Class.
35. “Putative Class Members” means all of the individuals or businesses belonging to the putative Fisher Class, Property Class and/or Waterfront Tourism Class.
36. “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; (e) any party allegedly liable for damages to the Putative Class Members based on the acts or conduct of the *M/V Beijing* or the *MSC Danit* or any of the other Defendants, including but not limited to COSCO Shipping Lines Co., Ltd., COSCO (Cayman) Mercury Co., Ltd. and Marine Exchange of Los Angeles-Long Beach Harbor dba Marine Exchange of Southern California; and (f) for each of the foregoing, each of their past, present, or future officers, directors, shareholders, owners, employees, contractors, crewmembers, representatives, agents, principals, partners, members, insurers, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.
37. “San Pedro Bay Incident” means the release of crude oil from Amplify’s P00547 Pipeline in San Pedro Bay on or about October 1–2, 2021.
38. “Settlement Administrator” means the person or entity appointed by the Court to administer the Settlement.
39. “Settlement Agreement,” “Settlement,” or “Agreement” means this Stipulation and Settlement Agreement, including any attached exhibits.

40. “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, and (3) all employees of the law firms representing Plaintiffs and the Putative 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.
41. “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).
42. “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.

43. “Waterfront Tourism Settlement Amount” means U.S. \$6,300,000.00 for the benefit of the Waterfront Tourism Class.

ARTICLE III – COMMON FUNDS

In consideration of a full, complete, and final settlement of this Action, dismissal with prejudice of the Action and of all Claims asserted by any Putative Class Member in the Limitation Action that does not timely opt out of this settlement, 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), Defendants 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 Defendants 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 VI.5, the escrowed funds, including any interest earned, shall be returned to Defendants. If the appeal does not result in termination of the Settlement Agreement under Article VI.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. \$45,000,000.00 (forty-five million dollars), as described in this Article.

ARTICLE IV – DISTRIBUTION OF THE COMMON FUNDS

1. Plans of Distribution

Interim Co-Lead Counsel shall propose Plans of Distribution setting forth proposed methods of distributing the respective Common Funds 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.

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 Funds

a. Fees and Costs

If no appeal from the Court's Final Approval Order is timely filed, the Fees and Costs Award, all fees and expenses of the Settlement Administrator, any costs of Notice, 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. Defendants shall not be required to make any further contribution to any of the Common Funds on account of any fees and costs or any other reason.

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 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 Funds (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 the 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 Defendants, 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 a portion of 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 Funds shall be distributed to individual Putative Class Members according to the Plans of Distribution. The amount each Putative Class Member receives from the Common Funds shall represent the full amount of each Putative Class Member's claimed losses and full compensation for those claimed losses as against Defendants.

4. Designations for and Reductions to Limitation Fund

Class Representatives and Putative Class Members agree not to oppose any request by the Defendants to designate payments made by Defendants under this Settlement Agreement from, and reducing in like amount, any Limitation Fund.

ARTICLE V – 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 Defendants. The Costs of Mail Notice, Publication Notice and CAFA Notice shall be deducted from the amounts that Defendants pay 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.

Defendants 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. Defendants 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 Defendants if this Settlement Agreement is terminated pursuant to Article VI.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, Defendants 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 the 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 Defendants any available information regarding items (6) and (7). Defendants 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, Defendants 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 VI – 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. Defendants will not oppose but do not endorse or approve the content of the motion for Preliminary Approval or the content of the proposed 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 (including enjoining Putative Class Members that do not timely opt out of this settlement from pursuing Claims that have been submitted in the Limitation Action) released under this

Settlement Agreement, pending final approval of the Settlement Agreement.

2. Objections to Settlement

Any Putative 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 costs, 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 settlement approval is filed by Interim Co-Lead Counsel.

Any written objection must include (1) the objecting Putative 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 Plans 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 Putative Class Member that fails to file a timely written objection that meets the requirements of this Article VI.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. Defendants will not oppose but do 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 with prejudice Plaintiffs' Second Amended Consolidated Class Action Complaint in the Action. In connection with the Final Approval Hearing, the Class Representatives also will seek an order to be entered by the Court in the Limitation Action finally dismissing with prejudice the Claims in that action asserted by (i) any Class Representative; and (ii) any Putative Class Member that has not timely opted out of this Settlement. Defendants do 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. Good Faith Settlement Determination

The Parties agree that this Settlement Agreement, including but not limited to releases, dismissals and covenants not to sue contained therein, was negotiated, reached and given in good faith, including as that phrase is used in California Code of Civil Procedure §§ 877 and 877.6 and as described in *Tech-Bilt, Inc. v. Woodward-Clyde Associates*, 38 Cal.3d 488 (Cal. 1985). The Parties agree not to oppose any motion or determination that this Settlement Agreement was reached in good faith under California Code of Civil Procedure §§ 877 and 877.6.

6. 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 eight percent (8%) of the total number of Putative Class Members or Putative Class Members that would have been allocated more than \$3,600,0000 (three million, six hundred thousand dollars) of the Common Funds based on the allocation plan to be submitted with Final Approval, Defendants shall have the right, in their 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 Defendants have

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 VII – RELEASES UPON EFFECTIVE DATE

1. Binding and Exclusive Nature of Settlement Agreement

On the Effective Date, the Parties and each and every Putative 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 or continued by Class Representatives or Putative Class Members against any Released Parties for any damage, loss, or other relief of the type sought or that could have been sought in the Action 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 past, present or future Claims and other claims of any kind or nature whatsoever for any damage, loss, or other relief of the type sought or that could have been sought in the Action arising out of or relating to the San Pedro Bay Incident.

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. Assumption of Risk

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If any 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 VIII – 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 or the Limitation Action, the validity (or lack thereof) of any claims that could have been asserted by any of the Putative Class Members in this Action or the Limitation Action, or the liability of Defendants in this Action or the Limitation Action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in this Action and the Limitation 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; to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement; for Defendants to designate any payment to or from the Common Funds from, and seek reduction in like amount, any Limitation Fund; and for Defendants to seek a determination that this Settlement Agreement was negotiated, reached and given in good faith under California Code of Civil Procedure §§ 877 and 877.6 or any similar statutes, provisions or rules. Notwithstanding any other provision of this Agreement, 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 IX – 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 Putative 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 each 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 and dismissal of the Claims. 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 Putative 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 Putative Class Member was improperly calculated or that a Putative 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.

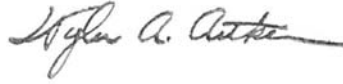
14. Waiver of Compliance

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.

In WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the

dates set forth below:

DATED: 4.28.23



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: _____

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: _____

dates set forth below:

DATED: _____

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: 4/28/23



Lexi J. Hazam (SBN 224457)
lhazam@lchb.com
LIEFF CABRASER HEIMANN
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DATED: _____

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slarson@larsonllp.com
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Telephone: (213) 436-4888
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**ON BEHALF OF NAMED PLAINTIFFS AND
THE SETTLEMENT CLASSES**

DATED: _____

dates set forth below:

DATED: _____

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: _____

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: April 28, 2023



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: _____

DATED: 4/26/2023



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: _____

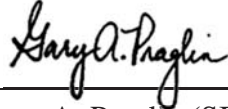
Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
Telephone: (310) 392-2008
Facsimile: (210) 310-0111
**ON BEHALF OF PLAINTIFF BANZAI SURF
COMPANY, LLC**

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.**

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: 4/24/2023



Gary A. Praglin (SBN 101256)
gpraglin@cpmlegal.com
COTCHETT, PITRE & McCARTHY, LLP
2716 Ocean Park Blvd., Suite 3088
Santa Monica, CA 90405
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**ON BEHALF OF PLAINTIFFS DONALD
BROCKMAN AND HEIDI JACQUES, AND
DAVEY'S LOCKER SPORTFISHING, INC.**

DATED: _____

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: _____

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: 04/28/2023



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.**

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**ON BEHALF OF PLAINTIFF BEYOND
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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: 4/25/2023



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: May 1, 2023

Alex R. Straus
Alex R. Straus (May 1, 2023 14:47 PDT)

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: May 3, 2023

Kevin J. Orsini

Kevin J. Orsini
Omid H. Nasab
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Telephone: (212) 474-1000
Facsimile: (212) 474-3700
**ON BEHALF OF CAPETANISSA MARITIME
CORPORATION, COSTAMARE SHIPPING
CO., S.A., V.SHIPS GREECE LTD., AND THE
M/V BEIJING**

DATED: 5/3/23

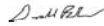


Jonathan W. Hughes (SBN 186829)
Jonathan.hughes@arnoldporter.com
ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, Tenth Floor
San Francisco, CA 94111
Telephone: (415) 471-3156
Facsimile: (415) 471-3400
**ON BEHALF OF DORDELLAS FINANCE
CORP., MSC MEDITERRANEAN SHIPPING
CO. S.A., MEDITERRANEAN SHIPPING CO.
S.R.L., MSC SHIPMANAGEMENT LTD., AND
MSC DANIT**

READ AND APPROVED:

DATED: 04/25/23 | 3:25 PM PDT

DocuSigned by:



~~BA15C220707D440~~

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.

DATED: _____

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

READ AND APPROVED:

DATED: _____

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

DATED: 04/25/23 | 5:15 PM PDT

DocuSigned by:
Heidi Jacques
ED3508D46DCB493

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.

DATED: _____

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

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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: 4/24/2023 _____

DocuSigned by:
John Crowe
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John Crowe

DATED: _____

Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

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

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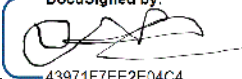
DATED: _____

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

DATED: _____

John Crowe

DATED: 4/24/2023 _____

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Josh Hernandez

DATED: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

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

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

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

DATED: _____

John Crowe

DATED: _____

Josh Hernandez

DATED: 4/24/2023 _____

DocuSigned by:
Jennifer Anderson
A964018553A7431...

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: _____

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

READ AND APPROVED:

DATED: _____

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

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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: 4/24/2023 _____

DocuSigned by:
Jeffrey Jones
EDD81C7977474AB... _____
Quality Sea Food Inc.

DATED: _____

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

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: _____

LBC Seafood, Inc.

DATED: _____

Quality Sea Food Inc.

DATED: 4/24/2023 _____

DocuSigned by:
John Pedicini

BF109DD9B8374A8...
John and Marysue Pedicini, individually and as trustees of the T & G Trust

DATED: May 2, 2023


Rajasekaran Wickramasekaran (May 2, 2023 10:36 PDT)

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

DATED: May 2, 2023



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: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

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

DATED: _____

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

DATED: 4/24/2023 _____

DocuSigned by:
Jay Kaner
7935CAA6C3EB472...

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: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

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

DATED: _____

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

DATED: _____

Banzai Surf Company, LLC

DATED: 04/25/2023

Vannrada Lai

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

DATED: _____

Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

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Davey's Locker Sportfishing, Inc.

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

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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: 4/25/2023 _____

DocuSigned by:


Bongos Sportfishing LLC

DATED: _____

Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

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

DATED: _____

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

DATED: _____

Banzai Surf Company, LLC

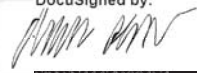
DATED: _____

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

DATED: _____

Bongos Sportfishing LLC

DATED: 4/24/2023 _____

DocuSigned by:


Bongos III Sportfishing LLC

DATED: _____

Davey's Locker Sportfishing, Inc.

DATED: _____

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

DATED: _____

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: 04/25/23 | 2:32 PM PDT

DocuSigned by:
Thor Brislin

88E87D86AE84B7...
Davey's Locker Sportfishing, Inc.

DATED: 4/24/2023 _____

DocuSigned by:
Nicholas Nagel
BA75186F422044C
_____ East Meets West Excursions

DATED: _____

_____ Tyler Wayman

DATED: _____

East Meets West Excursions

DATED: 4/29/2023

DocuSigned by:



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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)

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

Hon. David O. Carter

19
20 Before the Court is the Motion for Preliminary Approval of Class Settlement
21 and Direction of Notice Under Fed. R. Civ. P. 23(e) (“Motion for Preliminary
22 Settlement Approval”), filed by Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini
23 and Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran
24 Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees
25 of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as
26 Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as
27 Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.;
28 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 Capetanissa Maritime
4 Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., *M/V Beijing*
5 (collectively, the “Beijing Defendants”), Dordellas Finance Corp., MSC
6 Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC
7 Shipmanagement Ltd., and *MSC Danit* (collectively, the “Dordellas Defendants”)
8 (all together, the “Shipping Defendants”) have entered into a Class Settlement
9 Agreement and Release, dated May 3, 2023 (“Settlement Agreement”). Having
10 thoroughly reviewed the Settlement Agreement, including the proposed forms of
11 class notice and other exhibits thereto; the Motion for Preliminary Settlement
12 Approval, and the papers and arguments in connection therewith, and good cause
13 appearing, the Court hereby **ORDERS** as follows:

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

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

- 21 a. The Settlement Classes are so numerous that joinder of all
22 members in a single proceeding would be impracticable;
- 23 b. The members of the Settlement Classes share common questions
24 of law and fact;
- 25 c. The Plaintiffs’ claims are typical of those of the Settlement Class
26 Members;

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

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

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

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

27 5. A Final Approval Hearing shall be held before this Court on
28 _____, 2023 to: (a) determine whether the proposed Settlement should

1 be finally approved as fair, reasonable, and adequate so that the Final Approval
2 Order and Judgment should be entered; (b) consider any timely objections to this
3 Settlement and the Parties’ responses to such objections; (c) rule on any application
4 for attorneys’ fees and expenses; (d) rule on any application for incentive awards;
5 and (e) determine whether the Plans of Distribution that will be submitted by
6 Interim Settlement Class Counsel should be approved.

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

12 7. Plaintiffs shall file their motion for final settlement approval no later
13 than _____, 2023.

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

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

25 10. The Court approves, as to form and content, the Direct Notices, Long
26 Form Notices, and Email notices substantially in the forms attached as Exhibits B-J
27 to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping
28 Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

1 11. By _____, 2023, the Settlement Administrator shall
2 complete direct notice substantially in the form attached to the Intrepido-Bowden
3 Declaration as Exhibits E-J.

4 12. By _____, 2023, the Settlement Administrator shall cause
5 the Long Form Notice to be published on the website created for this settlement,
6 www.OCOilSpillSettlement.com. The Long Form Notice shall be substantially in
7 the form attached to the Intrepido-Bowden Declaration as Exhibits B-D.

8 13. By _____, 2023, the Settlement Administrator shall file with
9 the Court declarations attesting to compliance with this paragraph.

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

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

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1 16. Members of the proposed Settlement Classes who timely request
2 exclusion from the Settlement will relinquish their rights to benefits under the
3 Settlement and will not release any claims against the Shipping Defendants.

4 17. All members of the proposed Settlement Classes who do not timely and
5 validly request exclusion shall be bound by all terms of the Settlement Agreement
6 and by the Final Approval Order and Judgment even if they have previously
7 initiated or subsequently initiate individual litigation against the Shipping
8 Defendants or filed claims against the Shipping Defendants in the Limitation Action
9 known as *In the Matter of the Complaint of Dordellas Finance Corp., Owner, and*
10 *MSC Mediterranean Shipping Company S.A., Owner pro hac vice, and Capetanissa*
11 *Maritime Corporation, Owner*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and/or in
12 *In re Claim Forms In the Matter of the Complaint of Dordellas Finance Corp,*
13 *Owner and MSC Mediterranean Shipping Company*, No. 2:22-mc-00213-DOC
14 (C.D. Cal.).

15 18. The Settlement Administrator will provide promptly, and no later than
16 _____, 2023, Plaintiffs and the Shipping Defendants with copies of any
17 exclusion requests, and Plaintiffs shall file a list of all persons who have validly
18 opted out of the Settlement with the Court prior to the Final Approval Hearing.

19 19. Any Settlement Class Member may object to the Settlement Agreement,
20 any application for attorneys' fees and expenses, any application for incentive
21 awards, and/or the Plans of Distribution submitted by Interim Settlement Class
22 Counsel. Any Settlement Class Member who wishes to object must file with the
23 Court and serve on all counsel listed in paragraph 22, below, no later than
24 _____, 2023, a detailed statement of the specific objections being made
25 and the basis for those objections.

26 20. In addition to the statement, the objecting Settlement Class Member
27 must include the objecting Settlement Class Member's name, address, and telephone
28 number. Any objecting Settlement Class Member shall have the right to appear and

1 be heard at the Final Approval Hearing, either personally or through an attorney
2 retained at the Settlement Class Member’s expense. Any Settlement Class Member
3 who intends to appear at the Final Approval Hearing either in person or through
4 counsel must file with the Court and serve on all counsel listed in paragraph 22, no
5 later than _____, 2023, a written notice of intention to appear. Failure to
6 file a notice of intention to appear will result in the Court declining to hear the
7 objecting Settlement Class Member or the Settlement Class Member’s counsel at the
8 Final Approval Hearing.

9 21. Interim Settlement Class Counsel shall file a supplemental brief in
10 support of Final Settlement Approval and a supplemental brief in support of the
11 Plans of Distribution that responds to any objections by _____, 2023.

12 22. Service of all papers on counsel for the Parties shall be made as follows:
13 for Interim Settlement Class Counsel, to: Lexi J. Hazam, Esq. at Lieff, Cabraser,
14 Heimann & Bernstein LLP, 275 Battery Street, Suite 2900, San Francisco, CA
15 94111, Wylie A. Aitken at Aitken Aitken Cohn, 3 MacArthur Place, Suite 800,
16 Santa Ana, CA 92808, and Stephen G. Larson at Larson, LLP, 600 Anton Blvd.,
17 Suite 1270 Costa Mesa, CA 92626; for the Beijing Defendants’ counsel, to: Kevin J.
18 Orsini, Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New
19 York, NY 10019 and Albert E. Peacock III, Peacock Piper Tong & Voss LLP, 100
20 W. Broadway, Suite 610, Long Beach, CA 90802; and for the Dordellas
21 Defendants’ counsel, to: Jonathan W. Hughes, Arnold & Porter Kaye Scholer LLP,
22 Three Embarcadero Center, Tenth Floor, San Francisco, CA 94111 and Joseph A.
23 Walsh II, Collier Walsh Nakazawa LLP, One World Trade Center, Suite 2370, Long
24 Beach, CA 90831.

25 23. Any Settlement Class Member who does not make an objection in the
26 time and manner provided shall be deemed to have waived such objection and
27 forever shall be foreclosed from making any objection to the fairness or adequacy of
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1 26. The following schedule is hereby ordered:

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| 2 Last Day for the Plaintiffs to file Plan of 3 Distribution | 10 days after Preliminary Approval |
| 4 Notice to be Completed | 40 days after Preliminary Approval |
| 5 Last day for Plaintiffs to file motion for Final 6 Approval of Settlement and Approval of 7 Plans of Distribution, and for Interim 8 Settlement Class Counsel to file Application 9 for Fees and Expenses and for Service 10 Awards | 50 days after Preliminary Approval |
| 11 Last day to file Objections or Opt-Out 12 Requests | 70 days after Preliminary Approval |
| 13 Last day to file replies in support of Final 14 Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards | 80 days after Preliminary Approval |
| 15 Final Approval Hearing | 90 days after Preliminary Approval |

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17 IT IS SO ORDERED.

18 DATED: _____
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21 _____
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 Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., *M/V Beijing* (collectively, the “Beijing Defendants”), Dordellas Finance Corp., MSC

1 Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC
2 Shipmanagement Ltd., and *MSC Danit* (collectively, the “Dordellas Defendants”)
3 (all together, the “Shipping Defendants”) have entered into a Proposed Class
4 Settlement Agreement and Release, filed with the Court on May 15, 2023
5 (“Settlement Agreement”);

6 WHEREAS, on _____, 2023, an Order Granting Preliminary
7 Approval of Proposed Settlement (“Preliminary Approval Order”) was entered by
8 this Court, preliminarily approving the proposed Settlement of this Action pursuant
9 to the terms of the Settlement Agreement and directing that Notice be given to the
10 members of the Settlement Classes;

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

20 WHEREAS, a Final Approval Hearing was held on _____, 2023.
21 Prior to the Final Approval Hearing, proof of completion of Notice was filed with
22 the Court. Settlement Class Members were adequately notified of their right to
23 appear at the hearing in support of or in opposition to the proposed Settlement, any
24 application for attorneys’ fees and expenses, any application for service awards,
25 and/or the Plans of Distribution submitted by Class Counsel;

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

1 NOW, THEREFORE, the Court having read and considered the Settlement
2 Agreement and accompanying exhibits and the Motion For Final Settlement
3 Approval, having heard any objectors or their counsel appearing at the Final
4 Approval Hearing, having reviewed all of the submissions presented with respect to
5 the proposed Settlement, and having determined that the Settlement is fair,
6 adequate, and reasonable and in the best interests of the Class Members; it is hereby
7 ORDERED, ADJUDGED and DECREED THAT:

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

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

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

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

1 Among the factors supporting the Court’s determination are: the significant
2 relief provided to Settlement Class Members; the risks of ongoing litigation, trial,
3 and appeal; the risk of maintaining class action status through trial and appeal; the
4 extensive discovery to date; and the positive reaction of Settlement Class Members.

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

8 The Settlement was negotiated at arm’s length and was free of collusion, as
9 particularly evidenced by the involvement of Judge Layn Phillips (Ret.) and Judge
10 Sally Shushan (Ret.), highly qualified mediators. It was negotiated with
11 experienced, adversarial counsel after extensive discovery, and with the aid of
12 neutral, qualified mediators. Further, the attorneys’ fees and costs award was the
13 subject of a separate application to the Court.

14 The Court has considered and hereby overrules any objections to the
15 Settlement.

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

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

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

25 This Final Approval Order, the Settlement Agreement, the Settlement that it
26 reflects, and any and all acts, statements, documents or proceedings relating to the
27 Settlement are not, and must not be construed as, or used as, an admission by or
28 against the Shipping Defendants of any fault, wrongdoing, or liability on their part,

1 or of the validity of any claim or of the existence or amount of damages.

2 Plaintiffs' and the Settlement Classes' Claims against the Shipping
3 Defendants are hereby dismissed with prejudice. Plaintiffs' Claims against any
4 other Released Parties are also hereby dismissed with prejudice, including COSCO
5 Shipping Lines Co., Ltd., COSCO (Cayman) Mercury Co., Ltd. and Marine
6 Exchange of Los Angeles-Long Beach Harbor dba Marine Exchange of Southern
7 California. Except as otherwise provided in orders separately entered by this Court
8 on any application for attorneys' fees and expenses, any application for service
9 awards, and the Plans of Distribution submitted by Class Counsel, the parties will
10 bear their own expenses and attorneys' fees.

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

16 IT IS SO ORDERED.

17 DATED: _____
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21 _____
22 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,

vs.

AMPLIFY ENERGY CORPORATION, et al.,

Defendants/Third-Party Plaintiffs.

Case No. 8:21-cv-01628-DOC-JDE
Case No. 2:22-cv-02153-DOC-JDE
Case No. 2:22-mc-00213-DOC

Judge: Hon. David O. Carter

In the Matter of the Complaint of DORDELLAS FINANCE CORP., Owner, and MSC MEDITERRANEAN SHIPPING COMPANY S.A., Owner *pro hac vice*, of the Motor Vessel MSC DANIT, and its engines, tackle, apparel, and appurtenances,

and

CAPETANISSA MARITIME CORPORATION, Owner of the Motor Vessel BEIJING, and her engines, tackle, apparel, and appurtenances.

[PROPOSED] FINAL JUDGMENT AS TO CAPETANISSA MARITIME CORPORATION, COSTAMARE SHIPPING CO., S.A., V. SHIPS GREECE LTD., M/V BEIJING, DORDELLAS FINANCE CORP., MSC MEDITERRANEAN SHIPPING CO. SA, MEDITERRANEAN SHIPPING CO. S.R.L., MSC SHIPMANAGEMENT LTD., AND MSC DANIT

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The Court having entered on _____, 2023 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 Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit* (collectively “Shipping Defendants”), it is hereby ORDERED, ADJUDGED, and DECREED that:

Judgment is hereby entered in these cases as to Plaintiffs’ and the Settlement Classes’ class and individual claims in accordance with the Court’s _____, 2023 Final Approval Order as to all claims against Shipping Defendants in these Actions: *Gutierrez, et al., v. Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company*, Case No. SA 21-CV-01628-DOC-JDE (C.D. Cal.) and *In the Matter of the Complaint of Dordellas Finance Corp., et al.*, Case No. 22-CV-02153-DOC-JDE; *In re the Matter of the Complaint of Capetanissa Maritime Corporation*, Case No. 22-CV-03462-DOC-JDE, which have been consolidated under Case No. 22-CV-02153; and *In re Claim Forms In the Matter of the Complaint of Dordellas Finance Corp, Owner and MSC Mediterranean Shipping Company*, Case No. 2:22-mc-00213-DOC.

1 Plaintiffs' and the Settlement Classes' class and individual claims in these
2 Actions against Shipping Defendants are hereby DISMISSED with prejudice.

3 Plaintiffs' and the Settlement Classes' class and individual claims in these
4 Actions against other Released Parties, including COSCO Shipping Lines Co. Ltd.,
5 COSCO (Cayman) Mercury Co., Ltd. and Marine Exchange of Los Angeles-Long
6 Beach Harbor dba Marine Exchange of Southern California, are also hereby
7 DISMISSED with prejudice.

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

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

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

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

22 IT IS SO ORDERED.

23 DATED:

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Hon. David O. Carter

EXHIBIT 2

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
HONORABLE DAVID O. CARTER, JUDGE PRESIDING

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| PETER MOSES GUTIERREZ, JR., |) | |
| |) | |
| Plaintiff, |) | Certified Transcript |
| |) | |
| vs. |) | Case No. |
| |) | 8:21-cv-01628-DOC |
| AMPLIFY ENERGY CORPORATION, a |) | |
| Delaware Corporation, et al., |) | |
| |) | |
| Defendants. |) | |
| |) | |

REPORTER'S TRANSCRIPT OF PROCEEDINGS
FINAL APPROVAL FOR CLASS ACTION SETTLEMENT
SANTA ANA, CALIFORNIA
MONDAY, APRIL 24, 2023
8:37 A.M.

DEBBIE HINO-SPAAN, CSR 7953, CRR
FEDERAL OFFICIAL COURT REPORTER
411 WEST 4TH STREET, ROOM 1-053
SANTA ANA, CA 92701
dhinospaan@yahoo.com

1 **APPEARANCES FOR CASE 8:21-CV-01628-DOC:**

2 FOR PLAINTIFFS PETER MOSES GUTIERREZ, JR., et al.:

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6 Suite 4400
7 Los Angeles, California 90071
8 213-436-4888
9 slarson@larsonllp.com

7 AITKEN AITKEN & COHN
8 BY: WYLIE A. AITKEN, ESQ.
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10 Santa Ana, CA 92707
11 714-434-1424
12 Fax: 714-434-3600
13 Email: Wylie@aitkenlaw.com

11 LIEFF CABRASER HEIMANN & BERNSTEIN LLP
12 BY: LEXI J. HAZAM, ATTORNEY AT LAW
13 275 Battery Street, 29th Floor
14 San Francisco, California 94111
15 415-956-1000
16 lhazam@lchb.com

14 FOR DEFENDANT AMPLIFY ENERGY CORPORATION, et al.:

16 KIRKLAND & ELLIS LLP
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19 San Francisco, California 94104
20 415-429-1400
21 christopher.keegan@kirkland.com

19 KIRKLAND & ELLIS LLP
20 BY: DANIEL T. DONOVAN, ESQ. (pro hac vice)
21 1301 Pennsylvania Avenue NW
22 Washington, DC 20004
23 202-389-5000
24 ddonovan@kirkland.com

22 SPECIAL MASTERS PRESENT:

23 HON. JAMES L. SMITH
24 BRADLEY O'BRIEN
25 Daniel Garrie

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SANTA ANA, CALIFORNIA, MONDAY, APRIL 24, 2023

8:37 A.M.

08:37AM THE COURT: Matter of Peter Moses Gutierrez vs. Amplify Energy Corporation, 21-01628.

And, Counsel, if you'd be seated, I'll be with you in just a moment. Let me get some papers from the back.

(Pause in proceedings.)

08:42AM THE COURT: First, good morning. Hope all of you are well. Would you be kind enough to remain seated.

This is Case Number 21-01628, entitled Peter Moses Gutierrez vs. Amplify Energy.

And, Counsel, if I could begin with the plaintiffs, please, and your appearance.

08:42AM MR. AITKEN: Wylie Aitken, Your Honor, on behalf of the class plaintiffs.

THE COURT: Pleasure.

MS. HAZAM: Good morning, Your Honor. Lexi Hazam on behalf of class plaintiffs.

08:42AM MR. LARSON: And good morning, Your Honor. Stephen Larson on behalf of class plaintiffs.

THE COURT: Counsel.

MR. DONOVAN: Good morning, Your Honor. Daniel Donovan on behalf of the Amplify parties.

08:42AM MR. KEEGAN: Good morning, Your Honor. Chris Keegan

1 on behalf of Amplify parties.

2 THE COURT: Pleasure.

3 For all of the folks in the audience, if there are
4 any objectors or concerns to either the attorneys' fees, the
08:43AM 5 distribution method, or the settlement in general, could you
6 just indicate if you might be speaking to this issue?

7 All right. The record shows there are none at this
8 time. But I will make certain that every opportunity is given,
9 if there is.

08:43AM 10 I'd like to begin, Counsel, with the class
11 distribution plans to begin with, and that would be Docket
12 Number 664. And I'd like to go through that document slowly,
13 because unless I hear something contra to it, I think it's an
14 extraordinarily well-thought-out document.

08:43AM 15 The settlement propose -- provides \$34 million to
16 the Fisher Class, \$9 million to the Property Class -- let me
17 see -- \$7 million to the Water Tourism Class, with a little bit
18 of differentiation concerning the distribution for that latter
19 class.

08:44AM 20 What the Court is impressed about and will put it on
21 the paper is the methodology of processing these claims
22 members. My understanding is that the Fisher Class members
23 will be issued checks directly, which will stop the processing
24 needs. And the records that will be used will be utilized by
08:44AM 25 the California Department of Fish and Wildlife landing records

1 previously obtained by class counsel to identify the Fisher
2 Class members and to establish each Fisher Class members' pro
3 rata share of settlement based upon their fishing activity
4 before and after the spill.

08:44AM 5 And to prevent double recovery, awards will be
6 offset by payments that class members may have already received
7 through the OPA claims. That same methodology follows the
8 Property Class members, and they would be issued a check
9 directly from the settlement administrator who has obtained the
08:45AM 10 real property records to identify all real properties in the
11 class definition.

12 I have to say to each of you, I think that that is
13 extraordinarily well-thought-out and not the usual processing
14 quagmire -- I'll just say that -- or length of time and the
08:45AM 15 costliness. And unless I hear an objection, I have nothing but
16 compliments of counsel and for the administrator in this
17 matter.

18 Concerning the Waterfront Tourism Class, I recognize
19 that that's a little bit different. You've got whale watching,
08:45AM 20 sunset cruises, party boats -- on page 3 I'm reading from --
21 six-pack charters, luxury rentals, et cetera. And here your
22 settlement administrator has obtained records to identify the
23 Waterfront Tourism Class.

24 Certain members of that class, the bait and tackle
08:46AM 25 shops, the surf schools, the food and beverage establishments,

1 retail establishments, it's hard to determine the same manner
2 and the same methodology. But these members, I understand, can
3 then file their claims electronically on the settlement website
4 using their unique identifier contained in the short-form
08:46AM 5 notice. And if the class members lose their notice or
6 potential class members do not receive notice, they can contact
7 the settlement administrator to determine eligibility. And
8 once again, it's www.ocspillsettlement.com.

9 These plans initially, unless I hear objection or
08:46AM 10 further comments, appear to be fair, reasonable, and adequate
11 as to the Fisher Class, the Property Class, and the Tourism
12 Class.

13 I didn't know until you wrote this report on page 4
14 Dr. Rupert's analysis and involvement. I am somewhat in the
08:47AM 15 dark about that. And that methodology seems to be sound. And
16 unless I hear any objection from the audience, it appears that
17 the appropriate distribution plan is fair, adequate, and
18 reasonable, and I'm prepared to make that finding.

19 So let me inquire, once again, of any persons who
08:47AM 20 might be present who might believe that they wanted to make a
21 statement.

22 All right, counsel. I'm not going to belabor that.
23 I'm going to adopt this as the Court's own findings but make
24 the formal ruling today, that the Court is approving the plans
08:47AM 25 for distribution, and I specifically find as to all classes

1 that they're fair, adequate, and reasonable.

2 Concerning the attorneys' fees, are there any
3 objections concerning attorneys' fees? All right.

4 The Court is prepared to grant the amount requested,
08:48AM 5 the 25 percent of the settlement fund and grant reimbursement
6 for the litigation expenses as set forth, as well as the 17
7 class representatives and the request for \$10,000 for each of
8 those.

9 The 25 percent of the settlement fund is the
08:48AM 10 Ninth Circuit's benchmark and is presumptively reasonable.
11 This Court has been, let's say, impressed with the fact that
12 all counsel, with the present counsel before the Court, have
13 been extraordinary diligent.

14 Over the years I've watched the length of some of
08:49AM 15 this litigation go on to lengths where those persons recovering
16 had to wait a significant period of time. There's no criticism
17 of this Court by other methodologies used, but -- and that goes
18 five, six, seven years. It doesn't give those parties harm,
19 the ability to get a sum of money and to use that sum of money
08:49AM 20 even in their lifetime or for their benefit.

21 And I'm extremely complimentary towards all counsel
22 in this matter, the plaintiffs and Amplify, keeping the
23 timelines. And I want to take this moment in time to
24 specifically compliment Judge James Smith, who's here, who
08:50AM 25 didn't expect a compliment, I'm sure, because -- nor did Daniel

1 Garrie or Bradley O'Brien, but they've been extraordinarily
2 helpful to the Court to keep on a timeline and to make their
3 best efforts to resolve some of those issues before you. And,
4 also, to Layn Phillips, the mediator, who worked diligent with
08:50AM 5 you. So I think these have been extraordinary mediators and
6 extraordinary counsel that have benefited this class. I
7 recognize that this first provides significant monetary
8 recovery and injunctive relief.

9 Second, the settlement classes would face serious
08:50AM 10 litigation risks. There certainly would have been a spirited
11 defense. And I'm well aware of the decreasing insurance funds
12 that probably are at bay that I'm not aware of specifically but
13 accept this representation from you and Layn Phillips.

14 Fourth [sic], this is on a contingency fee. That's
08:51AM 15 oftentimes forgotten. You come into this court, takes your
16 wisdom in terms of making a good faith investment, in a sense,
17 that you'll prevail. And many of these cases don't come out on
18 the prevailing side.

19 And fifth and lastly, the requested percent is
08:51AM 20 modest in comparison with similar settlements. And I've noted
21 the other settlements, including *Refugio*, which I think is
22 32 percent, if I'm not mistaken.

23 One of my colleagues, Carl Barbier, a good friend --
24 and I'll represent to you I didn't call him -- he's down in
08:52AM 25 Louisiana, had the Horizon -- I forget if it's the Blue Horizon

1 or whatever -- the oil spill with 15 million gallons. But in
2 almost all of the cases, I've never seen a court go below 25
3 percent in this matter.

4 So I find specifically that the attorneys' fees are
08:52AM 5 reasonable and appropriate under all of the applicable
6 standards under 23(h). I find, also, that it's equitable and
7 equal to the benchmark of 25 percent, that the Ninth Circuit
8 finds as reasonable under these circumstances; that it benefits
9 the class, which includes monetary and injunctive relief. And
08:52AM 10 I'll speak to you in just a moment about injunctive relief. In
11 fact, perhaps at this time.

12 I know that there's a wide divergence of opinion
13 concerning the public. A large number of the public will not
14 want any oil wells off the coast of California, and they fear
08:53AM 15 that future oil spills will occur.

16 There is another thought, that is, the country needs
17 energy and needs it quickly. And you can see that echoed in
18 gas prices. And certainly your drilling, in a sense, doesn't
19 cure that problem.

08:53AM 20 But going back to the history of the case, it's
21 really interesting to see the initial discussions that took
22 place between the Coast Guard, different agencies, when these
23 wells went in. And I think you know the history better than I
24 do, but there was a discussion even then that those wells were
08:54AM 25 placed close to a shipping channel. That wasn't Amplify's

1 decision. Maybe because of the energy needs that criticism
2 eventually -- or that input, let's say, from the government
3 entities, like the Coast Guard, went away. There was
4 acquiescence.

08:54AM 5 I don't know what happens in the future, but I think
6 you made a good faith effort, and you've outlined that on
7 page 5 to do your best under the circumstances. And so I tried
8 to carefully look at the injunctive relief, but eventually,
9 that also falls to other Government agencies that may be
08:55AM 10 involved in the future. And I'm not too certain you didn't do
11 as well or better in your civil settlement than the Government
12 did in its criminal settlement, and, therefore, you have the
13 Court's compliments for that.

14 Specifically, you've caused the installation of a
08:55AM 15 new leak detection system, the use of ROVs to detect pipeline
16 movement, rapid reporting, an increase of 1 to 4, the number of
17 biannual ROV pipeline inspections, revision of oil spill
18 contingency plans and procedures and new employee training.
19 For you two as the parties before me, that's about the best you
08:55AM 20 can do. This idea of shutting down or moving is going to have
21 to come through further government discussion with you and
22 Amplify and other energy companies.

23 But that's not where the class plaintiffs can be
24 effective, in my opinion. They have to recover for their
08:56AM 25 clients. They can't move oil wells. They can't change the

1 location. That's a government decision that was hard-fought
2 over when the original instances occurred in '74, '75; and,
3 therefore, you have my compliments, also, on behalf of the
4 public. You accomplished as much or more than the criminal
08:56AM 5 side did in remediation.

6 And the Court was looking closely at that, not only
7 the dollar figure. And while I subscribe it's not a cure for
8 those people who want, you know, less oil off the coast, I
9 think it's the best that the parties can do in a civil
08:56AM 10 proceeding with the class and with Amplify.

11 And finally, the risk of continuation education
12 supports these requests. There was a chance that there would
13 be little or no recovery from Amplify, that the vessels caused
14 an interesting intercession, if you will, after you filed your
08:56AM 15 initial Complaint. Your skill and expertise supports these
16 requested fees, and the percentage is also in line with the
17 approved cases that I've previously mentioned, and that is
18 *Refugio* and other major cases.

19 *Refugio* is concerned though as really the *Andrew vs.*
08:57AM 20 *Plains All American Pipeline, L.P.*, and I think you were
21 involved as counsel on that matter. And your award there was
22 32 percent or more.

23 Also in double-checking this, the lodestar
24 cross-check further confirms the reasonableness of counsel's
08:57AM 25 fees in this matter. And I believe from memory, it's 1.3 or

1 the absolute lower spectrum of the lodestar figure which runs
2 from 1 to 4 in this matter.

3 So, therefore, my compliments to all counsel
4 involved in this case. You have dedicated considerable time,
08:58AM 5 effort, and your skills and resources, and you obtained an
6 excellent result in a timely fashion which benefits the class
7 and complex litigation. And, therefore, the Court finds that
8 these are reasonable, fair, and adequate in this matter, and
9 awards the fees requested as well as the award of service fees
08:58AM 10 to the class, as well as the reimbursement proportion or
11 reimbursement amounts.

12 Concerning the settlement itself, I wanted to start
13 to see if there were any objections on attorneys' fees or the
14 distribution. Here for the same reasons, the Court is granting
08:58AM 15 final approval.

16 And I'll ask one more time. Is there any objection
17 to either, once again, attorneys' fees, distribution, or the
18 class settlement? All right.

19 And counsel, many of the same reasons that I stated
08:59AM 20 in terms of fairness and reasonableness occur here, and simply
21 stated, the Court grants this request and approves this as
22 final settlement in this matter.

23 Unless counsel has anything further or any
24 statements you'd like to make, I'm going to thank you very much
08:59AM 25 for your diligence in this matter. So I'll turn to

1 Judge Larson.

2 MR. LARSON: Thank you, Your Honor. A special
3 thanks to the special masters for their support and the
4 mediators in support of us. Thank you all.

08:59AM 5 THE COURT: Okay.

6 MS. HAZAM: I echo that, Your Honor. We'd like to
7 thank the Court for its very effective guidance of this matter
8 and the special master panel. Our mediator, Judge Phillips,
9 and opposing counsel for their professionalism in this case.

09:00AM 10 THE COURT: Thank you.

11 Mr. Aitken?

12 MR. AITKEN: I would also like to thank the Court
13 who played a significant factor in moving this matter along. I
14 would also note that the injunctive relief, I know, was
09:00AM 15 important to this Court and became very important to
16 plaintiffs' counsel. And although we can't solve all of the
17 problems, I think we've at least heightened the issues and
18 increased dramatically the discussion of the issues that the
19 Court has noted. So we made progress in that regard.

09:00AM 20 I also want to thank our beloved special counsel,
21 our special masters for their hard work. And it was -- I think
22 there was a note in the papers that we had this dog and
23 sometimes contentious disputes. And so we got through all of
24 those, obviously, with their help.

09:00AM 25 I do want to say that, also, I want to compliment

1 our opposing counsel who have been absolutely totally
2 professional in handling this case. And I want to personally,
3 on behalf of both my co-counsel, say that we're going to miss
4 Mr. Keegan's PowerPoints that we've enjoyed during the course
09:01AM 5 of these proceedings and probably adopt some of those
6 techniques in our own future careers.

7 And I will say nothing further, Your Honor, because
8 as a young lawyer, I was always told when you're ahead, please
9 stop. Don't keep talking, because all it does is makes
09:01AM 10 something go in the other direction. So I will stop at this
11 point.

12 THE COURT: Okay. On behalf of Amplify.

13 MR. DONOVAN: Good morning, Judge.

14 Yeah, on behalf of Amplify, we thank you,
09:01AM 15 Your Honor. We dealt with this case and, obviously, the case
16 against the ships. And to your point, kind of amazed how
17 quickly this Court's good pressure, special master panel's
18 help, the mediator's help got all of this resolved, not just
19 the class case, our claims, other claims. It's been a pleasure
09:01AM 20 to be before Your Honor.

21 And just as I heard, you know, hard-fought, good
22 advocates, but on the other side, it's been a complete
23 professional experience. So thank you.

24 THE COURT: Well, the Court, once again, finds that
09:02AM 25 this is fair, adequate, and reasonable with no objection being

1 heard by any party or any persons and, once again, on the way
2 out the door compliment you on getting this resolved or into
3 litigation so quickly and not taking years and years to resolve
4 this. And I think the public is going to benefit immensely
09:02AM 5 from this, from the harmed persons involved, the different
6 classes in this matter. And I want to thank each of you. Have
7 a good day.

8 One more question. I'm continuing to receive a
9 number of claim forms submitted after the deadline. How would
09:02AM 10 the parties like to deal with these claim forms? Have a brief
11 discussion about that for just a moment. I don't want anybody
12 who isn't subject, you know, regardless of our "deadlines,"
13 quote/unquote, if they've been harmed.

14 MS. HAZAM: Your Honor, we believe that you are
09:03AM 15 talking about the claims forms submitted as part of the LOLA
16 admiralty action; is that correct?

17 THE COURT: (No audible response.)

18 MS. HAZAM: Okay. Just want to confirm that.

19 THE COURT: And let's assume some strays come in
09:03AM 20 also.

21 MS. HAZAM: Right.

22 THE COURT: Have a discussion about that.

23 MS. HAZAM: I think we will. I think we'll need to
24 involve the ships counsel in that process also, because that
09:03AM 25 action involves them. But we can do that and report to

1 Your Honor, if you'd like.

2 THE COURT: Would you?

3 MS. HAZAM: Yes.

4 THE COURT: In fact, do you want to get together
09:03AM 5 with the special masters to resolve that now?

6 MS. HAZAM: They're not here.

7 THE COURT: No, the special masters are -- oh you're
8 right. Vessels --

9 MS. HAZAM: Yes.

09:03AM 10 THE COURT: Will one or more of you be here on that
11 date so I'll have some help?

12 MS. HAZAM: Absolutely. We don't foresee an issue
13 in those claims being considered, but we can talk to the
14 vessels counsel to confirm that and report to Your Honor and
09:04AM 15 the special masters.

16 THE COURT: Thank you very much then. Have a good
17 day.

18 **(Proceedings conclude at 9:04 a.m.)**

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14 *Interim Co-Lead Counsel for Plaintiffs and the Proposed Classes*

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)

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

Judge: Hon. David O. Carter
Date: June 12, 2023
Time: 8:30 am PT
Courtroom: 10A

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

2 1. I submit this Declaration in my capacity as a mediator in the above-
3 captioned action and in connection with the proposed settlement of claims against
4 the Shipping Defendants¹ in the above-captioned class action (the “Settlement”).
5 Retired Judge Sally Shushan and experienced mediator Niki Mendoza also served
6 as mediators in this action.

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

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

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

26 _____
27 ¹ The “Shipping Defendants” are: Capetanissa Maritime Corporation, Costamare
28 Shipping Co., S.A., V.Ships Greece Ltd., and the *M/V Beijing* (the “Beijing Parties”), and Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and *MSC Danit* (the “Dordellas Parties”).

1 5. On June 2, 2022, Interim Co-Lead Counsel and the Shipping
2 Defendants participated in a full-day mediation session before me and the other
3 mediators. The participants included (i) Interim Co-Lead Counsel Wylie Aitken of
4 Aitken, Aitken, Cohn; Lexi Hazam of Lieff Cabraser Heimann & Bernstein LLP;
5 and Stephen Larson of Larson LLP, as well as other lawyers on the plaintiffs' side,
6 including insurance counsel; (ii) the Beijing Defendants' outside counsel at
7 Peacock, Piper, Piper, Tong & Voss LLP, and (iii) the Dordellas Defendants'
8 outside counsel at Collier, Walsh & Nakazawa LLP. Counsel for the Amplify
9 pipeline parties and their insurers were also present.

10 6. In advance of the mediation session, the parties exchanged and
11 submitted detailed mediation statements and supporting exhibits addressing liability
12 and damages, including expert reports, rebuttal declarations, and rebuttal expert
13 reports. During the mediation, counsel for each side presented arguments regarding
14 their clients' positions. The work that went into the mediation statements and
15 competing presentations and arguments was substantial.

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

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

1 9. On November 17, 2022, Interim Co-Lead Counsel and counsel for the
2 Shipping Parties participated in another all-day mediation session. At this mediation,
3 the Beijing Defendants were additionally represented by their outside counsel,
4 Cravath, Swaine & Moore LLP and the Dordellas Parties were additionally
5 represented by their outside counsel Arnold & Porter Kaye Scholer LLP. I
6 understand the parties again presented arguments regarding their clients' positions,
7 engaged in extensive discussion with the mediators regarding weaknesses in their
8 positions and potential common ground, and exchanged settlement demands and
9 offers. Nonetheless, the parties again did not reach agreement at this second
10 mediation. The mediators urged the parties to continue discussions, which they did in
11 the following weeks and months.

12 10. On February 5, 2023, the mediators made a mediators' proposal, which
13 the parties accepted on February 8, 2023.

14 11. Although I cannot disclose specifics regarding the participants'
15 positions, there were many complex issues that required significant thought and
16 practical solutions, including the relative strengths and weaknesses of the liability
17 case, the strength and weaknesses of each putative class's claims for damages, and
18 how to divide the settlement fairly among the three putative classes.

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

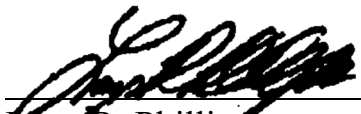
21 13. Based on my experience as a litigator, a former U.S. District Judge and
22 a mediator, I believe that the Settlement represents a recovery and outcome that is
23 reasonable and fair for the Settlement Classes and all parties involved, and fairly
24 divides the Settlement among the three putative classes. When considered alongside
25 the benefits provided by the Amplify settlement, the total monetary relief awarded
26 to the classes here represents a substantial portion of their estimated damages. I
27 further believe it was in the best interests of the parties that they avoid the burdens
28 and risks associated with taking a case of this size and complexity to trial,

1 particularly given the added complication of the Limitation Action and its potential
2 impact on the claims. I strongly support the Court’s approval of the Settlement in
3 all respects.

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

6 I declare under penalty of perjury that the foregoing facts are true and correct
7 and that this declaration was executed this 28th day of April, 2023.

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

PETER MOSES GUTIERREZ, JR.,
et al.,

Plaintiffs,

vs.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

Case No. SA 21-CV-1628-DOC-JDE

**DECLARATION OF GINA
INTREPIDO-BOWDEN REGARDING
PROPOSED SHIPPING
DEFENDANTS SETTLEMENT
NOTICE PLAN**

I, Gina Intrepido-Bowden, declare as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially recognized legal notice expert with more than 20 years of legal experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. JND’s resume, which includes the biographies of JND’s CEO and Co-Founder, Jennifer Keough, and claims

1 administration expert, Gretchen Eoff, both of whom will be involved in this
2 important matter, and a comprehensive description of my experience, is attached as
3 Exhibit A.

4 2. JND is a leading legal administration services provider with
5 headquarters located in Seattle, Washington, and multiple offices throughout the
6 United States. JND has extensive experience with all aspects of legal administration
7 and has administered hundreds of class action matters.

8 3. I submit this Declaration regarding the Parties' proposed program for
9 providing notice of a class action settlement to Fisher, Property, and Waterfront
10 Tourism Class Members (the "Notice Plan"), and to address why it is consistent with
11 other best practicable court-approved notice programs and the requirements of Rule
12 23 of the Federal Rules of Civil Procedure ("Rule 23"), the Due Process Clause of
13 the United States Constitution, and the Federal Judicial Center ("FJC") guidelines for
14 best practicable due process notice.

15 **BACKGROUND AND EXPERIENCE**

16 4. JND's class action division provides all services necessary for the
17 effective administration of class actions including: (1) all facets of providing legal
18 notice to potential class members, such as developing the final class member list and
19 addresses for them, outbound mailing, email notification, and the design and
20 implementation of media programs; (2) website design and deployment, including
21 on-line claim filing capabilities; (3) call center and other contact support; (4) secure
22 class member data management; (5) paper and electronic claims processing; (6) lien
23 verification, negotiation, and resolution; (7) calculation design and programming; (8)
24 payment disbursements through check, wire, PayPal, merchandise credits, and other
25 means; (9) qualified settlement fund management and tax reporting; (10) banking
26 services and reporting; and (11) all other functions related to the secure and accurate
27 administration of class actions.
28

1 5. JND is an approved vendor for the United States Securities and
2 Exchange Commission (“SEC”), the Federal Trade Commission (“FTC”), and most
3 recently, the Consumer Financial Protection Bureau (“CFPB”). In addition, we have
4 been working with a number of other United States government agencies, including:
5 the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the
6 Comptroller of the Currency (“OCC”), the Federal Deposit Insurance Corporation
7 (“FDIC”), the Federal Communications Commission (“FCC”), the Department of
8 Justice (“DOJ”), and the Department of Labor (“DOL”). We also have Master
9 Services Agreements with various corporations and banks, which were only awarded
10 after JND underwent rigorous reviews of our systems, privacy policies, and
11 procedures. JND has been certified as SOC 2 compliant by noted accounting firm
12 Moss Adams.¹

13 6. JND has been recognized by various publications, including the
14 *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for
15 excellence in class action administration. JND was named the #1 Class Action Claims
16 Administrator in the U.S. by the national legal community for multiple consecutive
17 years and was inducted into the *National Law Journal* Hall of Fame in 2022 and 2023
18 for having held this title. JND was also recognized last year as the Most Trusted Class
19 Action Administration Specialists in the Americas by *New World Report* (formerly
20 *U.S. Business News*) in the publication’s 2022 Legal Elite Awards program.

21 7. The principals of JND collectively have over 80 years of experience in
22 class action legal and administrative fields, have overseen claims processes for some
23 of the largest legal claims administration matters in the country’s history, and
24 regularly prepare and implement court-approved notice and administration
25 campaigns throughout the United States.

26
27
28 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria
for providing data security.

1 8. JND was appointed as the notice and claims administrator in the
2 landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we
3 mailed over 100 million postcard notices; sent hundreds of millions of email notices
4 and reminders; placed notice via print, television, radio, and internet; staffed the call
5 center with 250 agents during the peak of the notice program; and received and
6 processed more than eight million claims. JND was also appointed the settlement
7 administrator of the \$1.3 billion Equifax Data Breach Settlement, the largest class
8 action in terms of the 18 million claims received. Email notice was sent twice to over
9 140 million class members, the interactive website received more than 130 million
10 hits, and the call center was staffed with approximately 1,500 agents at the peak of
11 call volume.

12 9. Other large JND matters include a voluntary remediation program in
13 Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz
14 Emissions class action settlements; the \$120 million GM Ignition class action
15 economic settlement, where we sent notice to nearly 30 million class members; and
16 the \$215 million USC Student Health Center Settlement on behalf of women who
17 were sexually abused by a doctor at USC, as well as hundreds of other matters.

18 10. Our notice campaigns are regularly approved by courts throughout the
19 United States.

20 11. As a member of JND's Legal Notice Team, I research, design, develop,
21 and implement a wide array of legal notice programs to meet the requirements of
22 Rule 23 and relevant state court rules. During my career, I have submitted
23 declarations to courts throughout the country attesting to the creation and launch of
24 various notice programs.

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1 **EXPERIENCE WITH LITIGATION RELATED TO THIS OIL SPILL**

2 12. JND designed and implemented two notice and claim programs related
3 to the same 2021 Orange County pipeline oil spill involved in this Settlement: first,
4 the Limitation Action notice and claim program for *In the Matter of the Complaint*
5 *of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company*
6 *S.A., Owner pro hac vice*, No. 2:22-cv-02153DOC-JDE (C.D. Cal.), the Limitation
7 Action brought by the same shipping Defendants that are parties to the Settlement
8 here; and second, the class action settlement notice and claim program in *Gutierrez*
9 *v. Amplify Energy Corp.*, Case No. 8:21-CV-01628-DOC-JDE (C.D. Cal.), which
10 notified the same fisher, property, and waterfront tourism class members about the
11 settlement reached with Amplify related to the same oil spill.

12 13. JND has also designed and implemented class action notice programs
13 related to other oil spills. In *Andrews v. Plains All American Pipeline, L.P.*, Case No.
14 2:15-cv-04113-PSG-JEMx (C.D. Cal.), JND notified fisher and property class
15 members about the 2015 Santa Barbara oil spill settlement. In *Bruzek v. Husky Oil*
16 *Operations Ltd.*, Case No. 18-cv-00697 (W.D. Wisc.), JND notified property owner
17 class members harmed by the Superior, WI oil refinery explosion.

18 **CASE BACKGROUND**

19 14. I have been asked by the Parties to assist in preparing a Notice Plan to
20 reach members of the Fisher Class, Property Class, and Waterfront Tourism Class,
21 to inform them about the Settlement, and their rights and options. The class action
22 lawsuit involves an oil spill in October 2021 off the coast of Orange County,
23 California.

24 15. The **Fisher Class** consists of persons or entities who owned or worked
25 on a commercial fishing vessel docked in Newport Harbor or Dana Point Harbor as
26 of October 2, 2021, and/or who landed seafood within the California Department of
27 Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827
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1 between October 2, 2016 and October 2, 2021, and were in operation as of October
2 2, 2021, as well as those persons and businesses who purchased and resold
3 commercial seafood so landed, at the retail or wholesale level, that were in operation
4 as of October 2, 2021.

5 16. The **Property Class** consists of owners or lessees, between October 2,
6 2021, and December 31, 2021, of residential waterfront and/or waterfront properties
7 or residential properties with a private easement to the coast located between the San
8 Gabriel River and the San Juan Creek in Dana Point, California.

9 17. The **Waterfront Tourism Class** consists of persons or entities in
10 operation between October 2, 2021, and December 31, 2021, who: (a) owned or
11 worked on a sea vessel engaged in the business of ocean water tourism (including
12 sport fishing, sea life observation, and leisure cruising) and accessed the water
13 between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned
14 businesses that offered surfing, paddle boarding, recreational fishing, and/or other
15 beach or ocean equipment rentals and/or lessons or activities; sold food or beverages;
16 sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail
17 goods; or provided visitor accommodations south of the San Gabriel River, north of
18 the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue
19 and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of
20 Huntington Beach.

21 18. Excluded from the Classes are the Defendants, any entity or division in
22 which the Defendants have a controlling interest, and their legal representatives,
23 officers, directors, employees, assigns and successors; the judge to whom this case is
24 assigned, the judge's staff, and any member of the judge's immediate family;
25 businesses that contract directly with the Defendants for use of the Pipeline; all
26 employees of the law firms representing Plaintiffs and the Class Members; and timely
27 all opt-outs.
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1 **NOTICE PLAN OVERVIEW**

2 19. The objective of the proposed Notice Plan is to provide the best notice
3 practicable, consistent with the methods and tools employed in other court-approved
4 notice programs. The Notice Plan includes efforts to reach the Fisher, Property, and
5 Waterfront Tourism Classes.

6 20. The proposed Notice Plan consists of direct notice, targeted digital
7 notice, an internet search effort, and the distribution of earned media in English and
8 Spanish to media outlets throughout California. The proposed Notice Plan uses the
9 same media tactics used in the *Amplify* settlement notice program.

10 21. The notice documents will direct Class Members to the case website,
11 where the Fisher Class Long Form Notice, attached as Exhibit B, the Property Class
12 Long Form Notice, attached as Exhibit C, and the Waterfront Tourism Class Long
13 Form Notice, attached as Exhibit D, will be posted (along with other important case
14 documents).

15 22. JND will also maintain a toll-free number, post office box, and email
16 address for this matter. JND maintains contact center agents who speak a variety of
17 languages, and can coordinate service in any additional languages as needs arise
18 based on Class Member outreach.

19 23. Based on my experience in developing and implementing class notice
20 programs, I believe the proposed Notice Plan will provide the best notice practicable
21 under the circumstances.

22 **DIRECT NOTICE EFFORT**

23 24. JND will effectuate the sending of the Fisher Class Postcard Notice,
24 attached as Exhibit E, the Property Class Postcard Notice, attached as Exhibit F, and
25 the Waterfront Tourism Class Postcard Notices, attached as Exhibit G, by U.S. mail
26 to known Class Members. In addition, the Fisher Class Email Notice, attached as
27 Exhibit H, Property Class Email Notice, attached as Exhibit I, and Waterfront
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1 Tourism Class Email Notice, attached as Exhibit J, will be sent to Fisher, Property,
2 and Waterfront Tourism Class Members for whom email addresses are available.

3 25. Each class contains well over 1,000 members. Fisher Class contact
4 information, including the names, mailing addresses, and email addresses for
5 approximately 2,580 vessel, fishing, and fish processing license holders, was
6 provided to JND by Class Counsel on September 21, 2022 and is based on CDFW
7 databases. In addition, JND assisted Class Counsel in compiling a list of Property
8 Class and Waterfront Tourism Class names, mailing addresses, and email addresses.
9 As of April 5, 2023, the Property Class Notice list consists of approximately 10,043
10 properties and the Waterfront Tourism Class Notice list consists of approximately
11 1,322 persons/entities.

12 26. Upon receipt of the Fisher Class Member data, JND promptly loaded
13 the information into a secure case-specific database for this case. JND employs
14 appropriate administrative, technical and physical controls designed to ensure the
15 confidentiality and protection of Class Member data, as well as to reduce the risk of
16 loss, misuse, or unauthorized access, disclosure or modification of Class Member
17 data.

18 27. Prior to mailing, JND staff will perform advanced address research
19 using skip trace databases and the United States Postal Service (“USPS”) National
20 Change of Address (“NCOA”) database² to update addresses. JND staff will track all
21 notices returned undeliverable by the USPS and will promptly re-mail notices that
22 are returned with a forwarding address. In addition, JND staff will also take
23 reasonable efforts to research and determine if it is possible to reach a Class Member
24 for whom a notice is returned without a forwarding address, either by mailing to a
25 more recent mailing address or using available skip-tracing tools to identify a new
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27 ² The NCOA database is the official USPS technology product which makes changes
28 of address information available to mailers to help reduce undeliverable mail pieces
before mail enters the mail stream.

1 mailing address and/or an email address by which the potential Class Member may
2 be reached, if an email has not been sent already.

3 28. JND uses industry-leading email solutions to achieve the most efficient
4 email notification campaigns. Our Data Team is staffed with email experts and
5 software solution teams to conform each notice program to the particulars of the case.
6 JND provides individualized support during the program and manages our sender
7 reputation with the Internet Service Providers (“ISPs”). For each of our programs,
8 we analyze the program’s data and monitor the ongoing effectiveness of the
9 notification campaign, adjusting the campaign as needed. These actions ensure the
10 highest possible deliverability of the email campaign so that more potential Class
11 Members receive notice.

12 29. Prior to emailing the Notice, JND will evaluate the email for potential
13 spam language to improve deliverability. This process includes running the email
14 through spam testing software, DKIM for sender identification and authorization, and
15 hostname evaluation. Additionally, we will check the send domain against the 25
16 most common IPv4 blacklists.

17 30. For each email campaign, including this one, JND utilizes a verification
18 program to eliminate invalid email and spam traps that would otherwise negatively
19 impact deliverability. We will then clean the list of email addresses for formatting
20 and incomplete addresses to further identify all invalid email addresses.

21 31. To ensure readability of the email, our team will review and format the
22 body content into a structure that is applicable to all email platforms, allowing the
23 email to pass easily to the recipient. Before launching the email campaign, we will
24 send a test email to multiple ISPs and open and test the email on multiple devices
25 (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens
26 as expected.

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1 36. **Fisher Class Media Details:** More than 3.8 million digital impressions³
2 and approximately 70,000 e-Newsletter sends will be served to those in the fishing
3 industry. The GDN effort will target adults 25 years of age or older (“Adults 25+”)
4 in Los Angeles and Orange Counties on websites/apps with topics surrounding
5 fishing, boats & watercraft and/or agriculture & forestry (Aquaculture). A portion of
6 the impressions will be allocated towards Spanish language sites. The
7 Facebook/Instagram activity will target Adults 25+ in Los Angeles and Orange
8 Counties whose job titles include “Farming, Fishing and Forestry” and/or
9 “Commercial Fisherman,” as well as those with interests in National Ocean Service,
10 National Oceanic and Atmospheric Administration. Banner ads will also appear
11 across FishermensNews.com. In addition, four digital ads each will appear in
12 *National Fisherman’s* e-Newsletter and two digital ads will appear in *Fisherman’s*
13 *News* e-Newsletter for a total of six placements.⁴

14 37. **Property Class and Waterfront Tourism Class Media Details:**
15 Approximately 4 million digital impressions will be served to Adults 25+ in
16 Huntington Beach, Newport Beach, Dana Point, and Laguna via GDN, Facebook,
17 and iHeart audio streaming.

18 38. Specifically for the Property Class, a portion of the GDN effort will be
19 allocated towards coastal zip codes, renters and/or homeowners, and Spanish
20 language sites. A portion of the Facebook/Instagram activity will be allocated
21 towards homeowners. The iHeart Media audio streaming effort will consist of 30-
22 second audio spots with a portion allocated to Spanish language radio formats.

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25 ³ Impressions or Exposures are the total number of opportunities to be exposed to a
26 media vehicle or combination of media vehicles containing a notice. Impressions are
27 a gross or cumulative number that may include the same person more than once. As
28 a result, impressions can and often do exceed the population size.

⁴ Industry media is limited in terms of availability. Publishers also have a right of
refusal when it comes to ad placements. If industry media is unavailable or they do
not accept our ad at the time of placement, JND will seek comparable alternatives.

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SETTLEMENT WEBSITE

43. An informational Settlement website will be established, enabling Class Members to receive more details about the litigation and Settlement. Class Members will be able to download the Long Form Notices and other important court documents.

TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS

44. JND will establish and maintain a toll-free Interactive Voice Recorded (IVR) telephone number for Class Members to call for information related to the Settlement. Class Members will also be able to leave a message for a return call. The telephone line will be available 24 hours a day, seven (7) days a week.

45. JND will also maintain a dedicated Post Office Box and email address where Class Members may send inquiries.

NOTICE DESIGN AND CONTENT

46. The proposed notice documents are designed to comply with Rule 23’s guidelines for class action notices, as well as the FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain easy-to-read summaries of the Settlement and instructions on how to obtain more information about the case.

47. Courts routinely approve notices that have been written and designed in a similar manner. This Court approved a similar notice program involving this same oil spill in the *Amplify* settlement, as well as the notice program related to this same oil spill in the Limitation Action.

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CONCLUSION

48. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23; and is consistent with other similar court-approved best notice practicable notice programs. The Notice Plan is designed to reach as many Class Members as possible and inform them about the Settlement and their rights and options.

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

Executed on May 15, 2023 in Philadelphia, Pennsylvania.



GINA INTREPIDO-BOWDEN

- EXHIBIT A -



JND CLASS ACTION ADMINISTRATION CV

1.800.207.7160

| CA • MN • NY • WA

| www.jndla.com

JND Legal Administration (JND) is the foremost administrator in the United States when it comes to handling large and complex class action matters. Our team comprises renowned leaders and veterans of the industry, and our systems and technology are built not just for functionality but also based on a strict adherence to information security and privacy best practices.

OVERVIEW

JND handles a broad spectrum of cases in the class action administration arena including matters involving antitrust, securities, consumers, automobiles, employment, human rights, ERISA, product defects, insurance, healthcare, TCPA and false advertising, among others.

We perform all services necessary for the successful implementation of class action administration starting with client consultation regarding settlement terms; design and implementation of notice programs, including direct mail, media plans and email notification; website development and deployment, including the ability to process on-line claims; mailroom intake services; telephone services, including through recorded messages and live operators; handling, review and processing of claims; data collection and database management; Qualified Settlement Fund management; building and testing calculation programs; determining payment awards; and distribution of settlement funds, through various payment methodologies including checks, PayPal, Venmo, debit cards and other means.

All JND systems and processes have been audited for compliance with applicable information security standards including HIPAA. We are SOC 2 certified every year.

JND's expertise is called upon in equal measure by the top plaintiff and defendant law firms in the Country, as well as by large corporate clients. JND is also routinely hired by important government agencies and is an approved vendor for both the United States Securities and Exchange Commission ("SEC") and the Federal Trade Commission ("FTC"). JND also works with the following other government agencies: EEOC, OCC, CFPB, FDIC, FCC, DOJ and DOL.

JND has been voted the #1 Administrator in the country by readers of at least one of the following publications every year of our existence: the *New York Law Journal*, the *Legal Times* and the *National Law Journal*.

JND is headquartered in Seattle Washington in a state-of-the-art 35,000 square foot facility including a 10,000 square foot mail-processing center and an in-house call center. We have more than 250 employees, not including call center personnel, located in four offices across the country – Seattle, Washington; New Hyde Park, New York; Minneapolis, Minnesota; and Los Angeles, California.

We have four different call centers across the United States that can accommodate 2,500 contact agent seats.

Finally, JND offers several other business lines including: eDiscovery, which offers targeted discovery requests, highly secure cost-effective hosting, technology solutions, data analytics, corporate documentation, data recovery and email examination, evidence consultation, testimony and timeline generation; and mass tort, which offers intake, screening, and retention, medical record retrieval and review, plaintiff fact sheet preparation, claims and settlement administration, lien resolution and distribution.

PEOPLE

JND's Founders – Jennifer Keough, Neil Zola and David Isaac -- have some 80 years collective experience in class action and administration fields. All are trained lawyers, with Jennifer having worked for nationally recognized defense firm Perkins Coie, and Neil and David having worked on the plaintiff side at Wolf Haldenstein Adler Freeman & Herz in New York City. They have personally worked on some of the largest administrations in the United States including the \$20 billion Gulf Coast Claims Facility, the \$10+ billion Deepwater Horizon Gulf Oil Spill class action, the \$6.15 billion WorldCom securities settlement, the \$3.4 billion Cobell Indians settlement and the \$2.67 billion Blue Cross Blue Shield antitrust settlement. Their individual bios are attached as Exhibit 1.

JND talent runs deep and includes many other officers with significant experience in class action administration, including, among others, the following:

1. Derek Dragotta

As JND's Vice President of Information Security, Derek is responsible for protecting the confidentiality, integrity, and availability of the organization's information, assets, and systems. Derek oversees the development, implementation, and monitoring of the

company's Information Security Program, including the policies, standards, procedures, and controls required to achieve corporate objectives.

Derek also provides oversight of JND's Incident Response, Disaster Recovery, and Business Continuity capabilities, as well as the provisioning of privacy and security awareness and training to the workforce.

He has worked on some of the largest settlements in the industry and, throughout his career, frequently collaborated with clients and auditors on a variety of assessments, including FISMA, SOX, HIPAA, PCI-DSS, and the AICPA's SOC II certification.

Derek is a member of the ISACA and ISC² professional organizations and holds the Certified Information Systems Security Professional (CISSP®) and Certified Information Security Manager (CISM®) certifications.

2. Gretchen Eoff

Based in JND's West Coast Headquarters, Gretchen Eoff is responsible for complex case oversight and supervision of high-profile JND matters. Among other important matters, Gretchen has played a major role in JND's handling of the \$215 million USC Student Health Center Settlement and the JPMorgan Stable Value Fund Erisa Litigation Settlement. She has also overseen much of the operation for JND's landmark Equifax Data Breach Settlement administration.

Throughout her 12-year legal administration career, Gretchen has held critical operational roles in complex cases including the \$1.425 billion Stryker Modular Hip Settlements, the \$125 million Takata Individual Restitution Fund, the \$500 million GM Ignition Compensation Claims Resolution Facility, and the \$20 billion Gulf Coast Claims Facility, among many others.

Gretchen is admitted to practice law in Washington State. She earned her JD at the University of Denver College of Law where she was Managing Editor of the Denver University Law Review and interned for U.S. Magistrate Judge Craig B. Shaffer (Ret.) (U.S. District Court, District of Colorado). She also received a Masters of Public Administration from Seattle University, where she was named a Presidential Management Fellow, and a B.A. in Law, Societies and Justice from the University of Washington.

3. Shandy Garr

Shandy has administered thousands of cases and has worked on some of the largest and most complex settlements in history, including the \$6.15 billion WorldCom securities litigation settlement and the \$10+ billion Deepwater Horizon Economic class action settlement. In demonstration of her versatility and breadth of expertise, Shandy has advanced through many prominent senior management positions over the course of her class action administration career. During her 18-year tenure with another major provider in the legal services and claims administration space, she served as SVP of Communications and Diversity & Inclusion, VP of Securities, VP of Midwest Operations and VP of East Coast Operations.

Active in consumer rights advocacy and access to justice initiatives arenas, she is a former administrator for the National Association of Shareholder & Consumer Attorneys (NASCAT) and has been a Mobilization for Justice (MFJ) board member since 2016. Black Enterprise Magazine has named Shandy as an Executive to Watch, and Profiles in Diversity Journal recognized her with the Diversity Leader Award in 2018.

4. Gina Intrepido-Bowden

Gina Intrepido-Bowden is Vice President of JND Legal Administration. She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants in both the U.S. and international markets with notice in over 35 languages. Some notable cases in which Gina has been involved include the \$2.67 billion Blue Cross Blue Shield Antitrust Settlement, the groundbreaking \$1.9 billion Indian Residential Schools Settlement Agreement (IRSSA), the \$1.1 billion Royal Ahold Securities Settlement, the \$215 million USC Student Health Center Settlement, and the \$60 million FTC Suboxone Antitrust Settlement.

Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating summa cum laude.

5. Darryl Thompson

As Chief Information Officer, Darryl is responsible for providing the vision and leadership for developing and implementing Information Technology initiatives at JND. Darryl oversees all IT staff and vendors and also initiates the planning and implementation of enterprise IT systems in order to most effectively enable all of JND's divisions to be successful.

Reporting directly to and working in unison with Jennifer Keough, President and Co-Founder of JND, Darryl ensures the IT organization is prioritizing initiatives and delivering secure, high value systems, infrastructure and technical support.

Prior to entering the Legal Administration realm, Darryl spent 12 years in Health Care IT, where he was the Managing Director of IT for Adaptis, a Health Care BPO that provided Systems, claims processing and administration services to insurance companies.

* * *

Bios of other key JND Executives and further information about our company can be found at www.JNDLA.com.

LANDMARK CASES

JND and its Founders have worked on some of the largest administrations in our Country's history, among the many thousands that we have handled. Below are details about ten of our most important matters. This list represents mostly recent cases because we believe that it is important to understand that the firm you are hiring still has the personnel that worked on these matters. Where we list matters that are more than five years old, it is only because they were worked on and supervised by JND Founders or other officers who are still with the company.

1. In re Blue Cross Blue Shield Antitrust Litig.

Master File No.: 2:13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. In approving the notice plan designed by Jennifer Keough, United States District Court Judge R. David Proctor, wrote:

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts... The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

2. In re Equifax Inc. Customer Data Sec. Breach Litig.

Master File No.: 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. JND handled all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

3. Allagas v. BP Solar Int'l, Inc.

Master File No.: 14-cv-00560 (N.D. Cal.)

Jennifer Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. JND devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. The program included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. Honorable Susan Illston recognized the complexity of the settlement when appointing Ms. Keough as ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the

merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation’s history, Jennifer Keough and Neil Zola worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Under our supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

5. Gulf Coast Claims Facility (GCCF)/In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010

No. 2179 (MDL) (E.D. La.)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which the JND Founders helped develop,

processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, we coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. We also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. Jennifer Keough and Neil Zola built a brand new, 400,000 square foot, center in Hammond, Louisiana with over 200 employees, which handled all of the back-office mail and processing for this multi-billion dollar settlement program. The Hammond center, which was the hub of the program, was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

6. In re Mercedes-Benz Emissions Litig.

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$700 million plus settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved the proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services:

The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.

7. In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.

No. 13-2441 (MDL) (D. Minn.)

Jennifer Keough and JND Vice President Gretchen Eoff ran the administration efforts for this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. The team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

8. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Jennifer Keough and David Isaac played key roles in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

9. Loblaw Card Program

JND was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a \$25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. JND's team: (1) built an interactive website that was capable of withstanding hundreds of millions of "hits" in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing

and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

10. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. JND designed a notice effort that included mailed and email notice to potential Class members, digital notices on Facebook, LinkedIn, and Twitter, an internet search effort, notice placements in USC publications/eNewsletters, and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. We ensured the establishment of an all-female call center, fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. JND staff also handled all lien resolution work for this case.

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor's Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int'l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 25 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

2. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

3. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice

plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

4. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

5. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

6. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

7. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).

9. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

10. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

11. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and

Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

12. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

13. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

14. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

15. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

16. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice

to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

17. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

18. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)
No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

19. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

20. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

21. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

22. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)
No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

23. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

24. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

25. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

26. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

27. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

28. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)
No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

29. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

30. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)
No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

31. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

32. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

33. Judge Kathleen M. Daily

Podawiltz v. Swisher Int’l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

34. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

35. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

36. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

37. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

38. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

39. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

40. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

41. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

42. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form,

method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

43. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, “the Notice”) directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

44. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties’ provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned

declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

45. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)
No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

46. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)
No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

47. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)
No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

48. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

49. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

50. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.

51. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

52. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)
No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

53. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

54. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

55. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R.

Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

56. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

57. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co., (Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

58. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

59. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

60. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,

(Indirect Purchaser-Gordon Settlement), (August 4, 2015)

No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

61. Honorable Sara I. Ellis

Thomas v. Lennox Indus. Inc., (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the "Notices") attached as

Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

62. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser-Tong Yang Settlement), (May 29, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

63. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

64. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.

(Direct Purchaser–Gordon Settlement), (May 5, 2015)

No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

65. Honorable José L. Linares

Demmick v. Celco P’ship, (May 1, 2015)

No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

66. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action,

the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

67. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

68. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

69. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the “best practicable” notice was given to the Class and that the Notice was “reasonably calculated” to (a) describe the Action and the Plaintiff’s and Class Members’ rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

70. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

71. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

72. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

73. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

74. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

75. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

76. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

77. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

78. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

79. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)

No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

80. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

81. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan’s multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes ‘the best notice that is practicable under the circumstances’ consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23’s notice requirements also complies with Due Process requirements. ‘The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.’ Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

82. Judge Jeffrey Goering

Molina v. Intrust Bank, N.A., (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

83. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

84. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

85. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

86. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

87. Judge James Robertson

In re Dep’t of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

88. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

89. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

90. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

91. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).



CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

| CASE NAME | CASE NUMBER | LOCATION |
|--|---------------------|--------------------|
| <i>A.B. v. Regents of the Univ. of California</i> | 20-cv-09555-RGK-E | C.D. Cal. |
| <i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i> | 16-cv-03588 | S.D.N.Y. |
| <i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i> | 18-CV-00368 | S.D. Iowa |
| <i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i> | 18-cv-2863-DWF-ECW | D. Minn. |
| <i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i> | 18-cv-01897-DDD-NYW | D. Colo. |
| <i>Ahmed v. HSBC Bank USA, NA</i> | 15-cv-2057-FMO-SPx | N.D. Ill. |
| <i>Allen v. UMB Bank, N.A.</i> | 1016-CV34791 | Mo. Cir. Ct. |
| <i>Anderson v. Canada (Phase I)</i> | 2008NLTD166 | NL Sup. Ct. |
| <i>Anderson v. Canada (Phase II)</i> | 2007 01T4955CP | NL Sup. Ct. |
| <i>Andrews v. Plains All Am. Pipeline, L.P.</i> | 15-cv-04113-PSG-JEM | C.D. Cal. |
| <i>Angel v. U.S. Tire Recovery</i> | 06-C-855 | W. Va. Cir. Ct. |
| <i>Baiz v. Mountain View Cemetery</i> | 809869-2 | Cal. Super. Ct. |
| <i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i> | 00-L-9664 | Ill. Cir. Ct. |
| <i>Barba v. Shire U.S., Inc.</i> | 13-cv-21158 | S.D. Fla. |
| <i>Beck-Ellman v. Kaz USA Inc.</i> | 10-cv-2134 | S.D. Cal. |
| <i>Beringer v. Certegy Check Serv., Inc.</i> | 07-cv-1657-T-23TGW | M.D. Fla. |
| <i>Bibb v. Monsanto Co. (Nitro)</i> | 041465 | W. Va. Cir. Ct. |
| <i>Billieson v. City of New Orleans</i> | 94-19231 | La. Civ. Dist. Ct. |
| <i>Bland v. Premier Nutrition Corp.</i> | RG19-002714 | Cal. Super. Ct. |
| <i>Boskie v. Backgroundchecks.com</i> | 2019CP3200824 | S.C. C.P. |
| <i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i> | 20-cv-240-DJN | E.D. Va. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|--------------------------|----------------------------|
| <i>Brookshire Bros. v. Chiquita</i> | 05-CIV-21962 | S.D. Fla. |
| <i>Brown v. Am. Tobacco</i> | J.C.C.P. 4042 No. 711400 | Cal. Super. Ct. |
| <i>Bruzek v. Husky Oil Operations Ltd.</i> | 18-cv-00697 | W.D. Wis. |
| <i>Campos v. Calumet Transload R.R., LLC</i> | 13-cv-08376 | N.D. Ill. |
| <i>Cappalli v. BJ's Wholesale Club, Inc.</i> | 10-cv-00407 | D.R.I. |
| <i>Carter v. Monsanto Co. (Nitro)</i> | 00-C-300 | W. Va. Cir. Ct. |
| <i>Chambers v. Whirlpool Corp.</i> | 11-cv-01733 | C.D. Cal. |
| <i>Cobb v. BSH Home Appliances Corp.</i> | 10-cv-00711 | C.D. Cal. |
| <i>Davis v. Am. Home Prods. Corp.</i> | 94-11684 | La. Civ. Dist. Ct., Div. K |
| <i>DC 16 v. Sutter Health</i> | RG15753647 | Cal. Super. Ct. |
| <i>Defrates v. Hollywood Ent. Corp.</i> | 02L707 | Ill. Cir. Ct. |
| <i>de Lacour v. Colgate-Palmolive Co.</i> | 16-cv-8364-KW | S.D.N.Y. |
| <i>Demereckis v. BSH Home Appliances Corp.</i> | 8:10-cv-00711 | C.D. Cal. |
| <i>Demmick v. Cellco P'ship</i> | 06-cv-2163 | D.N.J. |
| <i>Desportes v. Am. Gen. Assurance Co.</i> | SU-04-CV-3637 | Ga. Super. Ct. |
| <i>Dolen v. ABN AMRO Bank N.V.</i> | 01-L-454 & 01-L-493 | Ill. Cir. Ct. |
| <i>Donnelly v. United Tech. Corp.</i> | 06-CV-320045CP | Ont. S.C.J. |
| <i>Eck v. City of Los Angeles</i> | BC577028 | Cal. Super. Ct. |
| <i>Elec. Welfare Trust Fund v. United States</i> | 19-353C | Fed. Cl. |
| <i>Engquist v. City of Los Angeles</i> | BC591331 | Cal. Super. Ct. |
| <i>Ervin v. Movie Gallery Inc.</i> | CV-13007 | Tenn. Ch. Fayette Co. |
| <i>First State Orthopaedics v. Concentra, Inc.</i> | 05-CV-04951-AB | E.D. Pa. |
| <i>Fisher v. Virginia Electric & Power Co.</i> | 02-CV-431 | E.D. Va. |
| <i>Fishon v. Premier Nutrition Corp.</i> | 16-CV-06980-RS | N.D. Cal. |
| <i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i> | 16-cv-61198 | S.D. Fla. |
| <i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i> | 09-cv-00852 | E.D. Wis. |
| <i>Ford Explorer Cases</i> | JCCP Nos. 4226 & 4270 | Cal. Super. Ct. |
| <i>Friedman v. Microsoft Corp.</i> | 2000-000722 | Ariz. Super. Ct. |
| <i>FTC v. Reckitt Benckiser Grp. PLC</i> | 19CV00028 | W.D. Va. |
| <i>Gardner v. Stimson Lumber Co.</i> | 00-2-17633-3SEA | Wash. Super. Ct. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|----------------------------|-------------------------------------|
| <i>Gifford v. Pets Global, Inc.</i> | 21-cv-02136-CJC-MRW | C.D. Cal. |
| <i>Gordon v. Microsoft Corp.</i> | 00-5994 | D. Minn. |
| <i>Grays Harbor v. Carrier Corp.</i> | 05-05437-RBL | W.D. Wash. |
| <i>Griffin v. Dell Canada Inc.</i> | 07-CV-325223D2 | Ont. Super. Ct. |
| <i>Gunderson v. F.A. Richard & Assoc., Inc.</i> | 2004-2417-D | La. 14 th Jud. Dist. Ct. |
| <i>Gupta v. Aeries Software, Inc.</i> | 20-cv-00995 | C.D. Cal. |
| <i>Hanks v. Lincoln Life & Annuity Co. of New York</i> | 16-cv-6399 PKC | S.D.N.Y. |
| <i>Herrera v. Wells Fargo Bank, N.A.</i> | 18-cv-00332-JVS-MRW | C.D. Cal. |
| <i>Hill-Green v. Experian Info. Solutions, Inc.</i> | 19-cv-708-MHL | E.D. Va. |
| <i>Huntzinger v. Suunto Oy</i> | 37-2018-00027159-CU-BT-CTL | Cal. Super. Ct. |
| <i>In re Anthem, Inc. Data Breach Litig.</i> | 15-md-02617 | N.D. Cal. |
| <i>In re Arizona Theranos, Inc. Litig.</i> | 16-cv-2138-DGC | D. Ariz. |
| <i>In re Babcock & Wilcox Co.</i> | 00-10992 | E.D. La. |
| <i>In re Blue Cross Blue Shield Antitrust Litig.</i> | 13-CV-20000-RDP | N.D. Ala. |
| <i>In re Broiler Chicken Antitrust Litig.</i> | 16-cv-08637 | N.D. Ill. |
| <i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i> | MDL 08-md-1998 | W.D. Ky. |
| <i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i> | 19-cv-21551-CMA | S.D. Fla. |
| <i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i> | 2543 (MDL) | S.D.N.Y. |
| <i>In re High Sulfur Content Gasoline Prod. Liab.</i> | MDL No. 1632 | E.D. La. |
| <i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i> | 14-md-02583 | N.D. Ga. |
| <i>In re Hypodermic Prod. Antitrust Litig.</i> | 05-cv-01602 | D.N.J. |
| <i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i> | 14-md-02542 | S.D.N.Y. |
| <i>In re Lidoderm Antitrust Litig.</i> | 14-md-02521 | N.D. Cal. |
| <i>In re Lupron Mktg. & Sales Practices</i> | MDL No.1430 | D. Mass. |
| <i>In re Mercedes-Benz Emissions Litig.</i> | 16-cv-881 (KM) (ESK) | D.N.J. |
| <i>In re Monitronics Int'l, Inc., TCPA Litig.</i> | 11-cv-00090 | N.D. W.Va. |
| <i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i> | 15-md-02670 | S.D. Cal. |

| CASE NAME | CASE NUMBER | LOCATION |
|--|----------------------|-----------------|
| <i>In re Parmalat Sec.</i> | 04-md-01653 (LAK) | S.D.N.Y. |
| <i>In re Residential Schools Litig.</i> | 00-CV-192059 CPA | Ont. Super. Ct. |
| <i>In re Resistors Antitrust Litig.</i> | 15-cv-03820-JD | N.D. Cal. |
| <i>In re Royal Ahold Sec. & "ERISA"</i> | 03-md-01539 | D. Md. |
| <i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i> | 15-cv01364 | N.D. Ill. |
| <i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i> | 06-cv-07023 | N.D. Ill. |
| <i>In re Serzone Prod. Liab.</i> | 02-md-1477 | S.D. W. Va. |
| <i>In re Skelaxin (Metaxalone) Antitrust Litig.</i> | 12-cv-194 | E.D. Ten. |
| <i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i> | 14-md-2503 | D. Mass. |
| <i>In re: Subaru Battery Drain Prods. Liab. Litig.</i> | 20-cv-03095-JHR-MJS | D.N.J. |
| <i>In re TJX Cos. Retail Sec. Breach Litig.</i> | MDL No. 1838 | D. Mass. |
| <i>In re Trans Union Corp. Privacy Litig.</i> | MDL No. 1350 | N.D. Ill. |
| <i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i> | 2247 | D. Minn. |
| <i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i> | MDL 1796 | D.D.C. |
| <i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i> | MDL 2672 CRB | N.D. Cal. |
| <i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i> | MDL 08-1958 | D. Minn. |
| <i>In the Matter of GTV Media Grp. Inc.</i> | 3-20537 | SEC |
| <i>James v. PacifiCorp.</i> | 20cv33885 | Or. Cir. Ct. |
| <i>Johnson v. Yahoo! Inc.</i> | 14-cv02028 | N.D. Ill. |
| <i>Kearney v. Equilon Enter. LLC</i> | 14-cv-00254 | D. Ore. |
| <i>Ko v. Natura Pet Prod., Inc.</i> | 09cv02619 | N.D. Cal. |
| <i>Langan v. Johnson & Johnson Consumer Co.</i> | 13-cv-01471 | D. Conn. |
| <i>Lavinsky v. City of Los Angeles</i> | BC542245 | Cal. Super. Ct. |
| <i>Lee v. Stonebridge Life Ins. Co.</i> | 11-cv-00043 | N.D. Cal. |
| <i>Leonard v. John Hancock Life Ins. Co. of NY</i> | 18-CV-04994 | S.D.N.Y. |
| <i>Lerma v. Schiff Nutrition Int'l, Inc.</i> | 11-cv-01056 | S.D. Cal. |
| <i>Levy v. Dolgencorp, LLC</i> | 20-cv-01037-TJC-MCR | M.D. Fla. |
| <i>Lockwood v. Certegy Check Serv., Inc.</i> | 07-CV-587-FtM-29-DNF | M.D. Fla. |
| <i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i> | 20-cv-11518 | C.D. Cal. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|----------------------|-------------------------------------|
| <i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i> | 2247 | D. Minn. |
| <i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i> | MDL 1796 | D.D.C. |
| <i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i> | MDL 08-1958 | D. Minn. |
| <i>In the Matter of GTV Media Grp. Inc.</i> | 3-20537 | SEC |
| <i>Johnson v. Yahoo! Inc.</i> | 14-cv02028 | N.D. Ill. |
| <i>Kearney v. Equilon Enter. LLC</i> | 14-cv-00254 | D. Ore. |
| <i>Ko v. Natura Pet Prod., Inc.</i> | 09cv02619 | N.D. Cal. |
| <i>Langan v. Johnson & Johnson Consumer Co.</i> | 13-cv-01471 | D. Conn. |
| <i>Lavinsky v. City of Los Angeles</i> | BC542245 | Cal. Super. Ct. |
| <i>Lee v. Stonebridge Life Ins. Co.</i> | 11-cv-00043 | N.D. Cal. |
| <i>Leonard v. John Hancock Life Ins. Co. of NY</i> | 18-CV-04994 | S.D.N.Y. |
| <i>Lerma v. Schiff Nutrition Int'l, Inc.</i> | 11-cv-01056 | S.D. Cal. |
| <i>Levy v. Dolgencorp, LLC</i> | 20-cv-01037-TJC-MCR | M.D. Fla. |
| <i>Lockwood v. Certegy Check Serv., Inc.</i> | 07-CV-587-FtM-29-DNF | M.D. Fla. |
| <i>Luster v. Wells Fargo Dealer Serv., Inc.</i> | 15-cv-01058 | N.D. Ga. |
| <i>Malone v. Western Digital Corp.</i> | 20-cv-03584-NC | N.D. Cal. |
| <i>Markson v. CRST Int'l, Inc.</i> | 17-cv-01261-SB (SPx) | C.D. Cal. |
| <i>Martinelli v. Johnson & Johnson</i> | 15-cv-01733-MCE-DB | E.D. Cal. |
| <i>McCall v. Hercules Corp.</i> | 66810/2021 | N.Y. Super. Ct. |
| <i>McCrary v. Elations Co., LLC</i> | 13-cv-00242 | C.D. Cal. |
| <i>Microsoft I-V Cases</i> | J.C.C.P. No. 4106 | Cal. Super. Ct. |
| <i>Molina v. Intrust Bank, N.A.</i> | 10-cv-3686 | Ks. 18 th Jud. Dist. Ct. |
| <i>Morrow v. Conoco Inc.</i> | 2002-3860 | La. Dist. Ct. |
| <i>Mullins v. Direct Digital LLC.</i> | 13-cv-01829 | N.D. Ill. |
| <i>Myers v. Rite Aid of PA, Inc.</i> | 01-2771 | Pa. C.P. |
| <i>Naef v. Masonite Corp.</i> | CV-94-4033 | Ala. Cir. Ct. |
| <i>Nature Guard Cement Roofing Shingles Cases</i> | J.C.C.P. No. 4215 | Cal. Super. Ct. |
| <i>Nichols v. SmithKline Beecham Corp.</i> | 00-6222 | E.D. Pa. |
| <i>Nishimura v Gentry Homes, LTD.</i> | 11-11-1-1522-07-RAN | Haw. Cir. Ct. |
| <i>Novoa v. The GEO Grp., Inc.</i> | 17-cv-02514-JGB-SHK | C.D. Cal. |
| <i>Nwauzor v. GEO Grp., Inc.</i> | 17-cv-05769 | W.D. Wash. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|----------------------|-------------------------------------|
| <i>Luster v. Wells Fargo Dealer Serv., Inc.</i> | 15-cv-01058 | N.D. Ga. |
| <i>Malone v. Western Digital Corp.</i> | 20-cv-03584-NC | N.D. Cal. |
| <i>Markson v. CRST Int'l, Inc.</i> | 17-cv-01261-SB (SPx) | C.D. Cal. |
| <i>Martinelli v. Johnson & Johnson</i> | 15-cv-01733-MCE-DB | E.D. Cal. |
| <i>McCall v. Hercules Corp.</i> | 66810/2021 | N.Y. Super. Ct. |
| <i>McCrary v. Elations Co., LLC</i> | 13-cv-00242 | C.D. Cal. |
| <i>Microsoft I-V Cases</i> | J.C.C.P. No. 4106 | Cal. Super. Ct. |
| <i>Molina v. Intrust Bank, N.A.</i> | 10-cv-3686 | Ks. 18 th Jud. Dist. Ct. |
| <i>Morrow v. Conoco Inc.</i> | 2002-3860 | La. Dist. Ct. |
| <i>Mullins v. Direct Digital LLC.</i> | 13-cv-01829 | N.D. Ill. |
| <i>Myers v. Rite Aid of PA, Inc.</i> | 01-2771 | Pa. C.P. |
| <i>Naef v. Masonite Corp.</i> | CV-94-4033 | Ala. Cir. Ct. |
| <i>Nature Guard Cement Roofing Shingles Cases</i> | J.C.C.P. No. 4215 | Cal. Super. Ct. |
| <i>Nichols v. SmithKline Beecham Corp.</i> | 00-6222 | E.D. Pa. |
| <i>Nishimura v Gentry Homes, LTD.</i> | 11-11-1-1522-07-RAN | Haw. Cir. Ct. |
| <i>Novoa v. The GEO Grp., Inc.</i> | 17-cv-02514-JGB-SHK | C.D. Cal. |
| <i>Nwauzor v. GEO Grp., Inc.</i> | 17-cv-05769 | W.D. Wash. |
| <i>Palace v. DaimlerChrysler</i> | 01-CH-13168 | Ill. Cir. Ct. |
| <i>Peek v. Microsoft Corp.</i> | CV-2006-2612 | Ark. Cir. Ct. |
| <i>Plubell v. Merck & Co., Inc.</i> | 04CV235817-01 | Mo. Cir. Ct. |
| <i>Podawiltz v. Swisher Int'l, Inc.</i> | 16CV27621 | Or. Cir. Ct. |
| <i>Poertner v. Gillette Co.</i> | 12-cv-00803 | M.D. Fla. |
| <i>Prather v. Wells Fargo Bank, N.A.</i> | 15-cv-04231 | N.D. Ga. |
| <i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i> | 14-cv-06046 | D.N.J. |
| <i>Richison v. Am. Cemwood Corp.</i> | 005532 | Cal. Super. Ct. |
| <i>Rick Nelson Co. v. Sony Music Ent.</i> | 18-cv-08791 | S.D.N.Y. |
| <i>Roberts v. Electrolux Home Prod., Inc.</i> | 12-cv-01644 | C.D. Cal. |
| <i>Russell v. Kohl's Dep't Stores, Inc.</i> | 15-cv-01143 | C.D. Cal. |
| <i>Sandoval v. Merlex Stucco Inc.</i> | BC619322 | Cal. Super. Ct. |
| <i>Scott v. Blockbuster, Inc.</i> | D 162-535 | 136 th Tex. Jud. Dist. |
| <i>Senne v Office of the Comm'r of Baseball</i> | 14-cv-00608-JCS | N.D. Cal. |

| CASE NAME | CASE NUMBER | LOCATION |
|--|-----------------------|-------------------------------------|
| <i>Shames v. Hertz Corp.</i> | 07cv2174-MMA | S.D. Cal. |
| <i>Sidibe v. Sutter Health</i> | 12-cv-4854-LB | N.D. Cal. |
| <i>Staats v. City of Palo Alto</i> | 2015-1-CV-284956 | Cal. Super. Ct. |
| <i>Soders v. Gen. Motors Corp.</i> | CI-00-04255 | Pa. C.P. |
| <i>Sonner v. Schwabe North America, Inc.</i> | 15-cv-01358 VAP (SPx) | C.D. Cal. |
| <i>Stroud v. eMachines, Inc.</i> | CJ-2003-968-L | W.D. Okla. |
| <i>Swetz v. GSK Consumer Health, Inc.</i> | 20-cv-04731 | S.D.N.Y. |
| <i>Talalai v. Cooper Tire & Rubber Co.</i> | MID-L-8839-00 MT | N.J. Super. Ct. |
| <i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i> | 16-cv-01622 | M.D. Fla. |
| <i>Thibodeaux v. Conoco Philips Co.</i> | 2003-481 | La. 4 th Jud. Dist. Ct. |
| <i>Thomas v. Lennox Indus. Inc.</i> | 13-cv-07747 | N.D. Ill. |
| <i>Thompson v. Metropolitan Life Ins. Co.</i> | 00-CIV-5071 HB | S.D. N.Y. |
| <i>Turner v. Murphy Oil USA, Inc.</i> | 05-CV-04206-EEF-JCW | E.D. La. |
| <i>USC Student Health Ctr. Settlement</i> | 18-cv-04258-SVW | C.D. Cal. |
| <i>Walker v. Rite Aid of PA, Inc.</i> | 99-6210 | Pa. C.P. |
| <i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i> | BC389753 | Cal. Super. Ct. |
| <i>Wener v. United Tech. Corp.</i> | 500-06-000425-088 | QC. Super. Ct. |
| <i>West v. G&H Seed Co.</i> | 99-C-4984-A | La. 27 th Jud. Dist. Ct. |
| <i>Williams v. Weyerhaeuser Co.</i> | CV-995787 | Cal. Super. Ct. |
| <i>Yamagata v. Reckitt Benckiser, LLC</i> | 17-cv-03529-CV | N.D.Cal. |
| <i>Zarebski v. Hartford Ins. Co. of the Midwest</i> | CV-2006-409-3 | Ark. Cir. Ct. |

- EXHIBIT B -

If you owned or worked on a commercial fishing vessel or landed or resold seafood and were affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A proposed Settlement has been reached with shipping companies in a class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”).

This Notice explains your rights and options and the deadlines to exercise them.

What is this about?

- Plaintiffs brought claims on behalf of commercial fishers and processors, coastal real property owners and lessees, and waterfront tourism businesses harmed by the Oil Spill (“Class Members”) alleging that certain “Shipping Defendants” that own or operate two container ships have responsibility for the Oil Spill because those ships dragged their anchors over the pipeline during a heavy storm event prior to the spill, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.
- This Settlement was reached to resolve Class Members’ claims against the Shipping Defendants in the lawsuit titled *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve claims by Class Members in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, Nos. 2:22-cv-02153-DOC-JDE and 2:22-mc-00213-DOC (C.D. Cal.) (collectively “Limitation Action”). Both actions are pending in the Central District of California before Judge David O. Carter.
- This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that is being finalized after being approved by the same Court. A separate notice was issued regarding that settlement, and for those eligible for compensation under it, separate payments will be made. The capitalized word “Settlement” in this notice refers to the Settlement reached between Plaintiffs and the Shipping Defendants.

What does this Settlement provide?

- Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds for different classes affected by the Oil Spill. Of that money, \$30.6 million will be used for the Fisher Class Settlement Fund. If the Settlement is approved by the Court and becomes final, the funds will be used to pay eligible Class Members based on an allocation plan approved by the Court. The funds will also be used to pay attorney fees and costs, notice and settlement administration costs, service awards to Class Representatives, and any other fees and costs approved by the Court.

Questions? Please call 1-xxx-xxx-xxx or visit www.OCOilSpillSettlement.com

- Payments will be made to Fisher Class Members automatically by mailed check. Fisher Class Members do not need to do anything to receive a payment.

Who is affected?

- You are a Fisher Class Member if you are a person or business 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, and/or a person or business who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to qualifying Class Members only if the Court approves the Settlement and after potential appeals are resolved.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE FISHER CLASS.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--------------------------------------|---|--|
| <u>Options:</u> | <u>Details:</u> | <u>Deadlines:</u> |
| RECEIVE A PAYMENT | <ul style="list-style-type: none"> • If you are a Fisher Class Member, you do not need to do anything to receive a payment. • If the Court approves the Settlement, checks will be mailed to all Fisher Class Members who do not opt out. • You will give up your right to sue the Shipping Defendants for damages caused by this Oil Spill, and release any claims you may have filed in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled <i>In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice</i>, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (collectively “Limitation Action”). | N/A |
| EXCLUDE YOURSELF (“OPT OUT”) | <ul style="list-style-type: none"> • Receive no payment from the Settlement. • Keep any rights to sue the Shipping Defendants that you already have. • You cannot object to the Settlement. | Postmark request to exclude yourself on or before Month x, 202x |
| OBJECT | <ul style="list-style-type: none"> • Tell the Court you do not like something about the Settlement. • You will still remain a Class Member, meaning you will still receive a payment, and you will still give up your right to sue the Shipping Defendants for the claims resolved by this Settlement, and release any claims you may have filed in the related Limitation Action. | File your objection with the Court and serve it on the parties on or before Month x, 202x |

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

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Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

BASIC INFORMATION

1. Why was this Notice issued?

A proposed Settlement has been reached in the class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”). A Federal Court authorized this Notice because you have a right to know about the proposed Settlement between the Fisher Class and the Shipping Defendants and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing (“Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Fisher Class Representatives are Donald C. Brockman, Heidi M. Jacques, John Crow, Josh Hernandez, LBC Seafood, Inc., and Quality Sea Food Inc. Additional Plaintiffs serve as Class Representatives to represent the Property and Waterfront Tourism Classes. The Shipping Defendants in the lawsuit are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*.

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify’s P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that two container ships, the *M/V Beijing* and the *MSC Danit*, crossed over the pipeline during a heavy storm and that contact between their anchors and the pipeline caused the Oil Spill. The Shipping Defendants deny those allegations and assert that the Oil Spill was caused by the allegedly negligent conduct of Amplify, the pipeline’s owners and operators.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people can be a class or class members (if a judge approves). Bringing a case as a class action allows adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or the Shipping Defendants are right. Instead, each party agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

5. I received a notice before about a settlement for this Oil Spill. Is this the same thing?

No, the prior notice related to a different settlement with different defendants related to the same Oil Spill. This Settlement is with the Shipping Defendants that Plaintiffs allege caused the Oil Spill by dragging their anchors and striking or otherwise making contact with the pipeline during a heavy storm event in January 2021. The prior settlement was with the pipeline owners and operators (Amplify). The two settlements are separate, although both involve the same class members. If the Court approves this Settlement, checks will be mailed to Fisher Class Members from funds paid by the Shipping Defendants. The same Court recently approved the settlement with Amplify, and separate payments will be made to those eligible from funds paid by Amplify.

To learn more about the two settlements, visit www.OCOilSpillSettlement.com.

WHO'S INCLUDED IN THE SETTLEMENT?

6. How do I know if I am in the Class?

The Fisher Class includes persons or businesses 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, and/or persons or businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, and were in operation as of October 2, 2021.

Excluded from the Fisher Class are:

- the Shipping Defendants, any entity or division in which the Shipping Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all who exclude themselves (opt out) from the Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Fisher Class Settlement, if approved, will result in the creation of a cash settlement fund of \$30.6 million (the "Fisher Class Settlement Amount"). The Fisher Class Settlement Amount, together with any interest earned thereon, is the "Fisher Class Common Fund."

The Fisher Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Fisher Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

8. How will the lawyers be paid?

Class Counsel will apply to the Court for fees of up to 25% of the Settlement for the Fisher Class (up to \$7.65 million) plus a proportional amount of expenses. Class Counsel will also ask the Court to award up to \$7,500 to

Questions? Please call [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) or visit www.OCOilSpillSettlement.com

each of the Fisher Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Fisher Class in achieving this Settlement. Any amount awarded to Class Counsel or the Fisher Class Representatives related to the Fisher Class Settlement will be paid out of the Fisher Class Common Fund.

The Court may award less than the amount requested by Class Counsel. Class Counsel will file their motion for attorneys' fees and expenses no later than **Month x, 202x** and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

9. How much money will I personally receive?

Class Counsel will submit the proposed Plan of Distribution to the Court within 10 days of the Court preliminarily approving the Settlement. Class Counsel will post the proposed Plan of Distribution at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, the Court-appointed Settlement Administrator, a neutral third party, will calculate individual settlement payments based on the Court-approved Plan of Distribution, and payments will be made to eligible Class Members accordingly. Exact payment amounts will not be known until after the Court grants final approval to the Settlement.

Payments from this Settlement will be separate from payments that will be issued under the settlement with the pipeline companies (Amplify) related to this Oil Spill.

10. How can I get a payment?

If the Settlement is approved by the Court, members of the Fisher Class will be sent checks automatically and will not have to file claims to receive settlement payments.

11. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if approval is reversed on appeal. If the Settlement is approved, you will receive a payment only if you are a Class Member and do not opt out.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed three law firms—Lief Cabraser Heimann Bernstein LLP; Aitken, Aitken, Cohn; and Larson, LLP (“Interim Settlement Class Counsel”)—to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Lexi J. Hazam
LIEFF CABRASER
HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Shipping Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—referred to as “opting out” of the Settlement.

14. How do I exclude myself from the Settlement?

To exclude yourself (or “opt out”) from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box **xxxxx**
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by the Settlement, and you may be able to sue (or continue to sue) the Shipping Defendants and the other Released Parties about the claims in this lawsuit.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue the Shipping Defendants or the other Released Parties about the claims in this lawsuit.

15. If I don’t exclude myself, can I sue the Shipping Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Shipping Defendants for the claims that this Settlement resolves. If you have a pending lawsuit or claim, speak to your lawyer immediately. You must exclude yourself from this Settlement to continue your own lawsuit or claim. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with the Shipping Defendants in writing if you do not like a part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.).

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as fish landing records;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- A list identifying all class action settlements to which you have previously objected, including the name, date, and court of those cases;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Shipping Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023**.

You can file objections with the Court either electronically at <https://ecf.cacd.uscourts.gov> or by mail at:

Clerk of the Court
United States District Court for the Central District of California
Ronald Reagan Federal Building and United States Courthouse
411 West 4th Street,
Courtroom 10 A,
Santa Ana, CA 92701-4516

Objections should be sent by certified mailed or delivered to the following addresses for the parties' counsel (see next page):

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

| Interim Settlement Class Counsel | Counsel for the Beijing Defendants | | | | |
|--|---|---|--|---|--|
| <p style="text-align: center;">Lexi J. Hazam LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000</p> <p style="text-align: center;">Wylie A. Aitken AITKEN, AITKEN, COHN 3 MacArthur Pl. Suite 800 Santa Ana, CA 92707 (714) 434-1424</p> <p style="text-align: center;">Stephen Larson LARSON LLP 555 Flower St. #4400 Los Angeles, CA 90071 (213) 436-4888</p> | <p style="text-align: center;">Kevin J. Orsini CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 (212) 474-1000</p> <p style="text-align: center;">Albert E. Peacock III PEACOCK PIPER TONG + VOSS LLP 100 West Broadway, Suite 610 Long Beach, CA 90802 (562) 320-8880</p> <tr> <th colspan="2" data-bbox="841 667 1481 709" style="text-align: center;">Counsel for the Dordellas Defendants</th> </tr> <tr> <td data-bbox="841 709 1481 1180"> <p style="text-align: center;">Jonathan W. Hughes ARNOLD & PORTER KAYE SCHOLER LLP Three Embarcadero Center, Tenth Floor San Francisco, CA 94111 (415) 471-3156</p> <p style="text-align: center;">Joseph A. Walsh II COLLIER WALSH NAKAZAWA LLP One World Trade Center, Suite 2370 Long Beach, CA 90831 (562) 317-3300</p> </td> <td data-bbox="841 709 1481 1180"></td> </tr> | Counsel for the Dordellas Defendants | | <p style="text-align: center;">Jonathan W. Hughes ARNOLD & PORTER KAYE SCHOLER LLP Three Embarcadero Center, Tenth Floor San Francisco, CA 94111 (415) 471-3156</p> <p style="text-align: center;">Joseph A. Walsh II COLLIER WALSH NAKAZAWA LLP One World Trade Center, Suite 2370 Long Beach, CA 90831 (562) 317-3300</p> | |
| Counsel for the Dordellas Defendants | | | | | |
| <p style="text-align: center;">Jonathan W. Hughes ARNOLD & PORTER KAYE SCHOLER LLP Three Embarcadero Center, Tenth Floor San Francisco, CA 94111 (415) 471-3156</p> <p style="text-align: center;">Joseph A. Walsh II COLLIER WALSH NAKAZAWA LLP One World Trade Center, Suite 2370 Long Beach, CA 90831 (562) 317-3300</p> | | | | | |

18. What is the difference between objecting and excluding myself (opting out)?

Objecting is telling the Court that you don’t like something about the Settlement with the Shipping Defendants. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

19. What are my rights and obligations under the Settlement?

If you are a Fisher Class Member and you do not exclude yourself from the Settlement with the Shipping Defendants, and the Court approves the Settlement, you will automatically receive a Settlement payment. Unless you exclude yourself (opt out), you will be bound by the terms of the Settlement upon final approval by the Court, and release any rights you have to sue the Shipping Defendants about the claims in this lawsuit. You will also release any claims you may have filed in the related “Limitation Action” lawsuits brought by some of the Shipping

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.).

20. What claims will be released by the Settlement?

If the Settlement with the Shipping Defendants is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released the Shipping Defendants and other Released Parties from any and all claims for any losses of any kind or nature whatsoever, whether known or unknown, arising out of or relating to the Oil Spill. You will also release any claims you may have filed in the related "Limitation Action" lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (C.D. Cal.). The specific claims you are giving up against the Shipping Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can talk to your own lawyer at your own expense.

FINAL APPROVAL HEARING

21. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West 4th Street, Courtroom 10 A, Santa Ana, CA 92701. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

22. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed your written objection with the Court and served it on the parties by **Month x, 202x**, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

23. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box xxx, Seattle, WA 98111, email at **EMAIL** or call **1-xxx-xxx-xxxx**.

PLEASE DO NOT CONTACT THE COURT

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

DATED: MONTH X, 202X

**BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

- EXHIBIT C -

If you owned or leased waterfront property impacted by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A proposed Settlement has been reached with shipping companies in a class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”).

This Notice explains your rights and options and the deadlines to exercise them.

What is this about?

- Plaintiffs brought claims on behalf of commercial fishers and processors, coastal real property owners and lessees, and waterfront tourism businesses harmed by the Oil Spill (“Class Members”) alleging that certain “Shipping Defendants” that own or operate two container ships have responsibility for the Oil Spill because those ships dragged their anchors over the pipeline during a heavy storm event prior to the spill, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.
- This Settlement was reached to resolve Class Members’ claims against the Shipping Defendants in the lawsuit titled *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve claims by Class Members in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, Nos. 2:22-cv-02153-DOC-JDE and 2:22-mc-00213-DOC (C.D. Cal.) (collectively “Limitation Action”). Both actions are pending in the Central District of California before Judge David O. Carter.
- This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that is being finalized after being approved by the same Court. A separate notice was issued regarding that settlement, and for those eligible for compensation under it, separate payments will be made. The capitalized word “Settlement” in this notice refers to the Settlement reached between Plaintiffs and the Shipping Defendants.

What does this Settlement provide?

- Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds for different classes affected by the Oil Spill. Of that money, \$8.1 million will be used for the Property Class Settlement Fund. If the Settlement is approved by the Court and becomes final, the funds will be used to pay eligible Class Members based on an allocation plan approved by the Court. The funds will also be used to pay attorney fees and costs, notice and settlement administration costs, service awards to Class Representatives, and any other fees and costs approved by the Court.

Questions? Please call 1-xxx-xxx-xxx or visit www.OCOilSpillSettlement.com

- Payments will be made to Property Class Members automatically by mailed check. Property Class Members do not need to do anything to receive a payment.

Who is affected?

- You are a Property Class Member if you were an owner or lessee, 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.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to qualifying Class Members only if the Court approves the Settlement and after potential appeals are resolved.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE PROPERTY CLASS.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--------------------------------------|---|--|
| <u>Options:</u> | <u>Details:</u> | <u>Deadlines:</u> |
| RECEIVE A PAYMENT | <ul style="list-style-type: none"> • If you are a Property Class Member, you do not need to do anything to receive a payment. • If the Court approves the Settlement, checks will be mailed to all Property Class Members who do not opt out. • You will give up your right to sue the Shipping Defendants for damages caused by this Oil Spill, and release any claims you may have filed in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled <i>In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice</i>, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (collectively “Limitation Action”). | N/A |
| EXCLUDE YOURSELF (“OPT OUT”) | <ul style="list-style-type: none"> • Receive no payment from the Settlement. • Keep any rights to sue the Shipping Defendants that you already have. • You cannot object to the Settlement. | Postmark request to exclude yourself on or before Month x, 202x |
| OBJECT | <ul style="list-style-type: none"> • Tell the Court you do not like something about the Settlement. • You will still remain a Class Member, meaning you will still receive a payment, and you will still give up your right to sue the Shipping Defendants for the claims resolved by this Settlement, and release any claims you may have filed in the related Limitation Action. | File your objection with the Court and serve it on the parties on or before Month x, 202x |

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

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Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

BASIC INFORMATION

1. Why was this Notice issued?

A proposed Settlement has been reached in the class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”). A Federal Court authorized this Notice because you have a right to know about the proposed Settlement between the Property Class and the Shipping Defendants and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing (“Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Property Class Representatives are John Pedicini, Mary Pedicini, Rajasekaran Wickramasekaran, and Chandralekha Wickramasekaran. Additional Plaintiffs serve as Class Representatives to represent the Fisher and Waterfront Tourism Classes. The Shipping Defendants in the lawsuit are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*.

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify’s P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that two container ships, the *M/V Beijing* and the *MSC Danit*, crossed over the pipeline during a heavy storm and that contact between their anchors and the pipeline caused the Oil Spill. The Shipping Defendants deny those allegations and assert that the Oil Spill was caused by the allegedly negligent conduct of Amplify, the pipeline’s owners and operators.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people can be a class or class members (if a judge approves). Bringing a case as a class action allows adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or the Shipping Defendants are right. Instead, each party agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

5. I received a notice before about a settlement for this Oil Spill. Is this the same thing?

No, the prior notice related to a different settlement with different defendants related to the same Oil Spill. This Settlement is with the Shipping Defendants that Plaintiffs allege caused the Oil Spill by dragging their anchors and striking or otherwise making contact with the pipeline during a heavy storm event in January 2021. The prior settlement was with the pipeline owners and operators (Amplify). The two settlements are separate, although both involve the same class members. If the Court approves this Settlement, checks will be mailed to Property Class Members from funds paid by the Shipping Defendants. The same Court recently approved the settlement with Amplify, and separate payments will be made to those eligible from funds paid by Amplify.

To learn more about the two settlements, visit www.OCOilSpillSettlement.com.

WHO'S INCLUDED IN THE SETTLEMENT?

6. How do I know if I am in the Class?

The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

Excluded from the Property Class are:

- the Shipping Defendants, any entity or division in which the Shipping Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all who exclude themselves (opt out) from the Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Property Class Settlement, if approved, will result in the creation of a cash settlement fund of \$8.1 million (the "Property Class Settlement Amount"). The Property Class Settlement Amount, together with any interest earned thereon, is the "Property Class Common Fund."

The Property Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Property Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

8. How will the lawyers be paid?

Class Counsel will apply to the Court for fees of up to 25% of the Settlement for the Property Class (up to \$2.025 million) plus a proportional amount of expenses. Class Counsel will also ask the Court to award up to \$7,500 to

Questions? Please call [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) or visit www.OCOilSpillSettlement.com

each of the Property Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Property Class in achieving this Settlement. Any amount awarded to Class Counsel or the Property Class Representatives related to the Property Class Settlement will be paid out of the Property Class Common Fund.

The Court may award less than the amount requested by Class Counsel. Class Counsel will file their motion for attorneys' fees and expenses no later than **Month x, 202x** and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

9. How much money will I personally receive?

Class Counsel will submit the proposed Plan of Distribution to the Court within **10** days of the Court preliminarily approving the Settlement. Class Counsel will post the proposed Plan of Distribution at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, the Court-appointed Settlement Administrator, a neutral third party, will calculate individual settlement payments based on the Court-approved Plan of Distribution, and payments will be made to eligible Class Members accordingly. Exact payment amounts will not be known until after the Court grants final approval to the Settlement.

Payments from this Settlement will be separate from payments that will be issued under the settlement with the pipeline companies (Amplify) related to this Oil Spill.

10. How can I get a payment?

If the Settlement is approved by the Court, members of the Property Class will be sent checks automatically and will not have to file claims to receive settlement payments.

11. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if approval is reversed on appeal. If the Settlement is approved, you will receive a payment only if you are a Class Member and do not opt out.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed three law firms—Lief Cabraser Heimann Bernstein LLP; Aitken, Aitken, Cohn; and Larson, LLP (“Interim Settlement Class Counsel”)—to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

Lexi J. Hazam
LIEFF CABRASER
HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Shipping Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—sometimes referred to as “opting out” of the Settlement.

14. How do I exclude myself from the Settlement?

To exclude yourself (or “opt out”) from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box **xxxxx**
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by the Settlement, and you may be able to sue (or continue to sue) the Shipping Defendants and the other Released Parties about the claims in this lawsuit.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue the Shipping Defendants or the other Released Parties about the claims in this lawsuit.

15. If I don’t exclude myself, can I sue the Shipping Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Shipping Defendants for the claims that this Settlement resolves. If you have a pending lawsuit or claim, speak to your lawyer immediately. You must exclude yourself from this Settlement to continue your own lawsuit or claim. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with the Shipping Defendants in writing if you do not like a part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.).

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as a deed;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- A list identifying all class action settlements to which you have previously objected, including the name, date, and court of those cases;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Shipping Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023**.

You can file objections with the Court either electronically at <https://ecf.cacd.uscourts.gov> or by mail at:

Clerk of the Court
United States District Court for the Central District of California
Ronald Reagan Federal Building and United States Courthouse
411 West 4th Street,
Courtroom 10 A,
Santa Ana, CA 92701-4516

Objections should be sent by certified mailed or delivered to the following addresses for the parties' counsel (see next page):

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

| Interim Settlement Class Counsel | Counsel for the Beijing Defendants |
|--|--|
| <p style="text-align: center;">Lexi J. Hazam LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000</p> <p style="text-align: center;">Wylie A. Aitken AITKEN, AITKEN, COHN 3 MacArthur Pl. Suite 800 Santa Ana, CA 92707 (714) 434-1424</p> <p style="text-align: center;">Stephen Larson LARSON LLP 555 Flower St. #4400 Los Angeles, CA 90071 (213) 436-4888</p> | <p style="text-align: center;">Kevin J. Orsini CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 (212) 474-1000</p> <p style="text-align: center;">Albert E. Peacock III PEACOCK PIPER TONG + VOSS LLP 100 West Broadway, Suite 610 Long Beach, CA 90802 (562) 320-8880</p> |
| | <p style="text-align: center;">Counsel for the Dordellas Defendants</p> <p style="text-align: center;">Jonathan W. Hughes ARNOLD & PORTER KAYE SCHOLER LLP Three Embarcadero Center, Tenth Floor San Francisco, CA 94111 (415) 471-3156</p> <p style="text-align: center;">Joseph A. Walsh II COLLIER WALSH NAKAZAWA LLP One World Trade Center, Suite 2370 Long Beach, CA 90831 (562) 317-3300</p> |

18. What is the difference between objecting and excluding myself (opting out)?

Objecting is telling the Court that you don't like something about the Settlement with the Shipping Defendants. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

19. What are my rights and obligations under the Settlement?

If you are a Property Class Member and you do not exclude yourself from the Settlement with the Shipping Defendants, and the Court approves the Settlement, you will automatically receive a Settlement payment. Unless you exclude yourself (opt out), you will be bound by the terms of the Settlement upon final approval by the Court, and release any rights you have to sue the Shipping Defendants about the claims in this lawsuit. You will also release any claims you may have filed in the related "Limitation" Action lawsuits brought by some of the Shipping

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.).

20. What claims will be released by the Settlement?

If the Settlement with the Shipping Defendants is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released the Shipping Defendants and other Released Parties from any and all claims for any losses of any kind or nature whatsoever, whether known or unknown, arising out of or relating to the Oil Spill. You will also release any claims you may have filed in the related "Limitation Action" lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (C.D. Cal.). The specific claims you are giving up against the Shipping Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can talk to your own lawyer at your own expense.

FINAL APPROVAL HEARING

21. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West 4th Street, Courtroom 10 A, Santa Ana, CA 92701. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

22. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed your written objection with the Court and served it on the parties by **Month x, 202x**, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

23. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box **xxx**, Seattle, WA 98111, email at **EMAIL** or call **1-xxx-xxx-xxxx**.

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

PLEASE DO NOT CONTACT THE COURT

DATED: MONTH X, 202X

**BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

- EXHIBIT D -

If you owned or worked at a waterfront business affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment in a class action settlement

If you believe you are affected but did not receive a notice by mail/email, call xxx-xxx-xxxx or go to www.OCOilSpillSettlement.com to see if you qualify

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A proposed Settlement has been reached with shipping companies in a class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”).

This Notice explains your rights and options and the deadlines to exercise them.

What is this about?

- Plaintiffs brought claims on behalf of commercial fishers and processors, coastal real property owners and lessees, and waterfront tourism businesses harmed by the Oil Spill (“Class Members”) alleging that certain “Shipping Defendants” who own or operate two container ships have responsibility for the Oil Spill because those ships each dragged their anchors over the pipeline during a heavy storm event prior to the spill, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.
- This Settlement was reached to resolve Class Members’ claims against the Shipping Defendants in the lawsuit titled *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve claims by Class Members in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, Case Nos. 2:22-cv-02153-DOC-JDE and 2:22-mc-00213-DOC (C.D. Cal.) (collectively “Limitation Action”). Both actions are pending in the Central District of California before Judge David O. Carter.
- This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that is being finalized after being approved by the same Court. A separate notice was issued regarding that settlement, and for those eligible for compensation under it, separate payments will be made. The capitalized word “Settlement” in this notice refers to the Settlement reached between Plaintiffs and the Shipping Defendants.

What does this Settlement provide?

- Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds for different classes affected by the Oil Spill. Of that money, \$6.3 million will be used for the Waterfront Tourism Class Settlement Fund. If the Settlement is approved by the Court and becomes final, the funds will be used to pay eligible Class Members based on an allocation plan approved by the Court. The funds also will also be used to pay attorney fees and costs, notice and settlement administration costs, service awards to Class Representatives, and any other fees and costs approved by the Court.
- Payments will be made to Waterfront Tourism Class Members automatically by mailed check. Waterfront Tourism Class Members do not need to do anything to receive a payment.

Questions? Please call 1-xxx-xxx-xxx or visit www.OCOilSpillSettlement.com

Who is affected?

- You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to qualifying Class Members only if the Court approves the Settlement and after potential appeals are resolved.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE WATERFRONT TOURISM CLASS.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--------------------------------------|---|--|
| <u>Options:</u> | <u>Details:</u> | <u>Deadlines:</u> |
| RECEIVE A PAYMENT | <ul style="list-style-type: none"> If you are a Waterfront Tourism Class Member, you do not need to do anything to receive a payment. If the Court approves the Settlement, checks will be mailed to Waterfront Tourism Class Members who do not opt out. You will give up your right to sue the Shipping Defendants for damages caused by this Oil Spill, and release any claims you may have filed in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled <i>In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice</i>, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (C.D. Cal.) (collectively “Limitation Action”). | N/A |
| EXCLUDE YOURSELF (“OPT OUT”) | <ul style="list-style-type: none"> Receive no payment from the Settlement. Keep any rights to sue the Shipping Defendants that you already have. You cannot object to the Settlement. | Postmark request to exclude yourself on or before Month x, 202x |
| OBJECT | <ul style="list-style-type: none"> Tell the Court you do not like something about the Settlement. You will still remain a Class Member, meaning you will still receive a payment, and you will still give up your right to sue the Shipping Defendants for the claims resolved by this Settlement, and release any claims you may have filed in the related Limitation Action. | File your objection with the Court and serve it on the parties on or before Month x, 202x |

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

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BASIC INFORMATION

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

1. Why was this Notice issued?

A proposed Settlement has been reached in the class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”). A Federal Court authorized this Notice because you have a right to know about the proposed Settlement between the Waterfront Tourism Class and the Shipping Defendants and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing (“Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Waterfront Tourism Class Representatives are Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey’s Locker Sportfishing, Inc., East Meets West Excursions, Tyler Wayman, Donald C. Brockman, and Heidi M. Jacques. Additional Plaintiffs serve as Class Representatives to represent the Property and Fisher Classes. The Shipping Defendants in the lawsuit are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*.

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify’s P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that two container ships, the *M/V Beijing* and the *MSC Danit*, crossed over the pipeline during a heavy storm and that contact between their anchors and the pipeline caused the Oil Spill. The Shipping Defendants deny those allegations and assert that the Oil Spill was caused by the allegedly negligent conduct of Amplify, the pipeline’s owners and operators.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people can be a class or class members (if a judge approves). Bringing a case as a class action allows adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or the Shipping Defendants are right. Instead, each party agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

5. I received a notice before about a settlement for this Oil Spill. Is this the same thing?

No, the prior notice related to a different settlement with different defendants related to the same Oil Spill. This Settlement is with the Shipping Defendants that Plaintiffs allege caused the Oil Spill by dragging their anchors and striking or otherwise making contact with the pipeline during a heavy storm event in January 2021. The prior settlement was with the pipeline owners and operators (Amplify). The two settlements are separate, although both involve the same class members. If the Court approves this Settlement, checks will be mailed to Waterfront Tourism Class Members from funds paid by the Shipping Defendants. The same Court recently approved the settlement with Amplify, and separate payments will be made to those eligible from funds paid by Amplify.

To learn more about the two settlements, visit www.OCOilSpillSettlement.com.

WHO'S INCLUDED IN THE SETTLEMENT?

6. How do I know if I am in the Class?

The Waterfront Tourism Class includes persons or entities in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

Excluded from the Waterfront Tourism Class are:

- the Shipping Defendants, any entity or division in which the Shipping Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all who exclude themselves (opt out) from the Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Waterfront Tourism Class Settlement, if approved, will result in the creation of a cash settlement fund of \$6.3 million (the "Waterfront Tourism Class Settlement Amount"). The Waterfront Tourism Class Settlement Amount, together with any interest earned thereon, is the "Waterfront Tourism Class Common Fund."

The Waterfront Tourism Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Waterfront Tourism Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

8. How will the lawyers be paid?

Class Counsel will apply to the Court for fees of up to 25% of the Settlement for the Waterfront Tourism Class (up to \$1.575 million) plus a proportional amount of expenses. Class Counsel will also ask the Court to award up to \$7,500 to each of the Waterfront Tourism Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Waterfront Tourism Class in achieving this Settlement. Any amount awarded to Class Counsel or the Waterfront Tourism Class Representatives related to the Waterfront Tourism Class Settlement will be paid out of the Waterfront Tourism Class Common Fund.

The Court may award less than the amount requested by Class Counsel. Class Counsel will file their motion for attorneys' fees and expenses no later than **Month x, 202x** and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

9. How much money will I personally receive?

Class Counsel will submit the proposed Plan of Distribution to the Court within 10 days of the Court preliminarily approving the Settlement. Class Counsel will post the proposed Plan of Distribution at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, the Court-appointed Settlement Administrator, a neutral third party, will calculate individual settlement payments based on the Court-approved Plan of Distribution, and payments will be made to eligible Class Members accordingly. Exact payment amounts will not be known until after the Court grants final approval to the Settlement.

Payments from this Settlement will be separate from payments that will be issued under the settlement with the pipeline companies (Amplify) related to this Oil Spill.

10. How can I get a payment?

If the Settlement is approved by the Court, members of the Waterfront Tourism Class will be sent checks automatically and will not have to file claims to receive settlement payments.

11. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if approval is reversed on appeal. If the Settlement is approved, you will receive a payment only if you are a Class Member and do not opt out.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed three law firms—Lief Cabraser Heimann Bernstein LLP; Aitken, Aitken, Cohn; and Larson, LLP (“Interim Settlement Class Counsel”)—to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

Lexi J. Hazam
LIEFF CABRASER
HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Shipping Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—sometimes referred to as “opting out” of the Settlement.

14. How do I exclude myself from the Settlement?

To exclude yourself (or “opt out”) from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 202x**, to the Settlement Administrator at the following address:

OC Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box **xxxxx**
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by the Settlement, and you may be able to sue (or continue to sue) the Shipping Defendants and the other Released Parties about the claims in this lawsuit.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue the Shipping Defendants or the other Released Parties about the claims in this lawsuit.

15. If I don’t exclude myself, can I sue the Shipping Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Shipping Defendants for the claims that this Settlement resolves. If you have a pending lawsuit or claim, speak to your lawyer immediately. You must exclude yourself from this Settlement to continue your own lawsuit or claim. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with the Shipping Defendants in writing if you do not like a part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.).

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as fish landing records;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- A list identifying all class action settlements to which you have previously objected, including the name, date, and court of those cases;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Shipping Defendants' Counsel listed below by certified mail postmarked no later than **Month x, 2023**.

You can file objections with the Court either electronically at <https://ecf.cacd.uscourts.gov> or by mail at:

Clerk of the Court
United States District Court for the Central District of California
Ronald Reagan Federal Building and United States Courthouse
411 West Fourth Street
Courtroom 10 A
Santa Ana, California 92701-4516

Objections should be sent by certified mailed or delivered to the following addresses for the parties' counsel (see next page):

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

| Interim Settlement Class Counsel | Counsel for the Beijing Defendants |
|--|--|
| <p style="text-align: center;">Lexi J. Hazam LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000</p> <p style="text-align: center;">Wylie A. Aitken AITKEN, AITKEN, COHN 3 MacArthur Pl. Suite 800 Santa Ana, CA 92707 (714) 434-1424</p> <p style="text-align: center;">Stephen Larson LARSON LLP 555 Flower St. #4400 Los Angeles, CA 90071 (213) 436-4888</p> | <p style="text-align: center;">Kevin J. Orsini CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 (212) 474-1000</p> <p style="text-align: center;">Albert E. Peacock III PEACOCK PIPER TONG + VOSS LLP 100 West Broadway Suite 610 Long Beach, CA 90802 (562) 320-8880</p> |
| | <p style="text-align: center;">Counsel for the Dordellas Defendants</p> <p style="text-align: center;">Jonathan W. Hughes ARNOLD & PORTER KAYE SCHOLER LLP Three Embarcadero Center, Tenth Floor San Francisco, CA 94111 (415) 471-3156</p> <p style="text-align: center;">Joseph A. Walsh II COLLIER WALSH NAKAZAWA LLP One World Trade Center, Suite 2370 Long Beach, CA 90831 (562) 317-3300</p> |

18. What is the difference between objecting and excluding myself (opting out)?

Objecting is telling the Court that you don't like something about the Settlement with the Shipping Defendants. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

19. What are my rights and obligations under the Settlement?

If you are a Waterfront Tourism Class Member and you do not exclude yourself from the Settlement with the Shipping Defendants, and the Court approves the Settlement, you will automatically receive a Settlement payment. Unless you exclude yourself (opt out), you will be bound by the terms of the Settlement upon final approval by the Court, and release any rights you have to sue the Shipping Defendants about the claims in this lawsuit. You will also release any claims you may have filed in the related "Limitation Action" lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas*

Questions? Please call 1-xxx-xxx-xxxx or visit www.OCOilSpillSettlement.com

Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.).

20. What claims will be released by the Settlement?

If the Settlement with the Shipping Defendants is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released the Shipping Defendants and other Released Parties from any and all claims for any losses of any kind or nature whatsoever, whether known or unknown, arising out of or relating to the Oil Spill. You will also release any claims you may have filed in the related “Limitation Action” lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC (C.D. Cal.). The specific claims you are giving up against the Shipping Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can talk to your own lawyer at your own expense.

FINAL APPROVAL HEARING

21. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **Month x, 202x, at x:xx x.m. Pacific**, at the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Courtroom 10 A, Santa Ana, California 92701. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys’ fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

22. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed your written objection with the Court and served it on the parties by **Month x, 202x**, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it’s not necessary.

GETTING MORE INFORMATION

23. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to *OC Oil Spill Settlement* c/o JND Legal Administration, P.O. Box **xxx**, Seattle, WA 98111, email at **EMAIL** or call **1-xxx-xxx-xxxx**.

PLEASE DO NOT CONTACT THE COURT

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

DATED: **MONTH X, 202X**

**BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Questions? Please call **1-xxx-xxx-xxxx** or visit www.OCOilSpillSettlement.com

- EXHIBIT E -

Legal Notice

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

OC Oil Spill Settlement Administrator

c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111



Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

- «Full_Name»
- «CF_CARE_OF_NAME»
- «CF_ADDRESS_1»
- «CF_ADDRESS_2»
- «CF_CITY», «CF_STATE» «CF_ZIP»
- «CF_COUNTRY»

A proposed settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”). Records indicate that you are a Fisher Class Member. This notice summarizes your rights and options. More details are available at www.OCoilSpillSettlement.com. This Settlement is separate from a prior settlement with the Amplify pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about? Plaintiffs allege that certain “Shipping Defendants” that own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because those ships dragged their anchors and struck or otherwise made contact with the pipeline during a heavy storm event, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement, and separate payments will be made to eligible Class Members for each settlement.

Who is affected? The Fisher Class includes persons or businesses who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021. Records indicate that you are a Fisher Class Member.

What does the Settlement provide? Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$30.6 million of which will be used for the Fisher Class Settlement Fund (the “Fund”). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits? You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options? (1) Do nothing and receive a payment. Remain part of the Fisher Class and receive your payment. Be bound by the Court’s decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action. (2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case. (3) Object. Remain part of the Fisher Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on **[MONTH, DAY] 2023** at **[TIME]** to consider whether to approve: the Settlement; attorney fees up to \$7.65 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Fisher Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Loeff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write **OC Oil Spill Settlement Administrator**, c/o JND Legal Administration, P.O. Box xxxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.



Please do not contact the Court regarding this Notice.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place
Stamp
Here

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

- EXHIBIT F -

Legal Notice

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

OC Oil Spill Settlement Administrator

c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111



Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

A proposed settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”). Records indicate that you are a Property Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

This Settlement is separate from a prior settlement with the Amplify pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about? Plaintiffs allege that certain “Shipping Defendants” that own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because prior to the spill those ships dragged their anchors across the pipeline during a heavy storm event, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement, and separate payments will issue to eligible Class Members for each settlement.

Who is affected? The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California. Records indicate that you are a Property Class Member.

What does the Settlement provide? Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$8.1 million of which will be used for the Property Class Settlement Fund (the “Fund”). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits? You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options? (1) Do nothing and receive a payment. Remain part of the Property Class and receive your payment. Be bound by the Court’s decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action. (2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case. (3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on **[MONTH, DAY] 2023** at **[TIME]** to consider whether to approve: the Settlement; attorney fees up to \$2.025 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Property Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lief Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write **OC Oil Spill Settlement Administrator**, c/o JND Legal Administration, P.O. Box xxxxxx, Seattle, WA 98111, or email info@OOilSpillSettlement.com.



Please do not contact the Court regarding this Notice.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place
Stamp
Here

JND Legal Administration
Attn: OC Oil Spill Settlement Administrator
P.O. Box xxxxx
Seattle, WA 98111

- EXHIBIT G -

Legal Notice

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

OC Oil Spill Settlement Administrator

c/o JND Legal Administration

P.O. Box xxxxx

Seattle, WA 98111



Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»

«CF_CARE_OF_NAME»

«CF_ADDRESS_1»

«CF_ADDRESS_2»

«CF_CITY», «CF_STATE» «CF_ZIP»

«CF_COUNTRY»

A proposed settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”). Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com. This Settlement is separate from a prior settlement with the Amplify pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about? Plaintiffs allege that certain “Shipping Defendants” who own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because prior to the spill those ships dragged their anchors across the pipeline during a heavy storm event, damaging it and ultimately leading to the spill. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations. This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement and separate payments will issue to eligible Class Members for each settlement.

Who is affected? You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide? Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$6.3 million of which will be used for the Waterfront Tourism Class Settlement Fund (the “Fund”). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits? You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options? (1) Do nothing and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court’s decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action. (2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case. (3) Object. Remain part of the Waterfront Tourism Class and receive your payment, but tell the Court what you do not like about the Settlement. The deadline for exclusion requests and objections is **[MONTH, DAY], 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on **[MONTH, DAY] 2023** at **[TIME]** to consider whether to approve the Settlement; attorney fees up to \$1.575 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lief Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information? For more information, visit www.OCOilSpillSettlement.com, call toll-free 1-xxx-xxx-xxx, write OC Oil Spill Settlement Administrator, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.



Please do not contact the Court regarding this Notice.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place
Stamp
Here

JND Legal Administration

Attn: OC Oil Spill Settlement Administrator

P.O. Box xxxxx

Seattle, WA 98111

- EXHIBIT H -

To: [Class Member Email Address]

#:21133

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement with Shipping Defendants

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

A proposed Settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”).

Records indicate that you are a Fisher Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

This Settlement is separate from a prior settlement with the Amplify pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about?

Plaintiffs allege that certain “Shipping Defendants” that own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because prior to the spill those ships dragged their anchors over the pipeline during a heavy storm event, damaging it and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement, and separate payments will issue to eligible Class Members for each settlement.

Who is affected?

The Fisher Class includes persons or businesses who owned or worked on a commercial fishers and vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or who landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021, as well as those persons and businesses who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021. Records indicate that you are a Fisher Class Member.

What does the Settlement provide?

Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$30.6 million of which will be used for the Fisher Class Settlement Fund (the “Fund”). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits?

You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options?

- 1) Do nothing and receive a payment. Remain part of the Fisher Class and receive your payment. Be bound by the Court's decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action.
- 2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case.
- 3) Object. Remain part of the Fisher Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **DATE, 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on **DATE, 2023 at 8:30 a.m. Pacific** to consider whether to approve the Settlement; attorney fees and costs up to \$7.65 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Fisher Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free **1-877-917-0133**, write Orange County Oil Spill Settlement, c/o JND Legal Administration, P.O. Box **91202**, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT I -

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement with Shipping Defendants

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

A proposed Settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”).

Records indicate that you are a Property Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

This Settlement is separate from a prior settlement with pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about?

Plaintiffs allege that certain “Shipping Defendants” that own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because prior to the spill those ships dragged their anchors over the pipeline during a heavy storm event, damaging it and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement, and separate payments will issue to eligible Class Members for each settlement.

Who is affected?

The Property Class includes owners or lessees, between October 2, 2021, and December 31, 2021, of residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California. Records indicate that you are a Property Class Member.

What does the Settlement provide?

Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$8.1 million of which will be used for the Property Class Settlement Fund (the “Fund”). If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits?

You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options?

- 1) Do nothing and receive a payment. Remain part of the Property Class and receive your payment. Be bound by the Court's decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action.
- 2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case.
- 3) Object. Remain part of the Property Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **DATE, 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on **DATE, 2023 at 8:30 a.m. Pacific** to consider whether to approve the Settlement; attorney fees and costs up to \$2.025 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Property Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free **1-877-917-0133**, write Orange County Oil Spill Settlement, c/o JND Legal Administration, P.O. Box **91202**, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT J -

To: [Class Member Email Address]

From: info@OCOilSpillSettlement.com

Subject: Notice of 2021 Orange County Oil Spill Settlement with Shipping Defendants

Unique Claimant ID: [JND Name Number]

Dear [Class Member Name]:

Records indicate that you are eligible to receive a payment from a class action settlement with shipping companies related to the October 2021 Orange County Oil Spill

A proposed Settlement has been reached with shipping companies in a class action lawsuit called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve any claims by Class Members in the related litigation brought by some of those shipping companies titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) (the “Limitation Action”).

Records indicate that you are a Waterfront Tourism Class Member. This notice summarizes your rights and options. More details are available at www.OCOilSpillSettlement.com.

This Settlement is separate from a prior settlement with Amplify pipeline companies, which affects different rights and involves a different potential payment. This is not a duplicate notice. Please read below.

What is this about?

Plaintiffs allege that certain “Shipping Defendants” who own or operate two container ships have responsibility for the October 2021 Oil Spill near Huntington Beach because prior to the spill those ships dragged their anchors over the pipeline during a heavy storm event, damaging it and ultimately causing the spill. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that has been approved by the same Court. A separate notice was sent about the Amplify settlement, and separate payments will issue to eligible Class Members for each settlement.

Who is affected?

You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach. Records indicate that you are a Waterfront Tourism Class Member.

What does the Settlement provide?

Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds, \$6.3 million of which will be used for the Waterfront Tourism Class Settlement Fund (the “Fund”). If the Settlement is approved

and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. Your individual payment cannot be estimated at this time.

How do I get the settlement benefits?

You do not need to do anything to receive your payment. Your check will automatically be mailed to you (if the Court approves the Settlement and you do not opt out).

What are my options?

- 1) Do nothing and receive a payment. Remain part of the Waterfront Tourism Class and receive your payment. Be bound by the Court's decision, give up your right to sue or continue to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the related Limitation Action.
- 2) Exclude yourself (opt out). Receive no payment, but keep your right to sue the Shipping Defendants at your own expense and with your own attorney about the claims in this case.
- 3) Object. Remain part of the Waterfront Tourism Class and receive your payment, but tell the Court what you do not like about the Settlement.

The deadline for exclusion requests and objections is **DATE, 2023**. For more details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com.

What happens next?

The Court will hold a Final Approval Hearing on **DATE, 2023 at 8:30 a.m. Pacific** to consider whether to approve the Settlement; attorney fees and costs up to \$1.575 million of the Fund plus expenses, to be paid from the Fund; service awards up to \$7,500 to each of the Waterfront Tourism Class Representatives to be paid from the Fund; and the Plan of Distribution. The Court will also consider any timely objections. The Court has appointed the law firms of Lief Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP as Interim Settlement Class Counsel to represent the Classes. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

How do I get more information?

For more information, visit www.OCOilSpillSettlement.com, call toll-free **1-877-917-0133**, write Orange County Oil Spill Settlement, c/o JND Legal Administration, P.O. Box **91202**, Seattle, WA 98111, or email info@OCOilSpillSettlement.com.

- EXHIBIT K -

Banner Ads

728 x 90

LEGAL NOTICE

2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies

LEARN MORE



320 x 50

LEGAL NOTICE

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies

LEARN MORE

300 x 600

LEGAL NOTICE

2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies

LEARN MORE



160 x 600

LEGAL NOTICE

2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies

LEARN MORE



300 x 250

LEGAL NOTICE

2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies

LEARN MORE



Facebook Ads

Facebook News Feed



Legal Notice
Sponsored · 

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2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies




www.ocoilspillsettlement.com
Orange County Oil Spill


[Learn more](#)

 Like  Comment  Share

Facebook Stories




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... 

2021 ORANGE COUNTY OIL SPILL SETTLEMENT

Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies



[Learn more](#)

Instagram Ads

Instagram Feed

The image shows a screenshot of an Instagram feed post. At the top, the Instagram logo is visible. Below it, there is a green megaphone icon and the text "Legal Notice Sponsored". The main content of the ad is a blue banner with the title "2021 ORANGE COUNTY OIL SPILL SETTLEMENT" in white. Below the banner, there is a dark blue background with white text that reads: "Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies". Below the text is a photograph of a rocky coastline with a dark, oily spill on the sand and water. At the bottom of the post, there is a "Learn more" link with a right-pointing arrow, and icons for heart, comment, share, and bookmark.

Instagram Stories

The image shows a screenshot of an Instagram story. At the top left, there is a green megaphone icon and the text "Legal Notice Sponsored". At the top right, there are three dots and a close button (X). The main content of the story is a blue banner with the title "2021 ORANGE COUNTY OIL SPILL SETTLEMENT" in white. Below the banner, there is a dark blue background with white text that reads: "Persons or businesses impacted by the Orange County oil spill near Huntington Beach **may be eligible for a payment** from a class action settlement with shipping companies". Below the text is a photograph of a rocky coastline with a dark, oily spill on the sand and water. At the bottom of the story, there is a white rounded rectangle with the text "Learn more".

Sample Search Ads

4

Search Text Ad

The screenshot shows a Google search for "2021 orange county oil spill". The search bar contains the text "2021 orange county oil spill" and shows "About 2,400,000 results (0.49 seconds)". Below the search bar are navigation tabs for News, Images, Maps, Videos, Shopping, Books, Flights, and Finance. The main search results include a featured snippet for "2021 Orange County oil spill" dated October 1, 2021. Below this is a sponsored result for "2021 Orange County Oil Spill | Class Action Settlement | Payment Distribution" with a description: "Fishers, Coastal Property Owners, and Waterfront Tourism Businesses may get a payment. Certain persons or businesses are affected by a settlement involving shipping companies." To the right of the sponsored result is a Wikipedia entry for "2021 Orange County oil spill" with a small image of a ship. Below the Wikipedia entry is an "About" section with details: "The Orange County oil spill on October 1, 2021, is an oil spill that deposited crude oil onto popular Southern California beaches on the West Coast of the United States. While residents reported smelling fumes, a ship noticed an oil slick that evening and reported it to federal authorities." Other details include "Date: October 1, 2021", "Cause: Leaking pipeline on ocean floor", "Coordinates: 33°38'0"N 118°30'W / 33.63333°N 118.05000°W", and "Shoreline impacted: estimated 16 mi (26 km) damaged with tar balls dispersed much far south along the coast". At the bottom, there is a "People also ask" section with two questions: "How much oil was spilled at Huntington Beach 2021?" and "What beaches are affected by the oil spill in Orange County?".

2021 Orange County Oil Spill | Class Action Settlement | Payment Distribution

Fishers, Coastal Property Owners, and Waterfront Tourism Businesses may get a payment. Certain persons or businesses are affected by a settlement involving shipping companies.

The screenshot shows a mobile phone displaying a Google search result. The Google logo is at the top. Below it is a search bar with a magnifying glass icon and a microphone icon. Under the search bar are tabs for "ALL", "MAPS", "IMAGES", and "VIDEOS". Below the tabs is a search result card for "2021 Orange County Oil Spill | Class Action Settlement | Payment Distribution". The card contains the text: "Fishers, Coastal Property Owners, and Waterfront Tourism Businesses may get a payment. Certain persons or businesses are affected by a settlement involving shipping companies."

- EXHIBIT L -

If you were affected by the October 2021 Orange County Oil Spill, you may be eligible to receive a payment from a class action settlement

Seattle/ **RELEASE DATE**/PRNewswire/ -- JND Legal Administration

A proposed Settlement has been reached with shipping companies in a class action lawsuit involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”).

What is this about?

Plaintiffs brought claims on behalf of commercial fishers and processors, coastal real property owners and lessees, and waterfront tourism businesses harmed by the Oil Spill (“Class Members”) alleging that certain “Shipping Defendants” that own or operate two container ships have responsibility for the Oil Spill because those ships dragged their anchors over the pipeline during a heavy storm event prior to the spill, damaging the pipeline and ultimately causing it to leak. The Shipping Defendants are Capetanissa Maritime Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., the *M/V Beijing*, Dordellas Finance Corp., MSC Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC Shipmanagement Ltd., and the *MSC Danit*. The Shipping Defendants deny those allegations.

This Settlement was reached to resolve Class Members’ claims against the Shipping Defendants in the lawsuit titled *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). This Settlement would also resolve claims by Class Members in the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, Nos. 2:22-cv-02153-DOC-JDE and 2:22-mc-00213-DOC (C.D. Cal.) (collectively “Limitation Action”). Both actions are pending in the Central District of California before Judge David O. Carter.

If the Court approves the Settlement, payments will be made to all Class Members automatically by mailed check. Class Members will not need to do anything to receive a payment.

This Settlement does not address claims against the pipeline owners and operators Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company’s (collectively “Amplify”). Class Members reached a separate \$50 million settlement with Amplify that is being finalized after being approved by the same Court. A separate notice was issued regarding that settlement, and for those eligible for compensation under it, separate payments will be made. The capitalized word “Settlement” in this notice refers to the Settlement reached between Plaintiffs and the Shipping Defendants.

Who is affected?

You are a Fisher Class Member if you are (1) a person or business who owned or worked on a commercial fishing vessel docked in Newport Harbor or Dana Point Harbor as of October 2, 2021, and/or landed seafood within the California Department of Fish & Wildlife fishing blocks 718-720, 737-741, 756-761, 801-806, and 821-827 between October 2, 2016 and October 2, 2021, and were in operation as of October 2, 2021; or (2) a person or business who purchased and resold commercial seafood so landed, at the retail or wholesale level, that were in operation as of October 2, 2021.

You are a Property Class Member if you owned or leased, between October 2, 2021, and December 31, 2021, residential waterfront and/or waterfront properties or residential properties with a private easement to the coast located between the San Gabriel River and the San Juan Creek in Dana Point, California.

You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding,

recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

If you believe you are in the Classes above but do not receive notice by mail, please email info@xxx.com or call 1-xxx-xxx-xxxx.

What does the Settlement provide?

Under the Settlement, the Shipping Defendants will pay \$45 million to create settlement funds for different classes affected by the Oil Spill. If the Settlement is approved by the Court and becomes final, the funds will be used to pay eligible Class Members based on an allocation plan approved by the Court. The funds will also be used to pay attorney fees and costs, notice and settlement administration costs, service awards to Class Representatives, and any other fees and costs approved by the Court.

What are my options?

Do nothing and receive a payment. Remain part of your respective Class and receive your payment. Be bound by the Court's decision, give up your right to sue the Shipping Defendants over the claims resolved by the Settlement, and release any claims you may have filed in the "Limitation Action," the related lawsuits brought by some of the Shipping Defendants to limit their liability, titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and 2:22-mc-00213-DOC.

Exclude Yourself/Opt Out: If you exclude yourself from the Class (also known as opting out), you will not receive a payment. You will keep any rights to sue the Shipping Defendants that you already have. You cannot object to the Settlement.

Object. If you do not exclude yourself from the Settlement, you may object to it or tell the Court what you don't like about the Settlement. You will still remain a Class Member, meaning you will still receive a payment, and you will still give up your right to sue the Shipping Defendants for the claims resolved by this Settlement, and release any claims you may have filed in the related Limitation Action.

Exclusions and objections must be postmarked/served/filed by **Month, Day 2023**. For details about your rights and options and how to exclude yourself or object, go to www.OCOilSpillSettlement.com,

What happens next?

The Court will hold a Final Approval Hearing on **Month, Day, 2023, at x:xx x.m. PT** to (a) determine whether to grant final approval of the Settlement; (b) consider any timely objections; (c) rule on any application for attorneys' fees (up to 25% of the Funds, or up to \$11.25 million) plus expenses; (d) rule on any application for service awards (up to \$7,500 each to the 17 Class Representatives); and (e) determine whether or not to adopt the Plans of Distribution. The Court appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP to be the attorneys representing the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information?

For more information and to view the full notice, go to www.OCOilSpillSettlement.com, or contact the Settlement Administrator by writing to OC Oil Spill Settlement, c/o JND Legal Administration, P.O. Box xxxxx, Seattle, WA 98111, emailing info@xxx.com, or calling 1-xxx-xxx-xxxx.

- EXHIBIT M -

OC Shippers Settlement AUDIO SCRIPT

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| 1 | Fishers, coastal property residents and waterfront tourism businesses |
| 2 | affected by the 2021 oil spill off the coast of Orange county near |
| :10 3 | Huntington Beach may be eligible for payment from a class action |
| 4 | settlement with ship owners and operators. To learn more, go to O C |
| 5 | Oil Spill Settlement DOT COM or call 1-xxx-xxxxx. That's O C Oil |
| 6 | Spill Settlement DOT COM or 1-xxx-xxx-xxxx. |
| 7 | Paid for by JND Legal Administration. |
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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
PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT**

Hon. David O. Carter

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20 Before the Court is the Motion for Preliminary Approval of Class Settlement
21 and Direction of Notice Under Fed. R. Civ. P. 23(e) (“Motion for Preliminary
22 Settlement Approval”), filed by Plaintiffs Peter Moses Gutierrez, Jr.; John Pedicini
23 and Marysue Pedicini, individually and as Trustees of the T & G Trust; Rajasekaran
24 Wickramasekaran and Chandralekha Wickramasekaran, individually and as Trustees
25 of the Wickramasekaran Family Trust; Donald C. Brockman, individually and as
26 Trustee of the Donald C. Brockman Trust; Heidi M. Jacques, individually and as
27 Trustee of the Heidi M. Brockman Trust; LBC Seafood, Inc.; Quality Sea Food Inc.;
28 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 Capetanissa Maritime
4 Corporation, Costamare Shipping Co., S.A., V.Ships Greece Ltd., *M/V Beijing*
5 (collectively, the “Beijing Defendants”), Dordellas Finance Corp., MSC
6 Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC
7 Shipmanagement Ltd., and *MSC Danit* (collectively, the “Dordellas Defendants”)
8 (all together, the “Shipping Defendants”) have entered into a Class Settlement
9 Agreement and Release, dated May 3, 2023 (“Settlement Agreement”). Having
10 thoroughly reviewed the Settlement Agreement, including the proposed forms of
11 class notice and other exhibits thereto; the Motion for Preliminary Settlement
12 Approval, and the papers and arguments in connection therewith, and good cause
13 appearing, the Court hereby **ORDERS** as follows:

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

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

- 21 a. The Settlement Classes are so numerous that joinder of all
22 members in a single proceeding would be impracticable;
- 23 b. The members of the Settlement Classes share common questions
24 of law and fact;
- 25 c. The Plaintiffs’ claims are typical of those of the Settlement Class
26 Members;

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

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

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

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

27 5. A Final Approval Hearing shall be held before this Court on
28 _____, 2023 to: (a) determine whether the proposed Settlement should

1 be finally approved as fair, reasonable, and adequate so that the Final Approval
2 Order and Judgment should be entered; (b) consider any timely objections to this
3 Settlement and the Parties’ responses to such objections; (c) rule on any application
4 for attorneys’ fees and expenses; (d) rule on any application for incentive awards;
5 and (e) determine whether the Plans of Distribution that will be submitted by
6 Interim Settlement Class Counsel should be approved.

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

12 7. Plaintiffs shall file their motion for final settlement approval no later
13 than _____, 2023.

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

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

25 10. The Court approves, as to form and content, the Direct Notices, Long
26 Form Notices, and Email notices substantially in the forms attached as Exhibits B-J
27 to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping
28 Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

1 11. By _____, 2023, the Settlement Administrator shall
2 complete direct notice substantially in the form attached to the Intrepido-Bowden
3 Declaration as Exhibits E-J.

4 12. By _____, 2023, the Settlement Administrator shall cause
5 the Long Form Notice to be published on the website created for this settlement,
6 www.OCOilSpillSettlement.com. The Long Form Notice shall be substantially in
7 the form attached to the Intrepido-Bowden Declaration as Exhibits B-D.

8 13. By _____, 2023, the Settlement Administrator shall file with
9 the Court declarations attesting to compliance with this paragraph.

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

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

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1 16. Members of the proposed Settlement Classes who timely request
2 exclusion from the Settlement will relinquish their rights to benefits under the
3 Settlement and will not release any claims against the Shipping Defendants.

4 17. All members of the proposed Settlement Classes who do not timely and
5 validly request exclusion shall be bound by all terms of the Settlement Agreement
6 and by the Final Approval Order and Judgment even if they have previously
7 initiated or subsequently initiate individual litigation against the Shipping
8 Defendants or filed claims against the Shipping Defendants in the Limitation Action
9 known as *In the Matter of the Complaint of Dordellas Finance Corp., Owner, and*
10 *MSC Mediterranean Shipping Company S.A., Owner pro hac vice, and Capetanissa*
11 *Maritime Corporation, Owner*, No. 2:22-cv-02153-DOC-JDE (C.D. Cal.) and/or in
12 *In re Claim Forms In the Matter of the Complaint of Dordellas Finance Corp,*
13 *Owner and MSC Mediterranean Shipping Company*, No. 2:22-mc-00213-DOC
14 (C.D. Cal.).

15 18. The Settlement Administrator will provide promptly, and no later than
16 _____, 2023, Plaintiffs and the Shipping Defendants with copies of any
17 exclusion requests, and Plaintiffs shall file a list of all persons who have validly
18 opted out of the Settlement with the Court prior to the Final Approval Hearing.

19 19. Any Settlement Class Member may object to the Settlement Agreement,
20 any application for attorneys' fees and expenses, any application for incentive
21 awards, and/or the Plans of Distribution submitted by Interim Settlement Class
22 Counsel. Any Settlement Class Member who wishes to object must file with the
23 Court and serve on all counsel listed in paragraph 22, below, no later than
24 _____, 2023, a detailed statement of the specific objections being made
25 and the basis for those objections.

26 20. In addition to the statement, the objecting Settlement Class Member
27 must include the objecting Settlement Class Member's name, address, and telephone
28 number. Any objecting Settlement Class Member shall have the right to appear and

1 be heard at the Final Approval Hearing, either personally or through an attorney
2 retained at the Settlement Class Member’s expense. Any Settlement Class Member
3 who intends to appear at the Final Approval Hearing either in person or through
4 counsel must file with the Court and serve on all counsel listed in paragraph 22, no
5 later than _____, 2023, a written notice of intention to appear. Failure to
6 file a notice of intention to appear will result in the Court declining to hear the
7 objecting Settlement Class Member or the Settlement Class Member’s counsel at the
8 Final Approval Hearing.

9 21. Interim Settlement Class Counsel shall file a supplemental brief in
10 support of Final Settlement Approval and a supplemental brief in support of the
11 Plans of Distribution that responds to any objections by _____, 2023.

12 22. Service of all papers on counsel for the Parties shall be made as follows:
13 for Interim Settlement Class Counsel, to: Lexi J. Hazam, Esq. at Lieff, Cabraser,
14 Heimann & Bernstein LLP, 275 Battery Street, Suite 2900, San Francisco, CA
15 94111, Wylie A. Aitken at Aitken Aitken Cohn, 3 MacArthur Place, Suite 800,
16 Santa Ana, CA 92808, and Stephen G. Larson at Larson, LLP, 600 Anton Blvd.,
17 Suite 1270 Costa Mesa, CA 92626; for the Beijing Defendants’ counsel, to: Kevin J.
18 Orsini, Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New
19 York, NY 10019 and Albert E. Peacock III, Peacock Piper Tong & Voss LLP, 100
20 W. Broadway, Suite 610, Long Beach, CA 90802; and for the Dordellas
21 Defendants’ counsel, to: Jonathan W. Hughes, Arnold & Porter Kaye Scholer LLP,
22 Three Embarcadero Center, Tenth Floor, San Francisco, CA 94111 and Joseph A.
23 Walsh II, Collier Walsh Nakazawa LLP, One World Trade Center, Suite 2370, Long
24 Beach, CA 90831.

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

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

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

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1 26. The following schedule is hereby ordered:

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| 2 3 | Last Day for the Plaintiffs to file Plan of Distribution | 10 days after Preliminary Approval |
| 4 | Notice to be Completed | 40 days after Preliminary Approval |
| 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 | 50 days after Preliminary Approval |
| 9 10 | Last day to file Objections or Opt-Out Requests | 70 days after Preliminary Approval |
| 11 12 | Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards | 80 days after Preliminary Approval |
| 13 14 | Final Approval Hearing | 90 days after Preliminary Approval |

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17 IT IS SO ORDERED.

18 DATED: _____

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21 _____
22 Hon. David O Carter
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