

Exhibit 2

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15 *Interim Co-Lead Counsel for Plaintiffs
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[Additional Counsel Appear on Signature Page]*

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

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

21 Plaintiffs,

22 v.

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

24 Defendants.
25

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

**[PROPOSED] PLAN OF
DISTRIBUTION FOR THE REAL
PROPERTY CLASS**

1 **I. BACKGROUND**

2 1. This document describes the Plan of Distribution for the Real Property
3 Class (“Real Property Plan” or “Distribution Plan”). The Real Property Plan shall
4 govern the distribution of the Settlement funds provided for the Real Property Class
5 in accordance with the Settlement Agreement executed on October 16, 2022,
6 between Plaintiffs and the Amplify Defendants in the above-captioned case
7 (“Settlement Agreement” or “Settlement”). This Settlement relates to an oil spill in
8 October 2021 from Amplify’s P00547 Pipeline in San Pedro Bay that Plaintiffs
9 allege caused damage to real property (“Oil Spill” or “Spill”). Settlement
10 Agreement, Article I.6.

11 2. The Settlement Agreement is attached as Exhibit 1 to the Declaration
12 of Lexi J. Hazam in Support of Plaintiffs’ Motion for Preliminary Approval [Dkt.
13 476-4].

14 3. The Settlement provides that Amplify shall pay \$9 million to the Real
15 Property Class (the “Real Property Class Settlement Amount”), in exchange for a
16 full release of claims alleged on behalf of the Real Property Class in this litigation.

17 4. The Real Property Class Common Fund shall be administered by the
18 Settlement Administrator. The Settlement provides that the Settlement
19 Administrator shall disburse funds from the Real Property Class Common Fund
20 pursuant to the terms of the Settlement Agreement and in accordance with the
21 orders of the Court. Settlement Agreement, Article III.

22 5. The Settlement Agreement also directs that Class Counsel shall
23 propose a method for distributing the Real Property Class Common Fund to
24 members of the Real Property Class before Class members must decide whether to
25 object to the Settlement. The Parties further agreed that “the rulings of the Court
26 regarding the Plans of Distribution, and any claim or dispute relating thereto, will
27 be considered by the Court separately from the approval of the Settlement
28 Agreement,” and that Final Approval of the Settlement is not contingent upon

1 resolution of any appeals, modifications, or reversal of orders regarding the Plan of
2 Distribution. Settlement Agreement, Articles V.1; V.2.

3 6. As set forth in Article V.3 of the Settlement Agreement, portions of
4 the Settlement Fund shall be used to pay certain costs and fees prior to determining
5 a net amount that is available for distribution to class members, to include:

6 a. Fees and Costs Awards, subject to Court approval;
7 b. Service Awards to Class Representatives, subject to Court
8 approval; and

9 c. Costs of Notice and administration of the Settlement, including
10 fees and expenses of the Settlement Administrator, costs of generating and mailing
11 checks, fees, and costs of escrow, if any.

12 7. The net amount available for distribution will depend upon the amount
13 of costs deducted for items listed above. The mechanics of the Distribution Plan are
14 not dependent upon the amount available for distribution.

15 II. DEFINITIONS

16 8. The capitalized terms used in this Plan of Distribution for the Real
17 Property Class have the same meaning as defined in the Settlement Agreement and
18 Order Granting Preliminary Approval of the Proposed Settlement [Dkt. 599] unless
19 otherwise indicated.

20 9. “Damage Period” means the period after the Spill, from October 2,
21 2021, through December 31, 2021, used to determine Distribution Shares.

22 10. “Distribution Plan” means the process and procedures established by
23 this Plan as effectuated by the Settlement Administrator.

24 11. “Distribution Share” means the share allocated to each Class Property
25 during the Damage Period.

26 12. “Preliminary Approval Order” means the Order entered by this Court
27 on December 8, 2022 [Dkt. 599], which directs the procedures and schedule for
28 approval of the Settlement, including submission of this Distribution Plan.

1 13. “Real Property Class” or “Real Property Class Definition” means the
2 definition of the Real Property Class as defined in Plaintiffs’ Second Amended
3 Consolidated Class Action Complaint [Dkt. 454]:

4 Owners or lessees, between October 2, 2021, and December 31, 2021,
5 of residential waterfront and/or waterfront properties or residential
6 properties with a private easement to the coast located between the San
Gabriel River and the San Juan Creek in Dana Point, California.¹

7 14. “Real Property Net Settlement Fund” means the amount available for
8 distribution to the Real Property Class, after deduction of the Fees and Costs
9 Awards, Service Awards, and administrative costs, as contemplated by the
10 Settlement Agreement, subject to Court approval.

11 15. “Recovery” is the net distribution attributed to a Real Property Class
12 member by the Settlement Administrator, reflecting the Distribution Share, less any
13 necessary adjustments or deductions (such as an OPA offset).

14 16. “Release” means the release of claims reflected in the Settlement
15 Agreement. Settlement Agreement, Article VIII.

16 17. “Settlement Administration” means actions carried out by JND Legal
17 Administration in its capacity as Settlement Administrator.

18 18. “Settlement Administrator” means JND Legal Administration, the
19 administrator selected by Class Counsel and appointed by this Court [Dkt. 599 at
20 ¶8].

21 19. “Settlement Agreement,” “Settlement,” or “Agreement” means the
22 Settlement Agreement executed on October 17, 2022 and attached as Exhibit 1 to
23 the Declaration of Lexi J. Hazam in Support of Plaintiffs’ Motion for Preliminary

24 _____
25 ¹ Excluded from the Property Class are: (1) Defendants, any entity or division in
26 which Defendants have a controlling interest, and their legal representatives,
27 officers, directors, employees, assigns and successors; (2) the judge to whom this
28 case is assigned, the judge’s staff, and any member of the judge’s immediate
family, (3) businesses that contract directly with the Amplify Defendants for use of
the Pipeline, and (4) all employees of the law firms representing Plaintiffs and the
Class members.

1 Approval [Dkt. 476-4].

2 20. “Settlement Website” means the dedicated website maintained by the
3 Settlement Administrator at www.OCOilSpillSettlement.com.

4 21. “Spill” means the October 2021 oil spill from Amplify’s P00547
5 Pipeline in San Pedro Bay that Plaintiffs allege caused damage to real property.

6 **III. DISTRIBUTION PLAN**

7 22. Subject to Court approval, the Real Property Net Settlement Fund will
8 be paid to Real Property Class members.

9 23. The Distribution Plan utilizes real property records previously
10 obtained by the Settlement Administrator to identify Real Property Class members.

11 24. The Settlement Administrator may, at its discretion and in consultation
12 with Class Counsel, or as directed by the Court, implement additional procedures to
13 protect the Settlement and Distribution.

14 25. Within 30 days of this Court’s order granting final approval, the
15 Settlement Administrator shall calculate the amount available for Distribution by
16 deducting the cost of Court-approved Notice, Settlement Administration and other
17 expenses, as well as approved attorneys’ Fees and Costs Awards and Service
18 Awards. The remaining balance available for Distribution will then be allocated as
19 follows.

20 26. To calculate each Real Property Class member’s Distribution Share,
21 the Settlement Administrator will divide the Real Property Net Settlement Fund by
22 the number of distinct real property addresses in the Real Property Class. Each Real
23 Property Class member’s Distribution Share shall be the same, but their Recovery
24 may differ if subject to an offset (such as an OPA payment).

25 27. All settlement checks issued shall be void if not cashed within 180
26 calendar days of their date of issue and shall contain a legend to that effect. The
27 Settlement Administrator shall mail a reminder postcard to each Real Property
28 Class member who has not cashed a settlement check after 60 days from the

1 mailing of such settlement check.

2 28. For real properties within the Class Definition that were subject to
3 long-term leases during the Damages Period, the lessee is entitled to the Recovery.
4 Otherwise, the owner is entitled to the Recovery. If the wrong name appears on the
5 settlement check for any reason, the Real Property Class member should contact the
6 Settlement Administrator to re-issue the settlement check. Upon such a request, the
7 Settlement Administrator in consultation with Class Counsel shall consider the
8 request and determine whether a check can be reissued.

9 29. Similarly, if an individual believes that he or she is a Real Property
10 Class member but did not receive direct notice, they can contact the Settlement
11 Administrator to determine eligibility and compensation under the Settlement by
12 June 9, 2023. The Settlement website will contain similar information.

13 30. To the extent that any part of the Real Property Settlement Fund
14 remains, Class Counsel will seek Court approval for distributing the remainder of
15 the Real Property Net Settlement Fund. The Claims Administrator will follow the
16 directions approved by the Court.

17 **IV. COURT REVIEW**

18 31. All proceedings with respect to the administration, processing, and
19 determination of Claims, and the determinations of all controversies relating
20 thereto, including disputed questions of law and fact with respect to the validity of
21 Claims, shall be subject to the continuing jurisdiction of the Court. All Claimants
22 expressly waive trial by jury (to the extent any such right may exist) and any right
23 of appeal or review with respect to the Court’s determination.

24 Dated: December 16, 2022

25 /s/ Wylie A. Aitken
Wylie A. Aitken

26 /s/ Lexi J. Hazam
Lexi J. Hazam

27 /s/ Stephen G. Larson
28 Stephen G. Larson

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